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September Term 1924.

BE IT REMEMBERED that heretofore to wit on the 21st day of September in the year nineteen hundred and twenty three a certain Mervin L. Cox by his solicitor H. Fillmore Lankford exhibited and filed in the Circuit Court here a bill of complaint against Lambert W. Cox, W. Ernest Cos and others which said bill of complaint is in the words following to wit:

MERVIN L. COX.

VS.

W ERNEST COX, LAMBERT W, COX, ELIJAH COX JR., GRANVILLE G. COX, CARRIE E. FORD, BERTIE MILES, MARY J. CHELTON, MARCELLA GREEN, WESSIE SMITH, BESSIE L. PARKS, LOUISE BREATHERS, MATTIE P. WHITE BEULAH PARKS, RICHARD A. COX, ELSIE COS, MAGGIE COX, BENJAMIN HAROLD GREEN AND BENJAMIN K. GREEN, TRUSTEE.

"""

TO THE HONORABLE, THE CIRCUIT COURT FOR SOMERSET COUNTY, IN EQUITY:

Your orator, complaining says:

1st: That a certain Elijah Cox, late of Somerset County, Maryland deceased, died intestate in the month of February, 1909, leaving asurviving him a widow, Elizabeth Cox, who is still living and also leaving surviving him as his only heirs at law, the following named descendents: (1) W. Ernest Cox, a son (2) Lambert W. Cox, a son; (3) Elijah Cox Jr., a son (4) Granville G. Cox, a son; (5) Carrie E. Ford, a daughter (6) Bertie Miles, a daughter (7) Mary J. Chelton, a daughter (8) Marcella Greem. a daughter (9) Wessie Cmith, a daughter; (10) Bessie L. Parks, a daughter; (11) Louise Breathors, a daughter (12) Mattie P. White, a daughter; (13) Beulah Parks, a daughter (14) George A. Cox, a son who has since died intestate, leaving surviving him as his only children and heirs at law, Richard A. Cox and Elsie Cox (15) John H. Cox, a son. who has since died intestate, leaving surviving him as his only heir at law, a daughter Line Cox, who has since the death of her father died intestate leaving as her only heir at law her mother, Maggie Cox; (16) Benjamin Harold Green, a son of Emma C. Green, a daughter of the said Elijah Cox, who died in the lifetime of her father, and (17) Mervin L. Cox, a son the plaintiff.

2nd: That at the time of his death the said Elijah Cox owned several parcels of land in Fairmount Election District, in Somerset County, in the State of Maryland, including all that parcel of land containing forty eight and one eighth acres, more or less, which was conveyed to the said Elijah Cox by Robert F. Brattan, trustee, by deed dated the 1st day of September, 1874, recorded among the land records of said county in Liber L. W. No. 15, folio 79 etc., and also all that parcel of land which was conveyed to the said Elijah Cox by William T. Ford by deed dated dated the 9th day of July, 1874, recorded among said records in Liber L. W. No. 15 folio 10 etc., containing eleven and seven eighths acres more or less and also all that parcel of land containing five acres more or less, which was conveyed to the aid Elijah Cox by John H. Ford, and Josiah Avery by deed dated the 6th day of December, 1902, recorded among the said records in Liber O.T.B. NO. 34 folio 273 etc., and also several other parcels of land in said election district.

3rd: That the said Lambert W. Cox one of the sons of the said Elijah Cox, on the 9th day of October 1909, and after death of the said Elijah Cox, executed a deed of trust to Benjamin K. Green and George A. Cox, as trustees conveying to the said Benjamin K. Green and George A. Cox all his property and estate for the purpose in said deed expressed, and that the said Banjamin K. Green and George A. Cox accepted said trust and filed a bond in the Circuit Court for the faithful performance of the trusts created by said deed, and that the said George A. Cox has since died

4th: That the said Lambert W. Cox, W. Ernest Cox, Carrie E. Ford, Bertie Miles Mary J. Chelton, Marcella Green, Mattie P. White, Beulah Parks and Benjamin K. Green, trustee, reside in Somerset County, in the State of Maryland, and that the said Elijah Cox Jr., Granville G. Cox, Bessie L. Parks, Louise Breathors, Richard A. Cox and Elsie Cox reside in Baltimore City, in the State of

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Maryland; and that Wessie Smith, Maggie Cox and B. Harold Green are non residents of the state of Maryland, and do not reside in said State of Maryland.

5th: That all the parties to this suit are of the full age of twenty one years.

6th: That said real estate is not susceptible of partition and can not be divided without loss and injury to the persons interested, being the parties to this suit, 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 entitled according to their several interests.

7th: That Elizabeth Cox, the widow of the said Elijah Cox, has a dower interest in said real estate.

To the end therefore:

First: That a decree may be passed for a sale of the said real estate.

Second: That the proceeds of such sale or sales may be distributed among the parties entitled according to their respective rights and interests.

Third: That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the writ of the state of Maryland of subpoena directed to W. Ernest Cox, Lambert W. Cox, Carrie E. Ford, Bertie Miles, Mary J. Chelton, Marcella Green, Mattie P. White, Beulah Parks and Benjamin K. Green, trustee all of Somerset County, Maryland, and the writ of subpoena directed to Elijah Cox Jr., Granville G. Cox, Bessie L. Parks, Louise Breathors, Richard A. Cox and Elsie Cox all of Baltimore City, Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed, and also the order of publication giving notice to the said Wessie Smith, Maggie Cox and Benjamin Harold Green, who are non-residents of the State of Maryland, of the object and substance of the bill of this bill of complaint, and warning them and each of them to be and appear in this Court, in person or by solicitor on or before a certain day to be named therein, to show cause, if any they have why a decree ought not to be passed as prayed.

And as in duty bound etc.

H. Fillmore Lankford,
Solicitor for the Plaintiff.

Ar which said first Monday in October 1923 the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County Charles S. Dryden to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following, to wit:

Maryland.

Ans thereupon , in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To W. Ernest Cox, Lambert W. Cox , Carrie E. Ford Bertie Miles, of Somerset County Greeting:

Toy are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in October next to answer the complaint of Mervil L. Cox against you and others in the said Court exhibited, Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of September Anno Domini 1923

Issued the 21st day of September Anno Domini 1923.

Per order.

W. Jerome Sterling, Clerk.

At which said first Monday in October 1923, the day of the return of the above recired writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Charles S. Drydento whom the writ aforesaid was in form aforesaid delivered for service, also came

and made return thereof to the Court here in the words following to wit:
Summoned severally and copy of subpoena left with each of above named defendants.

Chas S. Dryden , Sheriff.

Maryland, Somerset County to wit:

The State of Maryland To Mary J. Chelton, Marcella Green, Mattie P. White, Beulah Parks, Benjamin K. Green, Trustee of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in October next to answer the complaint of Mervin L. Cox against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of September Anno Domini 1923.
Issued the 21st day of September Anno Domini 1923.

Per order W. Jerome Sterling, Clerk.

At which said First Monday in October 1923 and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County, Charles S. Dryden to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:
Summoned severally and copy of subpoena left with each of above named defendants.

Chas S. Dryden Sheriff.

Maryland, Somerset County to wit:

The State of Maryland, To Elijah Cox Jr., Granville G. Cox, Bessie L. Parks, Louise Breathors, Richard A. Cox, Elsie Cox of Baltimore City, Greeting:

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the First Monday in October next to answer the complaint of Mervin L. Cox against you and others in the said Court exhibited. Hereof fail not at your peril.
Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of September Anno Domini 1923.
Issued the 31st day of September Anno Domini 1923.

Per order W. Jerome Sterling, Clerk.

At which said First Monday in October 1923, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City Thomas F. McNulty to whom the writ aforesaid was in form aforesaid delivered for service also came, and made return thereof to the Court here in the words following, to wit:
Summoned Elijah Cox, Granville G. Cox, Richard A. Cox and Elsie Cos and a copy of the process left with each defendant Non Sunt as to Bessie L. Parks and Louise Breathors.

Thomas F. McNulty, Sheriff.

Maryland, Somerset County to wit:

The state of Maryland to Bessie L. Parks , Louise Breathors of Baltimore City, Greeting:

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in November next to answer the complaint of Mervin L. Cox against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of September Anno Domini 1923.
Issued the 11th day of October Anno Domini 1923.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in November 1923 the day of the return of the above recited writ, came

again into Court here the said complainant by his solicitor and the Sheriff of Baltimore City Thomas F. McNulty to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Summoned Ambo and a copy left with each defendant.

Thomas F. McNulty, Sheriff.

And thereupon in pursuance of the prayer in the foregoing Bill and by order of Court here the following order of Publication was issued. to wit:

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
W. Ernest Cox. Lambert W. Cox	)	For Somerset County
Wessie Smith, Maggie Cox, Benjamin	)	Maryland.
Harold Green and others.	)	

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, in the state of Maryland, which was owned by Elijah Cox, late of said county, deceased, at the time of his death.

The bill states that at the time of his death the said Elijah Cox owned several parcels of land in Fairmount Election District, in Somerset County, Maryland, including all that parcel of land, containing forty eight and one eighth acres more or less, which was conveyed to the said Elijah Cox, by Robert F. Brattan, trustee, by deed dated the 1st day of September, 1874, recorded among the land records of said county in Liber L. W. No. 15 folio 79 etc., and also all that parcel of land which was conveyed to the said Elijah Cox by William T. Ford by deed dated the 9th day of July, 1874, recorded among said records in Liber L. W. No. 15 folio 10 etc., containing eleven and seven eighths acres more or less, and also all that parcel of land which was conveyed to the said Elijah Cox by John H. Ford and Josiah Avery by deed dated the 6th day of December, 1902, recorded among said records in Liber O.T B. NO. 34 folio 273 etc., containing five acres more or less, and also several other parcels of land in said election district; that the said Elijah Cox died intestate in the month of February, 1909, leaving surviving him a widow, Elizabeth Cox, who is still living, and also leaving surviving him as his only heirs at law the following named descendants; W. Ernest Cox, a son. Lambert W. Cox, a son Elijah Cox Jr., a son Granville G. Cox, a son Carrie E. Ford, a daughter, Bertie Miles a daughter, Mary J. Chelton, a daughter, Marcella Green; a daughter; Wessie Smith, a daughter, Bessie L. Parks a daughter, Louise Breathers, a daughter, Mattie P. White, a daughter, Beulah Parks, a daughter ; George A. Cox, a son who has since died intestate. leaving surviving him as his only children and heirs at law, Richard A. Cox and Elsie Cox, John H. Cox, a son who has since died intestate, leaving surviving him as his only heir at law, a daughter, Lina Cox, who has since the death of her father died intestate, leaving as her only heir at law her mother, Maggie Cox; Benjamin Harold Green, a son of Emma C. Green. a daughter of the said Elijah Cox, who died in the lifetime of her father, and Mervin L. Cox, a son the plaintiff; that the said Lambert W. Cox one of the sons of the said Elijah Cox on the 9th day of October 1909, and after the death of the said Elijah Cox, executed a deed of trust to Benjamin K. Green and George A. Cox conveying to them as trustees, all his property and estate for the purpose in said deed expressed, and that the said George A. Cox has since died; that all the parties to this suit are of the full age of twenty one years; that said real estate is not susceptible of partition and can not be divided without loss and injury to the persons interested being the parties to the suit, 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 entitled according to their several interests; that the said Wessie Smith, Maggie Cox and Benjamin Harold Green are non-residents of the state of Maryland.

It is thereupon this 11th day of October nineteen hundred and twenty three ordered by the subscriber Clerk of the Circuit Court for Somerset County, Maryland, in Equity that the Plaintiff by causing a copy of this order to be inserted in some newspaper published in Somerset County once in each of four successive weeks before the 12th day of November, 1923, give notice

to the said Wessie Smith, Maggie Cox and Benjamin Harold Green, non-resident defendants, of the object and substance of the bill of complaint. warning them, and each of them, to appear in this Court in person or by solicitor on or before the 29th day of November, 1923, to show cause, if any they have why a decree ought not to be passed as prayed.

W. Jerome Sterling,
Clerk of the Circuit Court for Somerset County.

And thereafter to wit on the 22nd day of December 1923 the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
W. Ernest Cox and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The petition of the plaintiff in the above entitled cause respectfully pepresents:

That Lambert W. Cox, W. Ernest Cox. Carrie E. Ford, Bertie Miles, Mary J. Chelton, Marcella Green, Mattie P. White, Beulah Parks, Elijah Cox Jr., Granville G. Cox, Bessie L. Parks, Louise Breathors, Richard A. Cox. Elsie Cox and Benjamin K. Green, trustee the adult resident defendants in the above cause have been duly summoned but have not answered the bill of complaint, that the order of publication heretofore passed in this cause giving notice to Wessie Smith, Maggie Cox and Benjamin Harold Green, non resident defendants has been published according to its provisions but the said non-resident defendants have not appeared or answered the bill of complaint.

The plaintiff therefore prays that the bill of complaint may be taken pro confesso against all the said defendants. And as in duty bound etc.

H. Fillmore Lankford,
Solicitor for the Plaintiff.

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court for
W. Ernest Cox and others.	)	Somerset County
		Maryland.

It appearing that Lambert W. Cox, W. Ernest Cox. Carrie E. Ford. Bertie Miles, Mary J. Chelton, Marcella Green, Mattie P. White, Beulah Parks, Elijah Cox Jr., Granville G. Cox, Bessie L. Parks, Louise Breathors, Richard A. Cox, Elsie Cox and Benjamin K. Green trustee the adult resident defendants in the above entitled cause have been duly summoned but have not answered the bill of complaint and that the order of publication heretofore passed in this cause giving notice to Wessie Smith, Benjamin Harold Green and Maggie Cox, non resident adult defendants has been published according to its provisions, and that the said non-resident defendants have not appeared to or answered the bill of complaint.

It is thereupon this 22nd day of December, nineteen hundred and twenty three adjudged ordered and decreed by the Circuit Court for Somerset County in Equity, that the bill of complaint in this cause, be and the same is hereby taken pro confesso against the said Lambert W. Cox, W. Ernest Cox, Carrie E. Ford, Bertie Miles, Mary J. Chelton, Marcella Green. Mattie P. White, Beulah Parks Elijah Cox Jr., Granville G. Cox, Bessie L. Parks,Louise Breathers, Richard A. Cox, Elsie Cox, Benjamin K. Green, trustee, Wessie Smith Benjamin Harold Green and Maggie Cox, and it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And afterwards to wit on the 10th July 1924,Harry C. Dashiell examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain interrogatories with him filed and the testimony by him taken, in the words following to wit:

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
W. Ernest Cox and others.	)	For Somerset County.

Interrogatories for Plaintiff's Witnesses:

Ist In. State your name, age, residence and occupation.

2nd In. Do you know the parties to this suit? If yea how long have you known them and wheredo they reside, State their ages.

3rdIn. Did you know Elijah Cox. If yea, is he living or dead and if dead when did he die, and did he or not die intestate?

4th In. State whether the said Elijah Cox left any widow surviving him, and if yea, whether she is still living.

5th In. State who arethe heirs at law of the aid Elijah Cox.

6th In. State what real estate the said Elijah Cox owned in Somerset County, Maryland, at the time of his death. Describe it and state its value.

7th In/ State whether said real estate is susceptible of partition and whether it can be divided among the persons having interests therein without loss and injury to them, and whether in order to make division of said interests it will be necessary to sell said real estate and divide the proceeds thereof among the persons interested therein.

6th In. Court's question.

H. Fillmore Lankford,
Solicitor for the Plaintiff.

TESTIMONY.

FILED 10th July 1924.

Mervin Lee Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
Lambert W. Cox et als.	)	For Somerset County
		In Equity.

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I , Harry C. Dashiell, a standing examiner of said Court do hereby certify that at my office in Princess Anne, Maryland, on Thursday, July 10, 1924, I did take the following depositions, that is to say. in response to written interrogatories filed insaid cause:

Ernest W. Chelton, a witness of lawful age being first duly sworn, deposingssays:

Answer to First Interrogatory:

Ernest W. Chelton, age 47 years, residence Fairmount, Md., occupation farming.

Answer to second interrogatory:

I know all the parties to this suit, Elijah Cox Jr., Granville G. Cox, Bessie L. Parks, Louise Breathers, Richard Cox and Elsie Cox, reside in Baltimore City, Md., Wessie Smith, Maggie Cix and B. Harold Green are non residents of the state of Maryland, and do not reside in the State of Maryland. All the other parties to this suit reside in Somerset County, Maryland. I have known all the parties to this suit for many years. Mary J. Chelton one of the defendants is my mother. All the parties to this suit are of the full age of twenty one years.

Answer to third interrogatory:

I did know Elijah Cox, He was my grand father. He died intestate in the month of February 1909.

Answer to Fourth Interrogatory:

Elijah Cox left surviving him a widow, Elizabeth Cox, who is still living.

Answer to fifth Interrogatory:

The heirs at law are as follows: (1) W . Ernest Cox, a son (2) Lambert W. Cox, a son (3) Elijah Cox Jr., a son; (4) Granville G. Cox, a son (5) Carrie E. Ford, a daughter (6) Bertie Miles, a daughter (7) Mary J. Chelton, a daughter (8) Marcella Green, a daughter (9) Wessie Smith,

a daughter; (10) Bessie L. Parks. a daughter (11) Louise Breathers, a daughter (12) Mattie P. White a daughter (13) Beulah Parks, a daughter; (14) George A. Cox, a don who has since died intestate leaving surviving him as his only children and heirs at law Richard A. Cox and Elsie Cox (15) John H. Cox, a son who has since died, intestate leaving surviving him as his only heir at law, Lina Cox who has since the death of her father, died intestate leaving as her only heir at law her mother, Maggie Cox, (16) Benjamin Harold Green a son of Emma C. Green. a daughter of the said Elijah Cox who died in the life time of her father and (17) Mervin L. Cox a son the plaintiff, Harold Green has not been heard from for a number of years and I do not know whether he is living or dead, But I do know that if living he is not a resident of the State of Maryland.

Answer to sixth interrogatory:

At the time of his death, Elijah Cox owned several parcels of land in Fairmount District in Somerset County, Maryland, He owned a parcel of land which was conveyed to him by Robert F. Brattan, Trustee by deed dated Sept. 1st 1874, containing 48 1/8 acres except 3/4 of an acre, which he sold and conveyed to Laura Handy. This parcel of land is about half cleared and the balance in woodland and marsh. It is improved by a dwelling house and barn and adjoins the land of Ernest Cox and the land of Robert Miles. This property is worth in my opinion from $1200 to 1500.00. He also owned a parcel of land in the same district, containing 11 7/8 acres, which was conveyed to him by William T. Ford by deed dated July 9, 1874, recorded in Liber L.W. No. 15 folio 10. This parcel is partly marsh and partly timber land, and is worth in my opinion $50.00. The two parcels of land I have described formerly belonged to William Muir. Elijah Cox also owned a lot of marsh land on Teague's Creek, containing about 5 acres, which is described in a deed to him from John H. Ford, and Josiah Avery, dated Sept 6, 1902, this parcel of marsh is not worth more than from $5.00 to 10.00.

Abswer to seventh interrogatory:

In my opinion said real estate is not susceptible of partition and can not be divided among the persons having interests therein without loss and injury to them. The heirs are so numerous that it is impossible to make any division of said real estate among them. There is only one set of buildings on the entire properties and if any attempt should be made to make a division the part upon which the buildings stand would be much more valuable than any other portion. In my opinion in order to make division of their interests in said property it will be necessary to sell the same and divide the proceeds thereof among the persons interested therin. It seems to me that it would be an act of folly to attempt to divide these properties among the seventeen different interests.

Court question and answer:

I know nothing further.

Test: Harry C. Dashiell, Exam. Ernest W. Chelton.

Leolin F. White, a witness of lawful age, being first duly sworn, deposing says:

Answer to first interrogatory:

Leolin F. White, age 47 years residence Fairmount, Md., occupation merchant.

Answer to second interrogatory:

I know all the parties to this suit, Elijah Cox. Jr., Granville G. Cox. Bessie L. Parks Louise Breathers, Richard Cox and Elsie Cox, reside in Baltimore, Maryland, Wessie Smith, Maggie Cox and B. Harold Green are not residents of the state of Maryland, and do not reside in said state All the other parties to this suit reside in Somerset County, Md., I have known all the parties to this suit and have known them for many years. Mattie P. White, one of the defendants is my wife. All of the parties to this suit are of the full age of 21 years.

Answer to third interrogatory:

I knew Elijah Cox. He died intestate in February 1909.

Answer to fourth interrogatory:

He left a widow surviving him. Eliza beth Cox, who is still living.

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Answer to Fifth Interrogatory:

His heirs at law are as follows: W. Ernest Cox, a son. Lambert W. Cox, a son, Elijah Cox Jr., a son; Granville G. Cox, a son, Carrie E. Ford, a dauther, Bertie Miles, a daughter, Mary J. Chelton , a daughter. Marcella Green , a daughter, Wessie Smith, a daughter, Bessie L. Parks, a daughter, Louise Breathers, a daughter, Mattie P. White, a daughter. Beulah Parks, a daughter, George A. Cox, a son, who has since died, intestate leaving surviving him as his only children and heirs at law, Richard A. Cox, and Elsie Cox, John H. Cox, a son, who since died intestate leaving surviving him as his only heirs at law, a daughter, Lina Cox who has since the death of her father died intestate, leaving as her only heir at law her mother, Maggie Cox, Benjamin Harold Green, a son of Emma C. Green, a daughter of the said Elijah Cox, who died in the life time of her father, Mervin L. Cox, a son and the plaintiff. Benjamin Harold Green has not been heard from for some time and I can not state positively whether he is living or dead, but I do know that he is not a resident of the state of Maryland.

Answer to fifth interrogatory:

At the time of his death, Elijah Cox owned several parcels of land in Fairmount District Somerset County, Maryland, He owned a parcel of land which was conveyed to him by Robert F. Brattan, Trustee by deed dated Sept. 1, 1874, and recorded among the land records of said County in Liber L. W. No. 15 folio 79 containing 48 1/8 acres, except 3/4 of an acre, which he sold and conveyed to Laura Handy in his life time. This parcel of land is partly cleared and partly in woodland and marsh, is improved by a dwelling house and barn, adjoins the lands of Ernest Cox and Robert Miles. In my opinion this property is worth about $1000.00 to $1200.00.

He also owned a parcel of land in the same district, containing 11 7/8 acres, which was conveyed to him by William T. Ford, by deed dated July 9, 1874. This parcel is partly marsh and partly woodland and is worth in my opinion about $75.00. It adjoins the land of Laura R. Sterquel.

The two parcels I have described formerly belonged to Wm Muir and were sold by Robert F. Brattan Trustee to sell the land of the said Wm Muir.

Elijah Cox also owned a lot of marsh land on Teague's Creek in said district, containing about 5 acres, which is described in a deed to him from John H. Ford, and Josiah Avery, dated Sept 6, 1902, This marsh land is worth in my opinion $5.00.

Answer to seventh interrogatory:

In my opinion said real estate is not susceptible of partition and can not be divided among those having interests therein without loss and injury to them. The heirs are so many in number that it is impossible to make any division among them. There is only one set of buildings on the entire property and in any attempt to make a division the portion of the land upon which the buildings stand would be much more valuable than any other portion. I think that in order to make division of their interests in said property it will be necessary to sell the same and divide the proceeds among the persons interested. I know of no possible way in which this real estate could be divided among the numerous heirs without a loss and innury to them. There are not only seventeen different interests but one of these interests is divided into two parts.

Court Question and answer:

No sir. Leolin F. White.

Test: Harry C. Dashiell, Exam/

William H. Adams, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William H. Adams, age 57 years, residence Fairmount, Maryland. occupation farming.

Answer to second interrogatory:

I do know the parties to this suit, I have known them many years. I was present when Ernest W. Chelton and Mr. White testified in this case and heard their testimony. They have correctly stated the residence of the parties to this suit. They are all above the age of 21 years.

Answer to third interrogatory.

I know Elijah Cox, He died intestate in February 1909.

Answer to fourth interrogatory:

He left a widow Elizabeth Cox who is still living.

Answer to fifth interrogatory:

I was present when Mr. Chelton and Mr. White the proceeding witnesses testified in this case and I heard their testimony. They have correctly stated who are the heirs at law of the said Elijah Cox and I adopt their answer as my answer to this interrogatory.

Answer to sixth interrogatory:

Elijah Cox at the time of his death owned the real estate in Somerset County that was mentioned and described in the answers of Mr. Chelton and Mr. White to this interrogatory. I think the first parcel is worth about $1000.00. The second parcel about $50.00 or $75.00 and the last parcel $5.00 or 10.00.

Answer to seventh interrogatory:

The heirs who are entitled to interests in Elijah Cox's property are so numerous that I think it impossible to make any partition or division of his real estate among his heirs, without loss and injury to them. I can't conceive of any way in which the division can be made. The fact that there is only one set of buildings on any of the property alone makes it impossible to make any equal or fair division and therefore I think that in order to make division among the heirs it will be necessary to sell said property and divide the proceeds among those entitled. Court Question and answer:

No Sir.

Test: Harry C. Dashiell, Exam. Wm H. Adams

Plaintiff files with Examiner deed of trust from Lambert W. Cox to Benjamin K. Green and another marked Exhibit "A" to be used as evidence in this cause; and the plaintiff also offers in evidence all the papers in No. 2570 Chancery in the Circuit Court for Somerset County, Benjamin K. Green and George A. Cox, trustmcreated by deed of trust from Lambert W. Cox to be considered by the Court at the hearing of this cause as fully as if a certified copy of the record in said case was filed in this proceeding.

The being no further witnesses produced to me to be examined I herewith at the request of plaintiff colicitor return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal 10th day of July, 1924.

Harry C. Dashiell (SEAL).

Examiner in Chancery

Bill of costs:

Harry C. Dashiell Examiner $4.00.

Exhibit A.

THIS DEED, made this ninth day of October in the year ninteen hundred and nine by Lambert W. Cox of Somerset County and state of Maryland:

Whereas the said Lambert W. Cox, is indebted unto sundry persons in various sums of money which he is unable to pay in full, and desire to convey all his property and estate to Benjamin K. Green and George A. Cox of said county and state, in trust for the benefit of his creditors as hereinafter set forth, except such property as is by law exempted from execution.

Now therefore this deed witnesseth that in consideration of the premises and the sum of five dollars the said Lambert W. Cox does hereby grant and convey and assign unto the said Benjamin K. Green and George A. Cox his heirs and personal representatives and assigns all his the said Lambert W. Cox's estate and property of every nature kind or description, real and personal, in possession, reversion, remainder or expectancy, and wheresoever situated except such property is exempted by law from execution.

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To have and to hold the same unto the said Benjamin K. Green and George A. Cox his personal representatives and assigns in trust and confidence, nevertheless for the following purposes to wit:
First: To take possession of the said estate and property, and without unnecessary delay, to covert the same into money by the sale of so much as is salable , and collection of so much there of as is collectible, and to apply the proceeds after the payment of the lawful expenses of this trust, including reasonable commission of upon the trust fund to said Benjamin K. Green and George A. Cox for their services according to law in such cases and after the payment of the wages or salaries due to the clerks, employees or servants of said grantor contracted within three months anterior to the execution of this deed to the payment in full of the debts due and owing by the said Lambert W. Cox without preference or priority, except as by law provided if the net proceeds shall be sufficient therefor, and if insufficient then to the payment of the aforesaid debts pro-rata, without preference or priority except as aforesaid as the same would be decreed to be paid by a Court of equity.
Secondly: After the payment in full of all the debts aforesaid and all claims and demands whatsoever against the said Lambert W. Cox for which he may be liable in trust to pay the surplus, if any there be to the said Lambert W. Cox his proper representatives and assigns.
And the said Lambert W. Cox for the purposes aforesaid does hereby make, constitute and appoint the said Benjamin K. Green and George A. Cox his true and lawful attorney irrevocable in his name or otherwise to ask, demand, sue for, recover and receive of and from all and every person or persons all the property goods, chattels wares, merchandise, debts or sums of money due, owing or belonging to the said Lambert W. Cox and hereby granted and conveyed.
And for all reseipts and deliveries to make execute and acknowledge due acquitances, and to compound for any deubtful debts, and further to do all other lawful acts required to be done in the premises in the due and lawful execution of this trust as fully and effectually as he, the said Lambert W. Cox might or could have done if these presents had never been executed.
As witness the hand and seal of the said Lambert W. Cox the day and year first above written.
Test: E. B. Lyons. Lambert W. Cox (SEAL).
State of Maryland, Somerset County to wit:

I hereby certify that on this ninth day of October in the year 1909, before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid, personally appeared Lambert W. Cox and acknowledged the foregoing deed to be his deed and act.

Emanuel B. Lyons, J. P.

Received for record 12th November 1909, at 12 O'clock same day recorded in Liber S.F.D. NO. 52 folio 530 &c., one of the land records of Somerset County.

Per: S. Frank Dashiell, Clerk.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling. Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing is a true and correct copy of the deed of trust as redorded in Liber S.F.D. NO. 52 folio 530 one of the land records of Somerset County.

Seal of Court. In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 8th day of July 1924.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 22nd July 1924 the Circuit Court here passed the following decree in the premises, to wit:

Mervin L. Cox	)	In Equity in the Circuit Court
Vs.	)	For Somerset County
W. Ernest Cox and others.	)	No. 3664 Chancery

This cause standing ready for hearing and being submitted without argument the proceedings were read and considered/
It is thereupon this 22nd day of July in the year nineteen hundred and twenty four by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in

the proceedings mentioned be sold.

That H. Fillmore Lankford be and he is hereby appointed trustee to make such sale, the course and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the state of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of thirty two hundred dollars if individual sureties, or one half of said penal sum if corporatiin security, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said real estate having first given at least three weeks previous notice, inserted in some newspaper printed in said County, and such 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 in cash on the day of sale the balance of the purchase money to be paid in one year from day of sale , the whole to bear interest from the day of sale, and the payment thereof to be secuted by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairnessof such sale or sales annexed. And on the ratification of such sale or sales, by this Court and on the payment of the whole purchase money(and not before) the said trustee shall by a good and sufficient deed to be executed and acknowledged, according to law, convey, to the purchaser or purchasers of said property to his, her or their heirs the property to him, her or them sold, free , clear and discharged of all claims 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 said sale or sales, and the bonds 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged his trust. Robt F. Duer, Judge.

And whereupon the said H. Fillmore Lankford, Trustee filed in Court here a bond in the words following to wit:

KNOW ALLMEN BY THESE PRESENTS, that we H. Fillmore Lankford, of Somerset County, in the state of Maryland, principal and the Fidelity and Deposit Company of Maryland, a body corporate, surety are held and firmly bound unto the state of Maryland, in the full and just sum of sixteen hundred dollars current money to be paid to the said state of Maryland, or its certain Attorney to which payment well andtruly tonbe made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with out seals and dated this 18th day of August, nineteen hundred and twenty four.

Whereas the above bounden H. Fillmore Lankford by virtue of a decree of the Circuit Court for Somerset County Maryland in Equity has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Mervin L. Cox against W. Ernest Cox, Lambert W. Cox, and others the ame being No. 3664 on the Chancery Docket of the Circuit Court for Somerset County and now pending in said Court.

Now the condition of the above obligation is such that if the above bounden H. Fillmore Lankford do and shall well and faithful perform the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden H. Fillmore Lankford has hereto set his hand and seal and the said body corporate has caused these presents to be signed by its Attorney in fact, and the its corporate seal to be affixed the day and year first hereinbefore written.

Witness:

James R. Stewart. Corporate Seal.

H. Fillmore Lankford (SEAL).

Fidelity and Deposit Comppany of Maryland
By: H. Fillmore Lankford,
Attorney in fact.

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 17th September 1924 the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
Lambert W. Cox, W. Ernest Cox and others.	)	For Somerset County.

To the Honorable, the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, Trustee under the decree in the above cause to sell the real estate therein decreed to be sold, respectfully represents:

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in him by said decree, and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald" a weekly newspaper printed in Somerset County, and by handbills posted at the Court House door and other public places in said County, he did, in pursuance of said notice attend at the Court House door in Princess Anne Maryland on Tuesday the 19th day of August, 1924, at the hour of two o'clock P. M. and then and there proceeded to sell said real estate at public auction as follows: He first offered all that lot of land in Fairmount Election District in Somerset County Maryland containing forty seven and three eighths acres, more or less, adjoining the lands of W. Ernest Cox, Robert Miles and others, about one half thereof being arable land and one half thereof woodland and marsh, and being the same property which was conveyed to Elijah Cox by Robert F. Brattan Trustee to sell the land of William Muir, by deed dated the 1st day of September, 1874, recorded among the land records of said county in Liber L. W. No. 15 folio 79 etc. (except three fourths of an acre thereof conveyed by said Elijah Cox and wife to Laura Handy) improved by a dwelling house and barn, and sold the same to W. Ernest Cox he being the highest bidder therfor at and for the sum of two thousand dollars.

He next offered all that lot of landin said district, county and state, containing eleven and seven eighths acres more or less, whichwas conveyed to said Elijah Cox by William T. Ford by deed dated the 9th day of July, 1874, recorded among said records in Liber L. W. No. 15 folio 10 etc., lying on the road from Lower Fairmount to Tyler's Creek being partly woodland and partly marsh, adjoining the land of Laura R. Sterquel and which formerly belonged to William Muir and sold the same to the said W. Ernest Cox, he being then and there the highest bidder therefor at and for the sum of thirty dollars.

He next offered all that lot of marshl and in said district, County and state containing five acres more or less fully described in a deed to said Elijah Cox from John H. Ford and Josiah Avery dated the 6th ay of December 1902, recorded among the said records in Liber O.T.B. NO. 34 folio 273 etc., and being the same property conveyed to the said Elijah Cox and John H. Ford and Josiah Avery, by Daniel Meredith, and sold the same to the said W. Ernest Cox, he being then and there the highest bidder therefor at and for the sum of five dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the trustee.

And the said trustee brings into the Court the money and bond arising on said sales and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford, Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 17th day of September nineteen hundred and twenty four before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared H. Fillmore Lankford the trustee named in the foregoing report of sales, and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein reported were fairly made.

W. Jerome Sterling, Clerk.

Upon this said report the Clerk of the Circuit Court here passed the following order, to wit:

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
Lambert W. Cox W. Ernest Cox and others.	)	For Somerset County.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity, this 17th day of September nineteen hundred and twenty four that the report of H. Fillmore Lankford, the trustee mentioned in the above cause, and the sales of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 14th day of October 1924, provided that a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 14th day of October 1924.

The report states the amount of sales to be $2035.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 29th day of October 1924 come again into Court here the said Complainant, by his solicitor aforesaid, and on motion of the said complainant by his solicitor, aforesaid the Court here passed the following order to wit:

Mervin L. Cox	)	No. 3664 Chancery
Vs.	)	In the Circuit Court
Lambert W. Cox and W. Ernest Cox and others.	)	For Somerset County.

It having been proved to the Court here that a copy of the proceeding order nisi has been published according to the provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 29th day of October nineteen hundred and twenty four ordered by the Circuit Court for Somerset County in Equity that the within report of H. Fillmore Lankford trustee and the sales by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling Clerk.

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State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said county, on the first Monday in November ,in the year of Our Lord one thousand nine hundred and twenty Four.

Hon. John R. Pattison, Chief Judge
Hon. Joseph L. Bailey Asso Judge
Hon. Robert F. Duer Asso. Judge.

Luther Daugherty, Sheriff W. Jerome Sterling, Clerk.

In the record of proceedings of said Court, among others were the following to wit:

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Be it remembered that heretofore to wit on the 22nd September 1924 a certain E. S. Adkins & Co; by its colicitor Gordon Tull, exhibited and filed in the Circuit Court here Two original Mortgages executed and delivered to E. S. Adkins & Co., by a certain Clarence T. Cottman and wife of said County and state, which said Mortgages are in the words following to wit:

THIS MORTGAGE, made this 18th day of November in the year nineteen hundred and twenty two by Clarence T. Cottman and Lillian R. Cottman his wife both of Somerset County and state of Maryland, Witnesseth:

Whereas the said Clarence T. Cottman and Lillian R. Cottman his wife are indebted unto the E. S. Adkins Company a corporation existing under and by virtue of the laws of the state of Delaware in the sull and just sum of Two Thousand dollars ($2000.00) for building material and supplied furnished by the said E. S. Adkins & Co., to the said Clarence T. Cottman and Lillian R. Cottman, in the building and erection of a home and on the hereinafter described lot of land, and have given therefor unto the said E. S. Adkins and Company, their bill obligatory for the said principal sum, of even date herewith, payable to the said E. S. Adkins & Company, its successors and assigns, in annual installments of three hundred dollars including the interest from the date hereof, untill the whole amount of the two thousand dollars and interest thereon is paid and settled. to better secure the payment of which said sum with interest as aforesaid when and as the same shall become due and payable these presents are executed.

Now therefore this Mortgage witnesseth that for andin consideration of the premises and of the sum of one dollar the said Clarence T. Cottman and Lillian R. Cottman his wife, do hereby grant and convey unto the said the E. S. Adkins Company, a corporation as aforesaid its successors and assigns, all that lot tract and parcel of land situate lying and being in Lawsons District, Somerset County Maryland, on the west side of the road leading from Marion Sta, to Tulls Corner. adjoining the Handy Memorial M. E. Church property containing 22500.00 square feet of land more or less and being the same building lot purchased by us from Harding P. Tull et als. and conveyed to us by deed made the 5th day of July 1922 and recorded among the land records of Somerset County in Liber W.J.S. NO. 86 folio 119 the same being a part of the N.J.P. Tull property.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the afore said sum of money with interest as aforesaid as the same shall respectively becomd due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues, chargesl, mortgage debt and interest aforesaid the said Clarence T. Cottman and Lillian R. Cottman his wife, do hereby covenant to pay when legally demandable, But if default be made in the payment of said money or the interest thereon to accrue or in any part of either of them at the time limited for the payment of the same or in any agreement covenant or dondition of this Mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee its successors personal representatives or Gordon Tull his her or their Attorney or agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in kaing such sale, and to grant andconvey the said property to the purchaser or purchasers thereof his her or their heirs ar assigns, and which sale shall be made in the manner following, viz: Upon giving twenty days notice of the time, place manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of

said property, under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said Mortgagee its successors, personal representatives and assigns, under this mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagors or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee, and one half the commissions hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall be first paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Two Thousand, dollars and to cause the policy to be affected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee its successors personal representatives and assigns to the estent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the said Mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said imprpvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Gordon Tull. Clarence T. Cottman (SEAL).

Lillian R. Cottman (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 18th day of November in the year nineteen hundred and twenty two before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared Clarence T. Cottman and Lillian R. Cottman his wife the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me Gordon Tull attorney in fact of the said mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent of the said E. S. Adkins & Company for the purpose of making this affidavit.

In witness whereof I have hereunto subscribed my name and affixed my official seal the day and year first above written.

J. Frank Miles, Justice of the Peace.

Received for record 18th November 1922 and recorded in Liber W.J.S. NO. 83 folio 480 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Bill obligatory

9VOGE

$2000.00. Marion Station Md., November 18th 1922.

For value received we promise to pay unto the E. S. Adkins Company a corporation existing under and by virtue of the laws of the state of Delaware its successors and assigns, the just and full sum of Two Thousand dollars ($2000.00) for building material and supplies furnished by said E. S. Adkins & Co., in the erection and building of our home near Handy Memorial M. E. Church at Marion, said sum to be paid in equal annual installments from the date hereof of three hundred dollars with interest that is to say, all the interest on the unpaid principal and enough of the principal shall be paid annually until the whole amount of $2000 and the interest thereon is paid. Witness our hands and seals the day and year first above written.

Test: Clarence T. Cottman (SEAL).

Gordon Tull. Lillian R. Cottman (SEAL).

Second Mortgage.

THIS MORTGAGE, made this 2nd day of February in the year nineteen hundred and twenty four, by Clarence T. Cottman and Lillian R. Cottman his wife of Marion Station, Maryland, and also by L. Creston Beauchamp, judgment creditor of Princess Anne Md., who joins in this mortgage solely for the purpose of releasing the land and property herein described from the lien of a judgment for $150.00 and $15.00 collection charges dated July 7th 1922, and being No. 77 Appearances, April Term. 1922, in the Circuit Court for Somerset County, and only for the purpose of making this mortgage prior lien on said land to said Judgment, Witnesseth:

Whereas the said Clarence T. Cottman and Lillian R. Cottman his wife are justly indebted unto the E. S. Adkins Co., a Delaware Corporation located in Salisbury Maryland, in the just and full sum of One Thousand and forty Two Dollars and eighty nine cents ($1042.89) for materisls furnished to repair, rebuild and improve their home, and have given therefor unto the said E. S. Adkins & Co. their bill obligatory for the said principal sum of even date herewith, payable to the said E. S. Adkins & Company, its successors and assigns, in seven equal annual installments of $148.98 each from August 1923, that is to say $148.98 on Aug. 1st 1924, and $148.98 on the 1st of Aug, thereafter with interest on each of which said installments remaining unpaid, annually, at six per cent per annum, untill each installment and all interest is fully paid and satisfied, to better secure the payment of which said sum with interest on each installment from August 1st, 1923, untill paid as aforesaid, when and as the same shall become due and payable, these presents are executed.

Now therefore this Mortgage witnesseth that for and in consideration of the premises and of the sum of one dollar the said Clarence T. Cottman and Lillian R. Cottman and the said L. Creston Beauchamp for the purpose aforesaid do hereby grant and convey unto the said E. S. Adkins & Company, a delaware corporation as aforesaid its successors and assigns, all that lot and parcel of land situate lying and being in Lawsons District, Somerset County, Maryland, on the west side of the stone road leading from Marion toward Tulls corner, adjoining the Handy Memorial M. E. Church property, and containing 22500 sq. feet of land more or less and being the same lot of land conveyed unto the said Clarence T. Cottman by deed from Harding P. Tull et als. dated July 5th 1922 and recorded in Liber W.J.S. No. 86 folios 119-20; to which said deed for a fuller description of the lot of land hereby intended to be conveyed, reference is here made and it is hereby made a part hereof.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid, as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes assessments public dues, charges, mortgage debt and interest aforesaid the said Clarence T. Cottman and Lillian R. Cottman do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee its successors representatives or assigns or Gordon Tull its, his, her or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deeded expedient and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of aid property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagee its successors and personal representatives and assigns, under this mortgage whether the same shall have matured or not and the surplus (if any there be)shall be paid to the said Mortgagors or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powere hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after and advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed andunless all of said costs fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said Mortgaged property to the purchaser at any such sale. And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least two Thousand dollars and to cause the policy to be affected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee its successors personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the said Mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said Mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test: Vernon E. White.

Clarence T. Cottman (SEAL).

Lillian R. Cottman (SEAL).

L. Creston Beauchamp (SEAL).

9VOGE

State of Maryland, Somerset County to wit:

I hereby certify that on this 2nd day of February in the year nineteen hundred and twenty four before the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid duly commissioned personally appeared Clarence T. Cottman and Lillian R. Cottman h his wife and L. Creston Beauchamp Judgment lienor as aforesaid the mortgagors named in the foregoing mortgage and each adknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me Gordon Tull, agent of said E. S. Adkins & Company, mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent and attorney of said E. S. Adkins & Company for the purpose of taking this affidavit.

Witness my hand and Notarial seal the day and year first above written.

Seal of Notary.

Vernon E. White, Notary Public.

Received for record 26th February 1924 and recorded among the land records of Somerset County in Liber W.J.S. NO. 88 folio 362. on the

Per W. Jerome Sterling, Clerk.

$1042.89 Marion Station Md., Feb 2nd 1924.

For value received we Clarence T. Cottman and Lillian R. Cottman his wife, do hereby promise to pay to the E. S. Adkins & Company a corporation duly incorporated under the lasw of Delaware and doing business in the state of Maryland, with its home office at Salisbury, Maryland its successors and assigns the just and full sum of Ten Hundred and Forty two dollars and eighty nine cents ($1042.89) with interest payable in seven equal annual installments from August 1st, 1923, that is to say$148.98 on August 1st 1924, with interest thereon; and a like amount with interest thereon from August 1st, 1923, till paid on each August 1st, thereafter till the whole of the said principal and interest is fully paid and satisfied.

This obligation being given for materials furnished by said E. S. Adkins & Co., to repair, rebuild and improve our home or residence near Marion Station, Md., and this obligation is further secured by a mortgage on said property of even date and tenor herewith, as well as by Mechanics and material man.s lien duly recorded &c.

As witness our hands and seals this 2nd day of Feby in the year nineteen hundred and twenty four.

Test: Clarence T. Cottman (SEAL).

Vernon E. White. Mrs. Lillian R. Cottman (SEAL).

Mrs. Lillian R. Cottman (SEAL).

And thereupon the said Gordon Tull Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS THAT WE, Gordon Tull, principal of Somerset County, Maryland, and Fred P. Adkins and E. Dale Adkins sureties, of Wicomico County, Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of Sixty one hundred dollars ($6100.00 current money, to be paid to the aid state of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind outselves, and each of usm our and each of our heirs, executors administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of September, in the year nineteen hundred and twenty four.

Whereas the above bounden Gordon Tull by virtue of the powers contained in two mortgages to E. S. Adkins & Co., a corporation from Clarence T. Cottman and Lillian R. Cottman the first for $2000.00 dated November 18th 1922, and recorded in W.J.S. No. 83 folios 480&c., and the other for $1042.89 dated February 2nd 1924 and recorded in Liber W.J.S. NO. 88 folio 362 etc.,as attorney named in said mortgagee, is authorized and empowered to sell the real estate therein mentioned (default having occurred under the terms of said mortgages) and whereas said Gordon Tull is about to make sale of said property to satisfy the indebtedness due and secured by said mortgages.

Now therefore the condition of this obligatory is such that if the above bounden Gordon Tull do and shall well and faithfully perform the trust reposed in him in and by the said mortgage or that may be reposed in him by any future decree or order in the premises, then the above obligation is to be void. otherwide to be and remain in full force and virtue in law.

As witness our hands and seals the day and year first above written.

Test: Gordon Tull (SEAL).

Frank M. Cline Fred P. Adkins (SEAL).

Frank M. Cline. E. Dale Adkins (SEAL).

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 23 Octover 1924 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so aforesaid filed are in the words following to wit:

Gordon Tull, exparte under two mortgages) No. 3747 Chancery
from Clarence T. Cottman and Lillian R.) In the Circuit Court
Cottman to E. S. Adkins & Co.) For Somerset County.

To the Honorable the Judges of said Court:

The report of sales of Gordon Tull Attorney named in two certain mortgages made and executed by Clarence T. Cottman and Lillian R. Cottman to the E. S. Adkins & Co., Inc., dated Nov 18,1923 and Feby 2nd 1924 and recorded in Liber W.J.S. NO. 83 folio 480 and the other recorded among the land records of Somerset County in Liber W.J.S. NO. 88 folio 362 under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgages or in the payment of the interest thereon or in some other covenant or condition of said mortgages whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage and as required by law and giving notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times a paper published in Somerset County once a week for three successive weeks before the day of sale and by hand bills extensively circulated throughout said county, he did pursuant to said notice attend at Marion Station in front of the Farmers Bank on the Saturday the 18th day of October 1924, at 3 O'clock P. M. and then and there proceed to sell said property, to wit: All that lot of land with the improvement thereon consisting of a new dwelling house and outbuildings situate in Lawsons District Somerset County on the south end of Marion and on the west side of the state road leading from Marion to Tulls Corner and binding thereon adjoining the Handy Memorial M. E. Church property and containing 22500 square feet of land more or less and being the same lot of land conveyed to said Clarence T. Cotman by Harding P. Tull et als. by deed dated July 5th 1922, and recorded in Liber W.J.S. NO. 86 folio 119, and being the property where said Clarence T. Cottman resided at the time of his death.

And sold the same to the mortgagee E. S. Adkins & Co. of Salisbury Md.m it being then and there the highest bidder therefor at the sum of thirty one hundred dollars ($3100.00.) and the said purchaser has complied with the terms of sale.

And the proceeds of sale being for less than the mortgage indebtedness, the Court is hereby requested to ratify the following statement:

Whole amount of mortgage indebtednesswith interest due			$3500.00
Amount of proceeds of sale		$3100.00	
Expenses.			
Trustees commissions	$158.00		
Clerks costs	12.50		
Solicitor	10.00		
Advertising sale and Hand Bills	24.00		
Auctioneer	2.00		
Taxes 1923 and 1924.	73.81		
Total expenses of Foreclosure	280.31		
Total Mortgage indebtedness plus foreclosure costs			3780.00
Total amount of sales			3100.00
Balance due and owing on Mortgage.			680.31

Gordon Tull, Attorney.

9VOGE

State of Maryland, Somerset County Sct:

On this twentieth day of October 1924, personally appeared before me Clerk of the Circuit Court of the state of Maryland in and for Somerset County Gordon Tull Attorney named in the above report of sale and made oath in due form af law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling,
Clerk of the Circuit Court for Somerset County.

Upon which said report the Circuit Court here passed the following order to wit:

Gordon Tull, Ex Parte under two mortgagees from C	)	In the Circuit Court
Clarence T. Cottman and Lillian R. Cottman to the	)	For Somerset County
E. S. Adkins & Co. Inc/	)	No. 3747 Chancery.

Ordered that the sale of the property mentioned in these proceedings as well as the account therein audited with the report thereof made and reported by Gordon Tull attorney under two mortgages from C. T. Cottman and wife to the E. S. Adkins & Co. Inc. being No. 3747 on the Chancery Docket in said Court be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of November 1924, Provided that a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 15th day of November next.

The report states the amount of sales to be $3100.00.

Robt F. Duer. Judge.

And now at this day on the 24th day of November 1924 Comes again into Court here the said trustee by his solicitor and on action of the said trustee the Court here passed the following order to wit:

Gordon Tull, Ex Parte under two	)	In the Circuit Court
mortgagees from C. T. Cottman and wife	)	For Somerset County
to the E. S. Adkins & Co. Inc.	)	No. 3747 Chancery

Ordered by the Court this 24th day of November 1924, that the sale made and reported by theTrustee aforesaid and the account aucited in his report be and the same are hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expesnes as he shall produce vouchers for to the Auditor.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per : W. Jerome Sterling ,Clerk.

""

Be it remembered that heretofore to wit on the 16th day of August 1924 Marine Bank of Somerset County, by Frederick E. Gardner its solicitor exhibited and filed in the Circuit Court here, a certain Mortgage executed and delivered to The Marine Bank of Somerset County by a certain Elmer H. Daniels and Esther V. Daniels his wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE MADE THIS 12TH DAY OF July in the year nineteen hundred and twenty two by Elmer H. Daniels and Esther V. Daniels his wife of Somerset County in the state of Maryland: Whereas the said Elmer H. Daniels and Esther V. Daniels his wife have this day borrowed from The Marine Bank of Crisfield" (a body corporate existing under the laws of the state of Maryland the sum of Nine Hundred dollars ($900.00) and have executed and delivered unto the said "The Marine Bank of Crisfield" a body corporate as aforesaid their bill obligatory for said sum of Nine Hundred dollars ($900.00) dated evenly herewith, payable one year after date with interest from date, which said interest is to be paid every four months; and whereas for the purpose of further securing the payment of said sum of money with interest, and payable as aforesaid the

said Elmer H. Daniels and Esther V. Daniels his wife have agreed to execute this mortgage. Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Elmer H. Daniels and Esther V. Daniels his wife have granted and by these presents do grant and convey unto the said "The Marine Bank of Crisfield" a body corporate as aforesaid its successors and assigns all that lot or parcel of land situate lying and being in the City of Crisfield, Somerset County and state of Maryland and described as follows: Being all that lot or parcel of land situate in the City of Crisfield, Somerset County, Maryland, on the north side of the New York, Philadelphia and Norfolk Railroad Company track, and fronting forty (40) feet on said railroad, and running back a distance of eighty (80) feet, the same being all the real estate and premises which were conveyed by Thomas G. Hodson and Alice M. Hodson, his wife, by deed bearing date the 30th day of December, in the year eighteen hundred and seventy six and recorded among the land records of Somerset County in Liber L. W. NO. 16 folio 574 etc., unto Laura Daniels and William Daniels for life and to the children of the said Laura Daniels and William Daniels jointly born during their marriage with each other surviving at the death of the aaid Laura Daniels in fee simple, the said Elmer H. Daniels being the only heir at law of the aaid Laura Daniels and William Daniels both of them are deceased, to which said deed and records special reference is here made for a more accurate description of the land and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments, public dues charges, mortgage debt and interest aforesaid the said Elmer H. Daniel and Esther V. Daniels, mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of the aid money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this Mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee its successors or assigns or John B. Robins its and their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property the said property to the purchaser or purchasers thereof, his her or their heirs an assigns, and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage, whether the same shall be matured or not and the surplus (if any there be) shall be paid to the said Mortgagers or to whoever may be entitled to the same; and in the event that said mortgaged

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property or any part thereof shall be advertised under the powers hereby granted, and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the payty advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorneys fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Nine Hundred dollars and to cause the policy to be effected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee its successors and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgaors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test: Herman F. Nelson. Elmer H. Daniels (SEAL).

Esther V. Daniels (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 12th day of July in the year nineteen hundred and twenty two before the subscriber a Notary Public of the state of Maryland, in and for Somerset County aforesaid, personally appeared Elmer H. Daniels and Esther V. Daniels his wife the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his respective act and deed; and at the same time and place also personally appeared before me Gordon T. Atkinson, President of tThe Marine Bank of Crisfield, mortgagee and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth. and the said Gordon T. Atkinson, further made oath, as aforesaid that he is the president of The Marine Bank of Crisfield" mortgagee and its duly authorized agent for the purpose of making this affidavit. In testimony whereof I hereunto subscribe my name and affix my notarial seal the day and year aforesaid.

Seal of Notary. Herman F. Nelson, Notary Public.

Received for record 14th July 1922 and recorded in Liber W.J.S. NO. 83 folio 322 one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

For valuable consideration, the Marine Bank of Crisfield hereby assigns the within mortgage to Eli L. Furniss without recourse.

As witness the corporate seal of the said the Marine Bank of Crisfield, and the hand of its President, Gordon T. Atkinson, this 12th day of July, in the year nineteen hundred and twenty four.

Corporate Seal.

Test: Egbert L. Quinn. Cashier. Gordon T. Atkinson
President, The Marine Bank of Crisfield.

Filed for record 26th July 1924 and recorded in Liber W.J.S. NO. 83 folio 322.

Test: W. Jerome Sterling, Clerk.

For value received, I hereby assign the within mortgage to Frederick E. Gardner, Attorney for the purpose of foreclosure.

Witness my hand and seal this 14th day of August 1924.

Test: J. Eugene Gardner. Eli L. Furniss (SEAL).

And whereupon the aid Frederick Gardner trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Frederick E. Gardner of Somerset County, state of Maryland as principal and Hartford Accident and Indemnity Company, a corporation under the laws of the State of Connecticut, as surety are held and firmly bound unto the State of Maryland in the just and full sum of Two Thousand 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 and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this 25th day of July in the year nineteen hundred and twenty four.

Whereas by a mortgage dated the 12th day of July nineteen hundred and twenty two from Elmer H. Daniels and Esther Daniels his wife, to the Marine Bank of Crisfield, which said mortgage was later assigned to Eli L. Furniss by the said Marine Bank of Crisfield, and is so recorded among the land records of Somerset County, and whereas default has been made in the payment of the mortgage debt thereby secured, and the said mortgage has been assigned to the above bound Frederick E. Gardner for the purpose of foreclosure.

Now the condition of this obligation is such that if the above bound Frederick E. Gardner, does and shall well and faithfully perform and execute his duty as Attorney to sell the mortgaged property, and shall abide by andperform in all things any order or decree of the Circuit Court aforesaid that may be passed in the premises, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Test: Benson W. Sterling Frederick E. Gardner (SEAL). Corporate

Witness as to Surety: Hartford Accident & Indemnity Co., Seal.

E. L. Watson. By A. P. Weaver, Atty in fact.

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 11th September 1924 thesaid trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following, to wit:

Frederick E. Gardner, Ex Parte.) Under power contained in a Mortgage

) No. 3734 Chancery

In the Circuit Court

For Somerset County.

To the Hon. Judge of the Circuit Court for Somerset County.

Sitting in Equity.

The report of Frederick E. Gardner, under power of sale to him contained, in the Mortgage filed in this Cause to sell the land mentioned in said Mortgage with the improvements thereon respectively shows:

That after giving bond with security approved by the Clerk of the Circuit Court for Somerset County for the faithful performance of his trust, and after complying with all the prerequisites as required by law, and by the terms of said mortgage and power, and after having given notice of the time place manner and terms of sale by advertisement, published in The Crisfield Times a weekly Newspaper published in Somerset County, once each week for four successive weeks, as will appear by publisher's certificate thereof herewith filed as a part of this report he did pursuant to said notice attend in front of the Post Office in Crisfield, on Main Street, at the hour of 2 o'clock P.M. on Saturday September 6th 1924, and did then and there proceed to sell the real estate as follows; Your trustee offered at public auction to the highest bidder for cash, the property mentioned in said Mortgage and described as follows: All that lot or parcel of land with

the improvements thereon, situate lying and being in the City of Crisfield, Somerset County, Maryland, and described as follows: Being all that lot or parcel of land, situate in the City of Crisfield, Somerset County, Maryland, on the north side of the New York, Philadelphia and Norfolk Railroad track, fronting forty feet on said Railroad and running back a distance of eighty feet, the same being all the real estate and premises which were conveyed by Thomas S. Hodson and Alice M. Hodson, his wife, by deed bearing date the 30th day of December 1876, and recorded among the land records of Somerset County, in Liber L. W. No. 16 folio 574 etc., unto Laura Daniels and William Daniels for life and to the children of the said Laura Daniels and William Daniels jointly born during their marriage with each other, surviving at the death of the said Laura Daniels, the said Elmer H. Daniels being the only heir at law of the said Laura Daniels and William Daniels, both of whom are deceased.

Whereupon Eli L. Fumniss being the highest bidder therefor, became the purchaser thereof at and for the sum of One Thousand Four Hundred dollars ($1400.00) which he has fully paid and the undersigned hereby prays a ratification by the Court of the said sale and of his proceedings under the power contained in the power contained in the aforesaid mortgage.

Frederick E. Gardner
Trustee and Attorney under the Power of sale contained in the Mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 10th day of September in the year nineteen hundred and twenty four before me the subscriber a Notary Public of the state of Maryland, in and for Somerset County aforesaid, personally appeared Frederick E. Gardner, the Trustee and Attorney mentioned in the foregoing report, and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal the day and year last above written.

Seal of Notary.

Herbert L. Richardson, Notary Public.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit: Ordered by the Clerk of the Circuit Court for Somerset County this 11th day of September nineteen hundred and twenty four that the sale of property made and reported by Frederick E. Gardner, Attorney, under the power in a mortgage from Elmer H. Daniels and Esther V. Daniels, his wife, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of October next, provided a copy of this order be inserted in some newspaper published in Somerset County, onee in each of three successive weeks before the 11th day of October next. The report states the amount of sales to be $1400.00.

W. Jerome Sterling, Clerk.

Ordered by the Circuit Court for Somerset County this 1st day of December 1924, that the sale made and reported by the, Trustee and Attorney aforesaid, be and the same is hereby finally ratified and confirmed noncause 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.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County, in Equity begun and held at a term at Princess Anne Town, in and for said county on the first Monday in January in the year Nineteen hundred and twenty five.

Were Present. Hon. John R. Pattison, Chief Judge
Hon. Joseph L. Bailey Asso Judge
Hon. Robert F. Duer Asso Judge.
Luther Daugherty, Sheriff
W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""""""""""""""""""

Turner Brothers Company, a Maryland corporation	)	
Vs.	)	No. 3711 Chancery
Hattie Jones Disharoon, Merlie Willing and	)	In the Circuit Court
Leslie Willing, her husband, Minnie Webster and	)	For Somerset County
Tilden Webster, her husband, Flossie Maddox and	)	In Equity.
Kendall Maddox her husband, and Lola Hall and	)	
J. Keifford Hall, her husband and J. Keifford	)	
Hall administrator.	)	

To the Honorable the Judges of said Court:

The Plaintiff, who sues as well for itself as for all other creditors of Henry C. Disharoon late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

First: That the said Henry C. Disharoon in his lifetime and his brother, Woodland Disharoon were engaged in the mercantile business in said Somerset County, Maryland, and were therein partners trading as Disharoon Brothers and that said partnership, constituted as aforesaid was in the lifetime and at the time of the death of the said Henry C. Disharoon indebted unto the plaintiff Turner Brothers Company, a corporation existing under the laws of the state of Maryland, in the full and just sum of Eleven Hundred and seventy eight dollars and seventeen cents ($1178.17) with interest thereon for goods bargained and sold bybthe plaintiff to said partners trading as Disharoon Bros.

Second: That the said Henry C. Disharoon being so indebted as aforesaid unto your orator and unto divers other persons and having real estate of great value situated in Tangier Election District Somerset County, State of Maryland, departed this life on or about the 3rd day of April, 1923, intestate, leaving a widow and the following children surviving him as his only heirs at law.

(a) Hattie Jones Disharoon, a widow and defendant, who is an adult and who now resides in Dorchester County Maryland.

(b) Merlie Willing a defendant and a daughter who inter married with the defendant, Leslie Willing both of whom are adults and reside in Somerset County, Maryland,

(c) Minnie Wesbster. adefendantandeaadaughter , who intermarried the defendant Tilden Webster, both of whom are adults and reside in Somerset County, Maryland.

(d) Flossie Maddox, the defendant and a daughter who intermarried with the defendant, Kendall Maddox, both of whom are adults and reside in Dorchester County, Maryland.

(e) Lola Hall the defendant and a daughter who intermarried with the defendant J. Keifford Hall both of whom are adults and reside in said Dorchester County, Maryland.

Third: That administration of all and singular the personal estate of the said Henry C. Disharoon has been granted by the Orphan's Court of Somerset County to J. Keifford Hall, who, in virtue thereof has possessed himself of the said personal estate of the said Henry C. Disharoon as will fully appear by reference to a certificate of letters of administration granted on the estate of the said Henry C. Disharoon, herewith filed as part hereof marked "Exhibit A".

Fourth: That the personal assets of said partnership of Disharoon consists of an amount of cash

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money which is absolutely insufficient to pay the debts due and owing by said partnership; and that the said assets of said partnership together with the personal estate of thesaid Henry C. Disharoon, deceased, will be absolutely insufficient to pay the debts due and owing by said partnership at the time of the death of the said Henry C. Disharoon and which said indebtedness is still unpaid.

TO THE END THEREFORE:

(1) That the said parsonal estate of Henry C. Disharoon, deceased, and the said assets of said partnership may be applied, in due course of administration, in payment of the debts of the said intestate due to the plaintiff, and all other creditors who may come in and contribute to the expenses of this suit.

(2) That the said real estate of the said Henry C. Disharoon. deceased or so much thereof as may be necessary for the purpose may be sold for the payment of so much of the aforesaid debt as may remain unsatisfied by the application of the personal estate as aforesaid.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Minnie Webster and Tilden Webster her husband, and Merlie Willing and Leslie Willing her husband, adults, residing in Somerset County, Maryland, Flossie Maddox and Kendall Maddox, her husband, and Hattie Jones Disharoon and Lola Hall and J. Keifford Hall, her husband and J. Keifford Hall, administrator of the late Henry C. Disharoon, deceased, all adults residing in Dorchester County, state of Maryland, commanding them and each of them to be and appear either in person or by solicitor, in this Court on or before a certain day, to be named therein, to show cause if any, they have, why a decree ought not ot be passed as prayed.

And as in duty bound etc.

Harry C. Dashiell,
Solicitor for Complainant.

Exhibit A referred to in the foregoing Bill is as follows:

Maryland Sc: The state of Maryland

To all persons to whom these presents shall come Greeting, Know ye that administration of all the goods, chattels and credits of Henry C. Disharoon late of Somerset County, deceased is hereby granted and committed unto J. Keifford Hall the administrator.

Witness Edward T. Evans, Esq., Chief Judge of the Orphans Court for Somerset County this 5th day of May Anno Domini 1923.

Test: Hardy B. Cullen,
Register of Wills for Somerset County.

State of Maryland, Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law keeper of the seal and of the records and of the Original papers of the Orphans Court of Somerset County do hereby certify that the aforegoing is a true and full copy of the letters of administration granted to J. Keifford Hall upon the estate of Henry C. Disharoon late of said county, deceased taken from Liber L.R. NO. 39 folio 186 the same being one of the records kept in the office of the Register of Wills for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 1st day of May in the year of our Lord nineteen hundred and twenty four.

Seal of Court.

Hardy B. Cullen
Register of Wills for Somerset County.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To Flossie Maddox, Kendall Maddox, Hattie Jones Disharoon, Lola Hall, J. Keifford Hall and J. Keifford Hall administrators of Dorchester County. Greeting:

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May next to answer the complaint of Turner Brothers Company, a corporation. against you and

and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of March Anno Domini 1924.

Issued the 29th day of April Anno Domini 1924.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in May 1924 the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Cheriff of Dorchester County T. H. Mowbray to whom the writ aforesaid was in form aforesaid delivered and made return thereof to the Court here in the words following to wit:

Summoned by reading to and leaving copy with each defendant the second day of May 1924.

T. H. Mowbray, Sheriff.

Maryland. Somerset County to wit:

The state of Maryland To Minnie Webster, Tilden Webster, Merlie Willing, Leslie Willing, of Somerset County County, Greeting: You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in May next to answer the complaint of Turner Brothers Company a Maryland corporation against you and others in the said Court exhibited. Hereof fail not at your peril. Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of March Anno Domini 1924.

Issued the 29th day of April Anno Domini 1924.

Per order W Jerome Sterling, Clerk.

At which said first Monday in May the day of the return of the above recited writ came again into Court here the said complainant by his solicitor, and the sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy left with each one of defendants.

Luther Daugherty. Sheriff.

Answer of Hattie Jones Disharoon and others.

Turner Brothers Company, a Maryland Corporation	No. 3711 Chancery
Vs.	In the Circuit Court
Hattie Jones Disharoon. Merlie Willing and Leslie Willing, her husband, Minnie Webster and Tilden Webster her husband, Flossie Maddox and Kendall Maddox her husband, Lola Hall and J. Keifford Hall her husband and J. Keifford Hall administrator.	For Somerset County In Equity.

To the Honorable the Judges of said Court:

The answer of Hattie Jones Disharoon, Flossie Maddox and Kendall Maddox, her husband, Lola Hall and J. Keifford Hall, her husband and J. Keifford Hall, administrator all of whom are defendants in the above entitled case to the bill of complaint against them and others. in this Court exhibited respectfully represents unto your Honors:

First: That they neither admit nor deny the matters and things set forth in the first paragraph of the bill of complaint in these proceedings filed except that they admit that Henry C. Disharoon is dead.

Second; That they neither admit nor deny the matters and things set forth in the second paragraph in the bill of complaint in these proceedings filed except that they admit that the defendants in the above entitled case are the heirs at law of the said Henry C. Disharoon deceased.

Third: That the answer to the third paragraph of the bill of complaint these defedants admit that J. Keifford Hall has been granted letters of administration by the Orphans Court for

Somerset County of the personal estate of Henry C. Disharoon deceased, that they deny that the said J. Keifford Hall as administrator as aforesaid has possessed himself of any of the personal estate of the said Henry C. Disharoon.

Fourth; That these defendants in answer to the allegations set forth in the fourth paragraphs of the bill of complaint in these proceedings filed aver that they have been advised and therefore allege that under the laws of the state of Maryland where a partnership exists, that upon the death of the one of the partners it becomes the duty of the surviving partners or partners to wind up the partnership affairs and to make an account unto the administrator or executor of the deceased partner. That the said Henry C. Disharoon, deceased, and engaged in the partnership enterprise with his brother, Woodland Disharoon, at Somerset County, Maryland, trading as Disharoon Brothers. That since the death of the said Henry C. Disharoon, the said Woodland Disharoon, surviving partner, has been endeavoring to close up the said partnership affairs, but that they allege, that the said J. Keifford Hall, who is administrator of the said estate has never received any accounting from the said surviving partner and they are therefore unable to either admit or deny the allegations set forth in said Paragraph four, which are as follows:

"That the personal assets of said partnership of Disharoon consists of an amount of cash money which is absolutely insufficient to pay the debts due and owing by said partnership; and that the said assets of said partnership, together with the personal estate of the said Henry C. Disharoon, deceased, will be absolutely insufficient to pay the debts due and owing by said partnership at the time of the death of the said Henry C. Disharoon and which said indebtedness is still unpaid.

These defendants further aver that they have always believed that the partnership assets were entirely sufficient to meet partnership obligations. They further allege that the plaintiff in the bill of Complaint is a partnership creditor.

These defendants further aver that until such time when the said surviving partner shall have made an accounting unto the administrator and until the Orphans Court for Somerset County, Maryland, shall have declared the personal assets of said deceased exhausted, that neither partnership creditors or other interested partners are entitled to sell the real estate of said deceased in order to satisfy partnership obligations.

These defendants therefore pray your Honors to dismiss the aforesaid bill of complaint in these proceedings filed with costs to the plaintiff.

And as in duty bound etc.,

Marine & Willis.
Solicitors for Hattie Jones Disharoon, Flossie Maddox and Kendall Maddox, her husband ; Lola Hall and J. Keifford Hall, her husband, and J. Keifford Hall, Administrator, defendants.

State of Maryland, Somerset County SS:

I hereby certify that on this 19th day of May A. D. 1924 before me a Notary Public of the state of Maryland, in and for the county aforesaid personally appeared J. Keifford Hall, individually and as Administrator one of the defendants in the above entitled case and made oath in due form of law that the matters and things set forth in the above answer are true and bona fide. Witness my hand and seal Notarial.

Seal of Notary.

Vernon E. White, Notary Public.

And thereafter to wit on the 30th June 1924 the following decree pro confesso and order to take testimony was filed.

Turner Bros, Company a Maryland corporation	)	No. 3711 Chancery
Vs.	)	In the Circuit Court
Hattie Jones Disharoon and others.	)	For Somerset County
		In Equity.

It appearing from the proceedings in the above entitled cause, that the defendants, Hattie Jones Disharoon, Flossie Maddox and Kendall Maddox, her husband Lola Hall and J. Keifford Hall, her husband and J/ Keifford Hall, administrator of Henry C. Disharoon, deceased have been duly

duly summoned to appear in said cause and have filed their answers therein; and it suffther appearing that the defendants, Merlie Willing and Leslie Willing her husband and Minnie Webster and Tilden Webster, her husband have been duly summoned to appear in said cause but have failed to appear thereto and answer the bill of complaint therein filed against them.

It is thereupon this 20th day of June, 1924, by the Circuit Court for Somerset County, in Equity adjudged order ed and decreed that said bill of complaint be and the same is hereby taken pro-confesso against said Merlie Willing and Leslie Willing her husband and Minnie Webster and Tilden Webster her husband, so failing to appear and answer as aforesaid.

And it is further ordered that leave be granted to the parties to this cause to take testimony as prayed before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And thereafter to wit on the 24th day of October 1924 F. Douglass Sears examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain Testimony by him taken in the words following to wit:

Turner Brothers Company	)	
a Maryland Corporation	)	No. 3711 Chancery/
Vs.	)	
Hattie Jones Disharoon, Merlie Willing and	)	
Leslie Willing her husband et al.	)	

In this cause an order having been passed for the taking of testimony to support the allegations of the Narr, I, F. Douglass Sears. one of the standing examiner's for the Circuit Court of Somerset die take the following testimony in the office of Harry C. Dashiell, In Princess Anne. Maryland, on July 7th 1924, in the presence of Harry C. Dashiell, attorney for the Plaintiff and A. Stingle Marine, attorney for the defendant. The taking of testimony on this day being done by agreement between said attorneys.

Ira D. Turner, a witness of lawful age, being produced on the part of the Plaintiff being first duly sworn deposes and says as follows:

Int. Please state your name age residence and occupation?

Ans. My name is Ira D. Turner of Salisbury, Maryland 47 years old and my occupation is secretary and Treasurer of Turner Brothers Corporation.

Int #2 Do you know the parties to this suit. If so how long have you known them?

Ans. Personally I do Not. Only as are disclosed by our books I know the Turner Brothers, a corporation of which I am secretary and treasurer.

Int #3. Please state whether or not Turner Brothers Company ever had any business relations with Disharoon Brothers. If so what is that status of such relations at this time?

Ans. Yes they have had business relations with Disharoon Bros. We sold them marchandise on open account, I believe I can say we have been selling them on open account since 1904, until the death of Henry C. Disharoon. We were selling them groceries. At the time of Mr. Disharoon's death Disharoon Bros. were indebted unto Turner Brothers in the sum of $1,178.17.

Int #4 I hand you herewith Mr. Turner a paper of which I will ask you to identify and state what is it.

Ans. This is an account of Disharoon Bros. as it appeared on our books at the time of his death which was made up and sworn to by me personally as Secretary and Treasurer of Turner Bros. Company showing a balance due of $1178.17, which amount is still due and owing.

(Plaintiff herewith offers to be used as evidence in this cause, account of Turner Bros. Company against Disharoon Bros. marked Plaintiff Exhibit "A")

Cross Examination by Mr. A. Stengle Marine for defendant.

Int #1 Mr. Turner do you keep the books of this company?

Ans. No.

Int #2 Do you know personally that the goods were sent out to Disharoon Bros.

Ans. Yes because I enter the order after the order is filled, I price and extend same.

Int #3 This exhibit marked Plaintiff exhibit "A" shown a balance of $1178.17 due by Disharoon Bros. to Turner Bros. Co., that is the correct amount so far as you know?

Ans. Yes.

Court Question. By reason of being Secy. and Treas of the company all the bookkeeping of the office is done on my direct supervision. that is all.

Ira D. Turner.

Woodland Disharoon a witness of lawful age produced on the part of the Plaintiff being first first duly sworn deposes and says as follows:

Int #1 Please state your name, age, residence and occupation?

Ans. My name is Woodland Disharoon, I am 58 years of age, I live at Chance. Somerset County, Maryland, and I am a farmer.

Int #2 Do you know the parties to this suit. If so how long have you known them?

Ans. I know the plaintiff in a business way. I know all the defendants and have known them all my life except Mr. Maddrix and Mr. Hall whom I have known for several years.

Int #3. Please state whether or not you knew Henry C. Disharoon in his lifetime. If yes, if he living or dead? If dead when did he die/ Did he or not die intestate and who are his heirs at Law.

Ans. I did know Henry C. Disharoon he was my brother. He is dead and he died April 3rd, 1923 at his home at Chance, Somerset Co., Maryland. He died intestate so far as I know. His heirs at law his children, Minnie Webster who intermarried with Tilden Webster, Merlie Willing who intermarried with Leslie Willing, Flossie Maddrix who intermarried with Kendall Maddrix and Lola Hall who intermarried with J. Keifford Hall. All of these parties were daughters of the said Henry C. Disharoon. He also left as an heir his widow Hattie Jones Disharoon. They are all adults. They all reside in Somerset County, Maryland, except Mr. and Mrs Maddrix and Mr. and Mrs Hall who life in Dorchester County, Maryland.

Int #4 Please state whether or not Henry C. Disharoon left any real estate at the time of his death and if so describe it and state its value.

Ans. He owned a dwelling with about an acre of land more or less It is located on the main County road the leads to Deals Island Md., and adjoins theland formerly owned by Disharoon Bros. It should be worth from $1000 to $1500.

Ing #5. Please state whether or not the said Henry C. Disharoon was engaged in business at the time of his death and if so how was he so engaged?

Ans. Yes he was engaged in business, He was a storekeeper, we did business together as partners and we traded as Disharoon Bros.

Int #6 Please state whether or not there was any other partners in this business and what kind of a store business was it?

Ans. There was noother partners. It was a general merchandise stock.

Int #7 Upon the death of the said Henry C. Disharoon who took charge of the said mercantile business of Disharoon Bros.

Ans. I did until I closed it out.

Int #8 Please state whether or not your said Henry C. Disharoon and yourself oened jointly any other property or estate at the time of your brothers death?

Ans. Yes we owned real estate together and what stock there was on the farm.

Int #9. You have stated that you closed out the business of Disharoon Bros. Please tell us in more detail just what you did do to close out this business.

Ans. It was appraised in the store and after that I had a sale and I sold what I could and I sold what I could to Bennett & Jones and a sold a bill of Price & Beach, and the balance of it I had to put up and get what I could for it. I have sold some of the stock on the farm and there is left on the farm a bull, a pair of horses and famming utensils.

Int #10. Please state whether or not there were any debts due to the firm of Disharoon Bros. at the time of your brothers death. And if so what if anything has been done toward the collection of such debts.

Ans. Yes there were some debts and I have tired to collect all I could. I have collected some of it. I guess I collected $795.37.

Int #11 Please state if there are any more bills due the firm of Disharoon Bros. and what effort if any have you made to cllect same.

Ans. Yes there are more bills due the firm of Disharoon Bros. Well we had it up in Court trying to collect some but were unable to do so.

Int #12 Mr. Disharoon I hand you herewith a paper which I ask you to look over and state what it is

Ans. It is a paper showing receipts, sales, collections and expenses of Woodland Disharoon, in settling the estate of Disharoon Bros. personal estate.

(Pleaintiff herewith files paper executed and sworn to by Woodland Disharoon surviving partner of Disharoon Bros. marked Plaintiff's Exhibit "B" to be used as evidence in this cause).

Int #13. Please state whether or not the aid partnership of Disharoon Bros. was indebted at the time of the death of Henry C. Dibharoon? If so indebted about what as best you can state is the amount of the indebtedness still unpaid.

Ans. Yes Disharoon Bros. was indebted and the amount was about twenty one hundred and some dollars

Int $14. Please state as near as you can to whom Disharoon Bros. is indebted and give the amounts if you can.

Ans. Here is a list of the creditors of Disharoon Bros. with the amounts due each creditor except that I do not know anything about the C. R. Disharoon & Co., account. It was filed in the orphans Court as a claim against Henry C. Disharoon but the account seems to have been withdrawn.

(Plaintiff herewith files paper showing list of creditors of Disharoon Bros. marked Plaintiffs exhibit "C" to be used as evidence in this cause).

Int #15. In winding up the personal estate of Disharoon Bros what amount of cash if any have you in hand?

Ans. Yes there is $270.08.

Ing #16 You have testified that the is still on the farm certain personal property owned by you and your deceased brother. Please state as near as you can what the value of this property is?

Ans. It is not worth so much the farming utelsils are run down then the horses when they were appraised they were listed at $100.00 I mean both horses, but they wont bring it today. I don't think it is worth more than $150.00.

Int #17. Please state whether or not the said partnership os Disharoon Bros. have any other property or assets that have not been disposed of or accounted for?

Ans. No sir no other property and no other assets.

Int #18 You have stated that you and your brother at the time of his death owned real estate jointly. Please state what disposition if any has been made of this property?

Ans. The joint real estate was sold by the Bank of Somerset under a mortgage. Mr. H. Fillmore Lankford attorney or assignee to make the sale and said proceedings if among the chancery records of the Circuit Court of Somerset County.

Int #19. Please state whether or not Henry C. Disharoon owned or had an individual personal estate at the time of his death.

Ans. None that I know of.

CROSS EXAMINATION BY MR. MARINE.

INT #1. You are a brother of Henry C. Disharoon. Ans. Yes.

Int #2. Mr. Henry I believe you said died about April 3rd 1923? Ans Yes sir.

Int #3 What individuals composed the partnership of Disharoon Bros?

Ans. Henry C. Disharoon and Woodland Disharoon.

Ing #4. When was this partnership formed? Ans. Since about 1900.

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Int #5. Did you and your brother Mr. Henry continue in partnership from that time until the death of Mr. Henry. Ans Yes.

Int #6. In what kind of business were you engaged? Ans In the mercantile business.

Int #7. Any other than the mercantile? Ans. Well, in the real estate we had a farm together.

Int #8/ Was this farm conducted by the partnership. Ans. Yes sir.

Int # 9. I believe you stated that Mr. Henry Disharoon had no individual personal estate.

Ans. He had his home but we owned the farm in partnership.

Int #10. Did he have nay individual personal property, that does not include the home or realestate.

Ans. None that I know of.

Int # 11. Do you own any individual personal property? Ans. No sir.

Int #12 Of just what did the partnership personal consist?

Ans. Merchandise in the store, farm implements, stock, live stock, a Liberty bond, a share in the Bank.

Int # 13. After the death of Mr. Henry C. Disharoon you as the surviving partner undertook to wind up the partnership affairs, didn't you. Ans. Yes sir.

Int #14., What was the first thing you did to that end?

Ans. I tried to sell out what there was in there you know. Of course there wasn't much in there to sell the stock was run down.

Int #15 Did you have the property appraised. Ans. Yes sir.

Int #16. By whom and when was the property appraised?

Ans. Mr. Wm L. Jones and Arthur Andrews appraised the property, I don't know the date.

Int #17 Were you present at the appraisal? Ans. Yes sir.

Int # 18. Was all of the partnership personal property appraised? Ans. Yes sir all but the farm.

Int #19. Do you know the amount of the appraisement of the stock of goods.

Ans. I don't know the amount of the appraisement. I think It was $190.00 somewhere around there.

Int #20. Did you appraise all of the stock of goods ? Ans Yes sir.

Int 21 Were the farming implements and stock appraised? Ans. Yes sir.

Int #22. Do you know the amount of the appraisement of the stock and implements.

Ans. Indeed I couldn't tell you.

Int #23. I have here your statement of collections, sales and expenses filed in these proceedings and marked complainants exhibit "B" Have you examined this statement Mr. Disharoon?

Ans. Yes sir they are the same one I had awhile ago.

Int #24. Does this statement represent all the money that you have collected in this matter?

Ans. Yes sir.

Int #25. The total amount of collection is $795.37? Is that the correct amount and all the money you ever received. Ans. Yes sir.

Int #26. The parties whose named appear in this statement as being the parties from whom you received money and the amount named from each is the correct amount, and all of the people from whom you have made collections? Ans. Yes sir.

Int #27 I hand you the statement and ask from how many people you have collected claims.

Ans. Nine.

Int #28/ Those nine claims were due the partnership before the death of Mr. Henry Disharoon.

Ans. Yes sir.

Int #29. What did you received from the sale of the stock of goods and merchandise?

Ans. I received $155.00 and some cents I don't remember the cents.

Int $30. Is that all you received from the stock of goods?

Ans. That is all I received , yes sir.

Int #31. Have you made sale of all of the stock of goods.

Ans. Yes sir, all but one set of scales, desks, medicine and cotton box.

Int #32. Was that at public orprivate sale? Ans. Public sale, yes sir.

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Int #33. When did you have that public sale?

Ans, Well, I just couldn't tell you I don't know just now, I don't know what month it was.

Int #34. Was it in the month of April, May or June?

Ans. I don't know. I should Judge it was about six weeks from the time of my brothers death.

Int. #35. How much money did you receive from the public sale?

Ans. That I couldn't tell you. I just put it all in when I had the public sale, I sold what I could at private sale at the store, but the odds and ends, I didn't keep no account of that only the cash money.

Int #36. Did Beach and Price buy at public or private sale? Ans. I sold them at private sale.

Int # 37. Bennett & Jones at public or private sale? Ans. Private.

Int #38. Between the date of the death of Mr. Henry Disharoon and the date of the public sale did you or not conduct the mercantile business? Ans. Yes sir.

Int #39 And that was for a time you think as long as six weeks? Ams. Yes sir.

Int #40. How much money did you take in at the store in those six weeks? Ans. $40.50

Int #41 Is $40.50 all the money that you received from sales made in the time the business was conducted after the date of your brother? Ans. Yes sir.

Int #42. This same statement represents all of your expenditures? Ans. Yes sir.

Int #43 Do you know the amount of those expenditures? Ans. Yes sir.

Int #44 What is that amount Ans. $753.07

Int #45. What was the total amount of the indebtedness of Disharoon Bros. at the time of the death of your brother?

Ans. Well that I couldn't tell you cecause the bills had never come in.

Int 46. The bills have come in since haven't they? Ans Yes.

Int #47 Then what did you find to be the amount of the tatal indebtedness of Disharoon Bros.

Ans Well what bills I got I fugured it up and all I could figure out was about twenty one hundred and some dollars.

Int #48 This $2100.00 was due and owing by the Disharoon Bros at partnership composed of you and your brother Henry? Ans. Yes sir.

Int #49 Is the personal estate of Disharoon Bros. sufficient or insufficient to pay this $2100.00.

Ans. I don't think it is.

Int # 50 That is you do not think there is enough money collected by you on accounts and money received from the sale of merchandise and other personal property and money that may be derived from the sale of the remainder of the personal property to settle the account? Ans No sir.

Int # 51. The sum of 795.37 represents the amount of collections? Ans. Yes sir.

Int #52. The sum of $594.18 represents the amount received by you from the sale of merchandise, iron safe, stock of Deals Island Bank. Liberty bond, potatoes, strawberries, oxen, one cow and the bull, is that correct. Ans. Yes sir.

Int #53 This makes a total of $1389.55 received in cash. Ans Yes sir.

Int 54. Does $717.96 represent the total amount of all monies owing to Disharoon Bros.

Ans. No sir, not if we can collect the other bills.

Int #55. Is this your statement Mr. Disharoon? Ans. Yes sir thats my statement.

Int #56 By this statement of yours I find that $717.96 represents the total amount due Disharoon Bros. by Robt K. Shores, Albert N. Jones, Bennis Jones, Lillian Shores, Edw. H. Webster, on open account and Immanuel Jones, John H. Jones, Archie Shores, Arthur Jones. Edgar Wright, John and Nellie Beckett, Judgments is that correct? Ans. Yes sir that is correct.

Int #57. Have you instituted suits on these open accounts:

Ans. Yes four or five of them.

Int #58 On which accounts? Ans Albert H. Jones, Harry Windsor of course we lost out of his. Robt J. Shores.

Int #59 Has any judgments been obtained on these? Ans I don't know.

Int #60 Has any suit been entered against Dennis Jones? Ans. I don't think so.

Int #61 Any suit against Lillian Shores. Ans. No sir.

Int #62. Against Ed H. Webster? Ans. No sir.

Int #63 Why has no effort been made to collect from these last names parties?

Ans. I gave the account to Mr. Dashiell after I couldn't collect them.

Int $64 You have stated that judgments have been obtained against a number of these people. Have you had executions issued on those judgments? Ans. I don't know sir.

Int #65 Are these open account and judgments about which we have been speaking collectible?

Ans. No then you are too hard for me.

Int $66 Do any of them own property?

Ans. Yes sir some of them owns property but who it belongs to I couldn't tell you.

Int #67 Give the names and amount of others who owe Disharoon Bros. and whose named have not yet been mentioned? Ans. Wm J. Shores, Jno. T. Tyler, Granville P. Webster. I believe that is all I can recall to mind.

Int #68 Are there others that you can't clearly recall?

Ans. Well there might be a few others, small debts.

Int # 69 What amount dows Wm J. Shores owe? Ans. $611.12.

Int #70. What amount does Mr. Jno. T. Tyler owe? Ans. $195.58

Int #71 What amount is due by Mr. Granville Webster? Ans. $506.54.

Int#72 of the last three has any suit been entered against them?

Ans. Suit has been entered against Jno. T. Tyler.

Int #73 Has the case been tried? Ans. I dont think so.

Int #74 Any suit against either Wm J. Shores or Granville Webster. Ans No sir.

Int $75 About what is the total amount due by Messrs Shores, Tyler and Webster.

Ans. Round about $1300.00.

Int #76 Mr Disharoon are a witness for the plaintiff in this case are you not?

Ans. Yes.

Int #77 One half the amount owing by Disharoon Bros is owing by you is that correct?

Ans. Yes sir.

Int #78. Has any suit been entered against you

Ans, If there is I never heard talk of it.

Int #79 Were you expecting the individual property of Henry C. Disharoon to be sold for the payment of just his part of or all of Disharoon Bros?

Ans. That I couldn't tell you/

Int #80. Are you ready and willing to pay your one half of your obligation?

Question objected to by Mr. Dashiell.

No sir I haven't got anything to pay it with.

Int #81 In your statement of collections sales, expenditures etc., in these proceedings filed and marked Plaintiff's Exhibit "B" I find stated that on Sunday Night May 4th 1924, an unknown person entered your home at Chance, Maryland and orbbed you of $366.40 Was this $366.40 partnership funds? Ans Yes sir.

Int #82 What amount did you have in the house at the time?

Ans. I think If I am not mistaken it was $521.00.

Int #83 Where did you keep this money Mr. Disharoon

Ans. I kept it in a bos in a closet.

Int #64 Was the closet locked. Ans. No sir it wasn't locked.

Int # 85 All of the money was in the same box? Ans. Yes sir all in the ame box in two separate pocket books.

Int #65. What kind of a box was this?

Ans. Kind of a cake box, The old bills that I threw in the box was on top of the box, and in the bottom was $155.00 in a pocket book by itself. The $366.40 was in a separate pocket book Both books were in the same box.

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Int #87. What else was in the box other than the two pocket books?

Ans. There was another pcket book in there with some bills in it.

Int #86 Was this other books with the bills taken.

Ans. Yes sir them two was strapped together

Int # 89 About what was the size of the cake box? Ans Just an ordinary cake box.

Int #90 Did this cake box contain much other than the three pocket books. Ans. No sir just the bills

Int #91 Few or many bills? Ans There was right good many of them.

Int #92 Was your home locked on that night? Ans. Yes sir.

Int #93. Do you know who took this money. Ans. I would like to know who took it.

Int #94. Did you see the party who took the money.

Ans. Yes sir and Monnie Jones and Walter Jones too. who were with me.

Int #95 Any arrest been made. Ans No sir

Int #96. What efforts have been made to find out:

Ans. I went to the banks to see if any body had deposited any big sum but I never heard anything about it.

Int #97 Any detective employed. Ans No sit.

Int #98. Any evidence there indicating the party? Ans. Not a thing that I could find.

Int #99. Couldn't you find the tracts of the man?

Ans. No sit you couldn't find the tracts because where he went you couldn't see the tract and he went in the marsh.

Int #100 Isn't the total amount of the claims collected money received from the sale of merchandise and other property and the amount of claims due and owing to Disharoon Bros. much greated than the total amount owing by Disharoon Bros. Ans. Yes sir.

Int 101. Then if these collections were made there would be enough money to settle Disharoon & Bro. obligations.? Ans. Yes sir if it all been collected.

Int #102 Only one or two suits have been entered isn't that all? Ans. I think so.

Int 103. No case has been tried has it? Ans. One case all I remember Harry Windsor.

Int #104 You paid some of the claim against Disharoon & Bro. didn't you? Ans. Yes sir.

Int 105. Why did you pay the claims that were paid? Ans.I thought that I had a right to do it.

Int #106. What other property is there still in your possession and not sold of Disharoon Bros.

Ans. Some corn, a set of harness. thats all that I know about.

Int #107. How much corn and what is thevalue of it?

Ans. I should judge there is about 25 bushels of corn and I don't know what it is worth. The value I think is about $25.00.

Int #108 What is the harness worth? Ans. The harness is not worth much about $5.00 I should think.

Int #109. Haven't you some other property yet not sold?

Ans. I don't think so. There is an ox cart, I think it was appraised at acout $10.00.

Int #110. Can you think of anything else. Ans. I think that is about all.

Int #111. You sold the steers for $125.00 Ans. Yes sir.

Int #112. The bull and cow was sold for $35.00? Ans. Yes sir.

Int #113 Isn't there still one small bull? Ans. No sir I sold him with the cow.

Int #114 Isn't there still a bull at your place? Ans. Yes sir there is one still there.

Int #115 What is thatebull worth: Ans. You are too hard for me there. He isn't worth but very little.

Int #116 About What/ Ans. I wouldn't give over $15.00 but go to the truth of it he is worth more than that if anyone wanted him and could get him away.

Int #117. Isn't there a cow yet unsold?

Ans. No sir, I lost two one calf got down and one was stolen from me.

Int #118. Was all this cattle on the premises at the time of the appraisement?

Ans. I don't think so, I think one was missing.

Int #119 Have the horses been sold? Ans. No sir.

Int #120 About what is their value? Ans. They were appraised $100.00 both the horses.

Int # 121 Were the hoes, rakes and spades sold? Ans No sir none of them have been sold.

Int #122. Do you know their value? Ans. The whole batch isn't worth $3.00.

Int #123 There was a corn sheller? Ans. It's there.

Int #124. The appraisement showed 50mbushels of corn. I believe you said there was now about 25 bushels. I presume the other has been fed to the horses. Ans Yes sir.

Int #125. Have the plows been sold? Ans No sir.

Int #126 What is their value? Ans. I don't know.

Int #127 What has become of the mower? Ans. It is there.

Int # 128 The cultivator? Ans. They are all there.

Int #129. Drag? Ans It's there.

Int #130 Wagon? Ans. It is there

Int #131 Buggy? Ans. It is there.

Int #132 Fodder? Ans. About half a sack is there.

Int # 133 In your effort to wind up the partnership affairs why haven't you disposed of this stock and farming implements? Ans I just didn't get at it.

Int # 134. Until this property is sold and accounted for and an effort made to collect the out standing accounts it would be difficult for you to say whether or not there will be sufficient funds to pay off all the obligations of Disharoon Bros. wouldn't it Mr. Disharoon? Ans. I couldn't say whether it would or no.

Int #135. Have you dols all the farm produce that wason hand at the time of Mr. Henry? Ans. I didn't have any. All I had was a few potatoes, strawberries.

Int. #136 You account for the strawberries and potatoes? Ans Yes sir.

Int #137. You had no other crops. Ans No sir except the corn.

Int #138. You own some partnership real estate didn't you? Ans. Yes we owned the farm together

Int #139. That farm was sold under the mortgage? Ans. Yes sir.

Int $140. Do you know the total amount of the sales of the real estate?

Ans. I think it was about $3200.00.

Int #141 Do you know how much there was due under the mortgage and costs of sale?

Ans. No sir I do not.

Int #142. Isn't there a balance from the sale of the real estate inthe hands of the assignee of the mortgage to be applied on the payment of the obligations of Disharoon Bros.

Ans. I think so.

Int # 143. Do you know about what that amount it? Ans. I do not.

Int $144 What did you receive from the shares of stock of Deals Island Bank?

Ans. About $15.00 a share is what I got for them. The Liberty bond I got $46.00 it was a $50.00 liberty bond.

Int #145 Were there six shares of stock all the stock of Disharoon Bros. in Deals Island bank?

Ans. No sir there were 8 shares.

Int #146 What became of the other shares. Ans. I was mistaken there was only six shares of the Deals Island Bank stock and one liberty bond.

Int #147 Was this stock sold at public or private sale. Ans. It was sold at private sale.

Int #148. Didn't you sell eight shares instead of six? Ans. Yes sir I sold eight shares, that what it was and I received $120.00 for it.

Int #149. Have you made any statement or accounted for the $30.00 received? Ans. No.

Int #150 Didn't you receive a dividend of $4.00 on this same stock: Ans Yes.

Int #151. Is that $4.00 included in your statement there?

Ans. No sir it isn't included in that statement/

Int #152. Then you have received more money than you have accounted for by your statement filed herein as Plaintiff's Exhibit "B".

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Ans. Ues $34.00.

Int $153. To whom did you sell the stoves and fixtures? Ans. I sold it to the Colored Hall.

Int # 154. Has that been paid for. Ans Yes sir.

Int # 155. What was the amount received? Ans. I think it was $7.00

Int # 156 Any statement made of that . Ans . That was included in the sale of the store fixtures.

Int #157. I hand you herewith your statement and shall be glad if you will explain in what item that $7.00 was included. Ans. In the $155.00 item.

Int #158 Were these stoves and fixtures sold at public or private sale? Ans. Sold at private sale.

Int # 159. Have you made any collection from Robert J. Shores. Ans. Yes sir, He paid me $100.00.

Int $160. Is that included in your list of names from whom you have made collections?

Ans, No.Sir it never was put into that.

Int # 161 The Robt J. Shores has paid you the sum of $100.00 for which you have not accounted?

Ans. Yes I have paid off accounts with it.

Int # 162 Your statement dosn't show though that you ever received this $100.00 does it?

Ans. It is one the check book at home now on the stub.

Int #163. Your statement filed in these proceedings and marked Plaintiff exhibit "B" shows that you have collected $795.37, and you stated that this amount was all the money that you have collected that this amount was all the money that you have collected but now you say that you have received the sum of $100.00 from Mr. Robt J/ Shores which increases the total of your collections to at least $100.00 Isn't that correct. Ans. Well it would , yes sir.

Int # 164 The Robt J. Shores that paid this $100.00 is the same Robt J. Shores whose claim you have indicated in your testimony as being uncollectible isn't he? Ans. Yes sir the same man.

Int $165. You made this collection since the death of your brother Henry, didn't you?

Ans. Yes sir.

Int # 166 Do you know Daniel Jones? Ans. Yes sir.

Int #167. Didn't he pay you the sum of $6.70? Ans. Yes sir for wire.

Int # 168. His account was owing to Disharoon Bros. wasn't it? Ans. Yes it was owing to Disharoon Bros.

Int #169 The payment was made after your brothers death? Ans. Yes sir.

Int # 170 Your statement doesn't show that collection does it? Ans. I don't think so.

Int #171 How much did Mr. Sam McBride pay? Ans. I don't remember I think it was somewhere about $3.

Int #172. What amount did you collect from Ira Beckett? Ans. I believe it was $1.00 and some vents.

Int # 173. What did Mr. Delmas Tyler pay? Ans. I don't know nothing about Delmas Tyler.

Int # 174 Did you or not collect from Delmas Tyler the sum of $8.00. Ans Yes, it was for a gun.

Int # 175. Has that $8.00 been account for? Ans. The $8.00 was included in the $155.00.

Int #176 Was the Daniel Jones accounted for? Ans. Yes sir.

Int #177 The Sam McBride. Ans. Yes sir.

Int # 178. The Ira Beckett? Ans. Yes sir.

Int 179 Effie Shores paidmhow much. Ans. I think it was $7.00 and some cents.

Int 180. For what? Ans. For merchandise and included in the $155.00 item.

Int #181 You collected how much from Thoa H. James? Ans I didn't receive anything from This H. James.

182 Ans. What amount from Ella Parks? Ans. I think it was $15.00

Int # 183. Wasn't it $20.00 wouldn't that refresh you?

Ans. No. sir to the best of my knowledge it was $15.00.

Int #184. How much from Silvestia Collins? Ans. He worked his out last fall what he owned. I think it was $11.00 and some cents he owned.

Int # 185. Has that been accounted for/ Ans He paid me off the farm. He done the work and I took it in that way.

Int # 186 Your statement does not show that you made this collection does it?

Ans. No I don't think so.

Int $187. From Mr. Julius Ringgold you received the sum of $50;00 didn't you?

Ans. Yes for a cow.

Int #188. Does your statement show that sale and collection. Ans. I think it does.

Int # 189 I hand you herewith your statement and shall be glad if you will show in what way the $50.00 is account for.

Ans. I can tell you how the $50.00 was account for. It isn't in the statement. When I went to the Hospital I was operated on and I had no money and I sold this cow, and I paid my hospital debt with it.

Int #190 That was partnership fund was it not? Ans. Yes sir.

Int #191. Can you now think of any other collection that you made which has not been account for?

Ans. I can't no sir.

Int #192 Didn't you sella heffer to a Mr. Wright. Ans Yes sir.

Int # 193 What amount did you receive? Ans. In think I sold it to him for $12.00 or$13.00.

Int #194 Is that amount included in your statement of collections?

Ans. Nos sir I took it to pay of debts with.

Int $195. Your statement set forth all the claims that you settled dosn't it? Ans. Yes sir.

Int #196 That statement set forth all payments that you made? Ans. Yes sir that sets forth it.

Int #197. Do you recall making a collection from Jas McBride?

Ans. No sir. I got a note against him.

Int #198. Didn't he make a payment on that note? Ans. No sir he was to give me something though

Int # 199. What amount is due on the note? Ans, The principal and interest.

Int #200. Didn't James McBride make a payment of $10.00 on the note?

Ans. If he did he didn't give it to me.

Int #201 To whom did you sell some fourr sacks?

Ans. To Melvin Beauchamp or Beauchamp & Jones it is.

Int #202. The amount received was what? Ans. $2.00 is all.

Int # 203. Is that set forth in your statement of sales? Ans. Yes sir it is in the $155.00.

Int #204. Mr. Thal Wright paid how much? Ans. Thal Wright paid $15.00.

Int #205 is that set forth in your statement of collections? Ans. Yes sir.

Int #206 Where? Ans. No sir it isn't entered into it.

Int # 207. Didn't you sell Mr. John Bennett some hard wood? Ans I sold him five cords.

Int # 208 For how much? Ans. For $7.00 a cord and one cord was limbs for $40.00.

Int #209 Do ypu know the amount received from Mr. Bennett?

Ans. Well you can tell what it is, well to make a long story short I cut that wood and sold it to get something to live on.

Int # 210. The funds you received from Mr. John Bennett were partnership funds were they not?

Ans. Yes sir/

Int 211 Did you make sale of wood to Lottie Rankersley? Ans. Yes.

Int #212. Remember the amount? Ans. Yes $20.00.

Int #213. Was that accounted for? Ans No sir I used it.

Int #214 From Thos H. James, did you received anything from wood?

Ans. An eighth of a cord I let him have from home it didn't belong to the partnership account.

Int #215 At the time of the death of Mr. Henry Disharoon what amount of money was thereon hand?

Ans. There wasn't any money. I think what money I found was $10.00 there was more than that. There was $100.00 in gold and Hattie got that.

Int #216 What became of the $10.00. Ans I paid off a check that went to protest.

Int #217 How many Liberty bonds were there? Ans. Only One.

Int #218 Do you own any real estate? Ans No sir.

Int #219 Who purchased the farm at the sale? Ans. W. L. Jones.

Int #220 Didn't he buy that farm for you? Ans Yes sir.

Int #221 You have a contract now with Mr. Jones for the purchase of that arm?

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Ans No sir it belongs to him.

Int #222. What amount are you to pay Mr. Jones for the farm?

Ans. I guess I agreed to pay him what he paid for it $2,050.00 iswhat he gave for it.

Int #223. Of this how much have you paid? Ans None.

Int #234 Then Mr. Jones bought the farm for you? Ans. Yes sir if I ever pay for it.

Int #235. You are living on the fame farm? Ans. Yes sir.

Int #236 Is there any other property that we haven't mentioned of this partnership that yet unsold?

Ans. None that I know of.

Int #237. Isn't there a music boc, a show case, and a set of scales?

Ans. There is a music box and set of scales and a show case with not glass which have not yet been sold.

Int #238 Isn't there a tract of land that was owned by this partnership that has no yet been disposed of? Ans. Not that I know of, if there is I don't know where it is.

Int #239 How about the tract down now Effie Shores?

Ans, I think there is a quarter of half acre down there any body can have it if they want it. It isn't anything but a marsh, and isn't worth a quarter.

Int #240. Now Mr. Disharoon can you recall of anyone else from thom you have made collections and is not included in your statement? Ans No sir.

By agreement of Counsel taking of testimony to be contained on a date to be agreed upon by Counsel for both Plaintiff and defendant).

"""""""""""""""""""""""""""

The taking of testimony in this cause was continued at the law office of Harry C. Dashiell, in Princess Anne Md., on Thursday 23rd day of October, 1924, in the presence of Harry C. Dashiell, Attorney for the Plaintiff. The defendants waive their right to be present at any further taking of testimony as appears by Letter from A.Stengle Marine, Esq. attorney for the defendants, ated October 21st 1924, and filed with Examiner in this cause.

Woodland Disharoon on re-direct examination deposes and says being dulysworn etc.

Int #1 You have heretofore testified in this case that the firm of Disharoon Bros. owe about $2100.00 Please state whether or not any part of this amount has been paid?

Ans. No sir, No part of this has been paid and indeed I understand from Mr. Dashiell that in going over those accounts carefully he finds that we owe the sum of about $2400.00.

Int#2. In your cross examination in this case it appears that you made certain collections from Daniel Jones, Saml McBride. Ira Beckett, Effie Shores and Ella Parks which you do not appear to have accounted for. Please state if you can how you applied these collections?

Ans. At the time of my brothers death there were overdrafts in the Deals Island Bank to the amount of about $188.00. I continued to sell goods out of the store and from such sales I applied that money to the payment of these overdrafts. I also collected small sums of money such as the collections from Danie; Jones, Saml McBride, Ira Beckett, Effie Shores and Ella Parks and I took this money over to Mr. Andrews and had him apply it on the overdrafts.

Int #3. In your cross examination you were also asked about collections you had made for the sale of a stove to the colered Hall, about a gum you sold to Selmas Tyler and about some bags you sold to Beauchamp & Jones, Please state how this money was accounted for if it has been accounted for?

Ans . This money is accounted for in my sale of merchandise after the appraisement was made and is included as part of the item amount paid from sale of merchandise at auction $61.87

In this connection I would like to state that at the time of my brothers death our stock of merchandise was very much depleted and what little stock we did have was in bad condition.

It was only appraised at $190.00 including the old store fixtures and I derived from the sale of it $155.00 and think under all the circumstances I did very well.

Int #4 Pleasestate what you did with the money derived from the sale of a cow to Julius Ringgold and the sale of wood to John Bennett and Lottie Tankersley?

Ans, The summer following my brothers death I had a right serious illness and the doctor advised an

immediate surgical operation. I had no money and sold this cow to Julius Ringgold and used this money as the only means I had of paying my hospital bills. I cut cord wood from the place and used that money to live on. I sold about 10 cords, I hauled some of the wood to Mrs. Hattie Disharoon and neverrmade her any charge for it. I would like to say also that after my brothers death I was put to a great deal of trouble and expense in trying to close up this partnership business. I came to Princess Anne quite a number of times and this was right much expense to me. I carried on the farm during the year 1923 and have accounted for the receipts from strawberries and potatoes which was all the crops I grew. And during all of this time I did not charge anything for the expense that I was put to or for the labor that I performed on the farm. I certainly do not think that the cord wood I cut ever lessoned the value of the land that was sold under the mortgage, or that any one was ever injured by it financially.

Int #5 It also appears from the testimony that there is some personal property undold. What disposition do you intend to make of this property?

Ans. I still have the property on hand but have offered $150.00 for it. I am willing to pay this amount to the Trustee as soon as one is appointed. I am sure that this is far more than can be obtained for it in any other manner.

Int #6. Please state what efforts if any have been made to collect the debts due Disharoon Bros.

Ans. Soon after my brothers death I turned all these claims over to Mr. Dashiell. We collected nnearly $800.00 and in addition he filed suit on a number of the, We brought suit against Jno. T. Tyler and he pleaded limitations , the account was six years old and we had to drop it. The accounts against Granville P. Webster and Wm J. Shores are about 8 or 10 years old and in view of the outcome of the other cases we thought it a waste of time to sue on these. We have made repeated efforts to collect the accounts still owing by Robt J. Shores bu have never been able to collect any more money and a judgment against him is not collectivle because the property is in his wife's name. I know that Mr. Dashiell as well as myself have written to all of these people and have seen them over and over again but in my opinion we have collected all the money that is collectible. We recovered 3 or 4 small judgments before a Justice of the Peace and have made efforts to collect on these judgments but have always found that the property was tied up in such a way as that we couldn't make our money/

Int #7. Please state whether or not in your opinion the personal estate of Disharoon Bros is sufficient to pay the partnership indebtedness?

Ans. No I do not think so The situation is just this I have in hand now in the Bank of Somerset $270.00 and there is as I understand it a surplus in the hands of Mr. Fillmore Lankford Trustee of the sale of certain real estate under mortgaged the sum of $230.00 This of course would be applied to the payment of the partnership debt. I am ready to pay at any time partnerships assets. As I have said before I do Not believe that we will be aboe to collect any more of the money owing to Disharoon Bros. Not only are the large accounts out of date but in the Harry Windsor case the Court ruled that we would not even prove the account from the books.

Court Question. Ans. No sir there is nothing else.

F. Douglass Sears, Witness. Woodland Disharoon.

W. E. Webster, a witness of lawful age produced on the part of the plaintiff being first duly sworn deposes and says:

Int #1 Please state your name.age, residence and occupation?

Ans. My name is W. E. Webster . age is 29, I live at Deals Island. Assistant Cashier of Deals Island Bank is my occupation.

Int #2. Do you know the parties to this Suit? If so how long have you known them?

Ans. I know the Plaintiff merely in a business way. I know all of the defendants in this suit and have known them for several years.

Int #3 Did you know Henry C. Disharoon in his lifetime and if yea is he living or dead? If dead when did he die and did he or not die intestate and who are his heirs at law?

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Ans. I did know Henry C. Disharoon. He died about April 3rd 1923, He did not leave any last will so far as I know and his heirs at law are his widow, Mrs. Hattie Disharoon and his four daughters Mrs. Willing. Mrs. Webster and Mrs. Maddox and Mrs Hall.

Int #4. Please state whether or not Henry C. Disharoon left any real estate at the time of his death and if so describe it and state its value?

Ans. Henry C. Disharoon owned a dwelling with about an acre of land on which it is located. This property is on the main County road leading through Rock Creek and adjoins the property of formerly owned by Disharoon Bros. It is worth about $1000.00 to $1200.00.

Int #5 Please state whether or not Henry C. Disharoon was engaged in business at the time of his death and if so how was he then engaged?

Ans. Henry C. Disharoon was engaged in the mercantile business at the time of his death and had been so engaged as far back as I can remember. He was in partners with his brother Mr. Woodland Disharoon and they traded as Disharoon Bros.

Int #6 Please state whether or not Disharoon Bros. traded at your bank and if so what was the condition of the account at the time of Henry C. Disharoon's death?

Ans. Disharoon Bros. always had an account at our banm and at the time of Mr, Henry Disharoon's death this account was overdrawn to the extent of $188.00.

Court Ques.

Ans. There is nothing more. W. E. Webster.

F. Douglass Sears, Witness.

There being no further witnesses present to be examined the papers are herewith returned to the Court at the suggestion of the Counsel for the defendant, and I also certify that the annexed bill is correct and which has not bee paid by the Examiner.

Taking of testimony July 7th 1924.	$4.00
Examiners expenses	2.00
Taking of testimony Oct 23rd 1924	4.00
Examiners expenses	2.00
Total	12.00
Witness fees.	1.55
Total bill of costs.	$13.55.

F. Douglass Sears (SEAL).
Examiner in Chancery.

Exhibit B filed with the Testimony is as follows:

Receipts from collections and sales made by Woodland Disharoon, surviving partner of Henry C. Disharoon and Woodland Disharoon, trading as Disharoon Bros. since death of the said Henry C. Disharoon.

By Amount cash collected from Monnie Gladden	40.00	
" " " " Leslie Willing	128.29	
" " " " Lafayette Whitelock	82.53	
" " " " Dennis Jones	100.00	
" " " " Lillian F. Shores	50.00	
" " " " Edwin Tyler Sr.,	60.55	
" " " " John N. Jones	229.00	
" " " " Edward H. Webster	75.00	
" " " " John F. Price Dol'd	30.00	
Total collections		$795.37
By amount received from sale of merchandise to Beech & Price	19.60	
" " Received from sale of merchancise to Bennett & Jones	43.53	
" " " " " " Iron"safe to William R. White	30.00	
" " " " " " merchandise at auction	61.87	
" " " " " " six shares of the capital stock of Deals Island Bank, par value $10.00.	90.00	
By amount received from sale of Liberty Bond	46.00	
" " " " " " potatoes 23 bbls gross sales $92.00 less freight barrels and picking $24.57	67.43	
By amount received from sale of strawberries gross sales $214.15 less picking crates etc $138.70	75.75	
By amount received from sale of oxen	125.00	
" " " " " of cow and bull	35.00	594.18
Total receipts from collections and sales		$1389.55.

Expenditures made by Woodland Disharoon surviving partner of said Disharoon Bros, since death of Henry C. Disharoon:

To amount paid Deals Island Bank on Note $100.00 Interest from 4/10/23 to 2/11/24	4.90--------	$104.90
" Amount paid Amanda M. Jones to take care of check returned by Deals Island Bank given just prior to death of H.C.D.		6.35
To amount paid Galloway James & Co., to take care of check returned by Deals Island Bank given just prior to death of H.C.D.		40.00
To Amount paid Wm B. Tilghman, fertilizer acct.		27.54
" " " L.E.P. Dennis & Son Co. fertilizer acct.		62.70
" " "State and county taxes for 1920		88.93
" " "State and county taxes for 1921		68.22
" " "fire insurance premium		8.88
" " " Bank of Somerset interest on Judgment to May 10, 1923		3.40
" " " Bank of Somerset interest on mortgage to Oct 9, 1923		19.50
" " " Bank of Somerset interest on Judgment to Nov 10, 1923		10.20
" " " Bank of Somerset interest on Mortgage to Sept 10, 1923		45.00
" " " for labor on farm as per acct		110.00
" " n "Amount paid Harry C. Dashiell , attorney, collection fee of 15% of amount collected $795.37		119.30
" " Amount paid costs case Disharoon Bros Vs. Harry Windsor, 60 Trials April 1924		10.20
" " paid Mrs. J. Earle Morris, copying bill of particulars Harry Windsor's acct.		10.00
" " paid Edgar A. Jones J. P. Costs in cases against John H. Jones, Emaulel Jones, Archie Shores, Monnie Gladden, John F. Price, Arthur Jones, John Beckett and Edgar Wright		15.20
" " paid cost of fieri facias against John F. Price paid sheriff		2.75
Total expenditures		753.07.

Total receipts from collections and sales page 1.		$1389.55
Total expenditures " 2		753.07
Balance		636.48

Of the balance shown above of $636.48 I, the undersigned, Woodland Disharoon, had in hand the sum of $521.40 and my attorney Harry C. Dashiell, had in hand the sum of $115.08 from money paid him directly by creditors of the firm, on Sunday night May 4th, 1924, an unknown person entered my home at Chance Maryland, during the absence of my wufe and myself and robbed me of $366.40 leaving a balance in my hands of $155.00 which sum a few days later, I turned over to Mr, Dashiell and which together with the $115.00 in his hands as aforesaid making a total of $270.00 he has turned over to as surviving partner depositing the said sum this day in such account in the Bank of Somerset Princess Anne. Md.

Respectfully submitted.

Woodland Disharoon,
Surviving partner of Disharoon Brothers.

State of Maryland, Somerset County to wit:

I hereby certify that on this 5th day of June, 1924, before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared Woodland Disharoon surviving partner of Henry C. Disharoon, deceased and Woodland Disharoon and made oath indue form of law that the above and aforegoing account is true and correct to the best of his knowledge, information and belief.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year above written. Seal of Notary. Samuel H. Sueler, Notary Public.

Below are given a list of Judgments and open accounts in favor of Disharoon Bros. that so far have not been collected, There is a possivility of collecting a part of said claims but in my opinion not more than 50% thereof in any event.

Robert J/ Shores	open account	273.67
Albert N. Jones	" "	230.86
Dennis Jones	" "	29.84
Lillian Shores	" "	38.96
Edward H. Webster	" "	21.00
Emannuel Jones	Judgment	19.28
Hohn H. Jones	"	10.20
Archie Shores	"	16.42
Arthur Jones	"	21.53
Edgar Wright	"	11.02
John & Nellie Beckett	"	45.18
		717.96

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Exhibit "C" referred to in the Testimony is asfollows:

Foley & Co.	7.20
U. S. Rubber Co	19.55
F. A. Davis & Co.	26.91
Green Valley Milling Co.	54.10
Gilbert Bros Co.	69.54
Berlin Milling Co.	251.34
E. G. Davis Candy Co.	110.48
C. R. Disharoon & Co.	98.11
Marylander and Herald	4.00
C. G. Kriel Co.	257.99
Meyer Stesser Co.	26.52
I. A. Sheppard & Co.	5.60
Drury Lazenby & Co.	70.80
Deals Island Ice Co.	70.00
Proctor Gamble Co.	9.85
Turner Bros Co.	1178.17
Bennett & Jones	60.00
Manokin Creamery	45.00
Galloway James & Co.	62.00
H. S. Todd & Co.	65.23
Booker Scott and More Co.	20.20
	2512.59
Manokin Creamery	22.65
C. H. Hayman & Co.	.79

And thereafter to wit on the 12th November 1924 the Circuit Court here passed the following decree in the premises to wit:

Turner Brothers Company, a corp.	)	In Equity in the Circuit Court
Vs.	)	For Somerset County
Hattie Jones Disharoon et als.	)	No. 3711 Chancery.

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

It is thereupon this 11th day of November in the year nineteen hundred and 24 by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed thatthe real estate in the proceedings mentioned be sold.

That Harry C. Dashiell be and he is hereby appointed Trustee to make such sale, the course and manner of his proceedings shall be as follows, he shall first file in the office of the Clerk of the Court a bond to the state of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of fifteen hundred dollars if corporate security and three thousand dollars if private security conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any further order or decree in the premises he shall then proceed to make sale of said real estate having first given at least twenty days, previous notice, inserted in some newspaper printed in said Court, 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 in cash on the day of sale the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale, the whole to bearinterest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser or or purchasers with a surety or sureties to be approved by the Trustee or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales the Trustee shall return to this Court a full and particular account of the same with an affidavit to the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court and on the payment of the whole purchase money(and not before) the said Trustee shall by a good and sufficient deed to be executed and acknowledged according to law convey to the purchaser or purchasers of said property to his, her, or their heirs the property to him, her or them sold free, clear and discharged of all claims 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 said sale or sales and the bonds which may be taken for the same to be disposed of under the firection of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustee as the Court shall think proper to allow as consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale or sales the said Trustee is directed to give notice to

creditors of the said Henry C. Disharoon and Dishharoon Bros. to filed their claims with the vouchers thereof in the office of the Clerk of the Court within two months from the day of said sale or sales. Robt F. Duer.

And thereupon the said Harry C. Dashiell trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Harry C. Dashiell, Principal of Somerset County, and state of Maryland, and the American Surety Company, a corporation existing under the laws of the state of New York, surety are held and firmly bound unto the said state af Maryland, in the full and just sum of Fifteen Hundred dollars ($1500.00) to be paid to the said state of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators personal representatives and assigns, firmly by these presents sealed with out seals and dated this 12th day of November, 1924.

Whereas the above bounden Harry C. Dashiell, by virtue of a decree of the Circuit Court for Somerset County, in Equity has been appointed Trustee to sell the property mentioned in the proceddings in the case of Turner Brothers Company, a Maryland, corporation Vs., Hattie Jones Disharoon and others the same being No. 3711 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Harry C. Dashiell, 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 this obligation shall be void. otherwise to be and remain in full force and virtue in law.

Test as to H.C.D.
S. Frank Dashiell
Test as to H.C.D. Atty.
S. Frank Dashiell
Testas to E. B. P.
S. Frank Dashiell.

Harry C. Dashiell (SEAL).

American Surety Company of New York.
Harry C. Dashiell Attorney.

Countersigned by
Earle B. Polk, Countersigner.

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 11th December 1924 the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following, to wit:

Turner Bros Co., a Maryland Corporation	)	No. 3711 Chancery
Vs.	)	In the Circuit Court
Hattie Jones Disharoon et als.	)	For Somerset County
		In Equity.

To the Honorable, the Judges of said Court:

The report of Harry C. Dashiell, Trustee appointed by the decree passed in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of the trust as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald" a newspaper printed in Somerset County, omce a week for three successive weeks before the day of sale and by hand bills extensively circulated in said county, he did, pursuant to said notice attend at the Court House door, in Princess Anne, in said County on Tuesday, the 9th day of December, 1924, at the hour of two O'clock P. M. and then and there did prodeed to sell said property, that is to say:

Your trustee offered at public auction the property mentioned in said decree in said advertisement and particularly described as follows:

All that tract or parcel of land in Tangier Election District, Somerset County, Maryland, lying and binding on the county road in said district , leading to the Thoroughfare Bridge, adjoining the land formerly owned by Disharoon Brithers, near the Methodist Episcopal Church, where Henry C. Disharoon resided in his life time and containing one acre and twenty one square rods of land

more or less, and being the same land which was conveyed unto the late Henry C. Disharoon, deceased, by Hester A. Disharoon and others by deed dated the 14th day of November, 1901, and recorded among the land records of aid Somerset County in Liber O.T.B. NO. 32 folio 82 etc., This property is improved by a two story frame dwelling in good condition.

And your trustee sold said tract or parcel of land above described to Turner Bros Company, a Maryland corporation, located at Salisbury, Maryland, at and for the sum of One Thousand and fifty dollars ($1050.00) it being then and there the highest bidder therefor and said purchaser has complied with the terms of said sale to the satisfaction of said Trustee.

Respectfully submitted. Harry C. Dashiell, Trustee.

State of Maryland. Somerset County to wit:

On this day of December, 1924, before me the subscriber , Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Trustee named in the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report of sales are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said eport the Vlerk of the Circuit Court here passed the following order.

Turner Bros. Company, a Maryland, Corporation	)	No. 3711 Chancery
Vs.	)	In the Circuit Court
Hattie Jones Disharoon et als.	)	For Somerset County
		In Equity.

Ordered that the sale of the property mentioned in these proceedings made and reported by Harry C. Dashiell, trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of January 1925, provided that a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 12th day of January 1925. The report states the amount of sales to be $1050.00.

W. Jerome Sterling. Clerk.

And now at this day, to wit on the 13th January 1925, some again into Court here the said complainant by his solicitor and on motion of the said complainant by his solicitor aforesaid, the Court here passed the following order to wit:

Turner Bros. Co. a Maryland corporation	)	No. Chancery
Vs.	)	In the Circuit Court
Hattie Jones Fisharoon et als.	)	For Somerset County
		In Equity.

Ordered this 13th day of January 1925, by the Circuit Court for Somerset County in Equity, that the sale made and reported by Harry C. Dashiell, 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, and it is further ardered that Edgar A. Jones be and he is hereby appointed special auditor to state the account in the within mentioned cause.

Robt F. Duer.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per : W. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit, on the 28th day of August 1924, a certain Lafayette Burlingame of Somerset County and state of Maryland by H. Fillmore Lankford, his solicitor exhibited andfiled in the Circuit Court here, a certain Mortgage executed and delivered to Lafayette Burlingame from a certainDavid Roach and wife, of said county and state, which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 1st day of January in the year nineteen hundred and twenty one by David Roach and Cynthia Roach his wife, now in Somerset County in the state of Maryland, Witnesseth:

Whereas the said David Roach is indebted to Lafayette Burlingame in the sum of Eight Hundred dollars for a part of the purchase money for the real estate hereinafter conveyed which said indebtedness is evidenced by the bill obligatory of the said David and Cynthia for said sum of eight hundred dollars dated evenly herewith payable to the said Lafayette Burlingame five years after date with interest from date payable annually from date and whereas for the purpose of further securing the payment of said sum with interest as aforesaid this mortgage is executed.

Now therefore this Mortgage witnesseth that for and in consideration of the premises the said David Roach and Cynthia Roach his wife do grant and convey unto the said Lafayette Burlingame, his heirs and assigns all that lot, tract or parcel of land in East Princess Anne Election District, Somerset County, Maryland on the south side of the county road leading from Princess Annd to Snow Hill containing one hundred and seventeen one hundredths, acres more or less, and being the same and all the land which was conveyed to the said David Roach by the said Lafayette Burlingame and wife by deed dated the 1st day of January 1921; not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, and being the same land mentioned and described in a deed of release to the said Lafayette Burlingame from Harry H. Wilford and others dated the 24th day of August 1920 recorded among said records in Liber W?J.S. No. 81 folio 275 etc., to which said deed release and all the references in the same contained reference is hereby made for full and accurate description of the lands hereby mortgaged.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privilege and advantages thereto belonging or in anywise appertaining.

To have and to hold theaforesaid parcel of ground and premises unto and tonthe proper use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well andtruly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises thesaid Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments. public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said David Roach and Cynthia Roach his wife, do hereby covenant to pay when legally demandable.

And if default be made in the payment of the said money or in the interest thereon to accrue, or in any part of either one of the, at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee his personal representatives or assigns, or H. Fillmore Lankford his or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay saod debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof his. her or their heirs or assigns; and which sale shall be made in the manner following viz: Upon giving twenty days notice of the time, place manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale

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of said property, under the powers hereby granted the proceeds arising from such sale to apply, first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

Ans the aid Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least five hundred dollars and to cause the policy or policies to be affected to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with the interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test: Samuel H. Sudler. David L. Roach (SEAL).

Cynthia S. Roach (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 1st day of January nineteen hundred and twenty one before me the subscriber a Notary Public of the state of Maryland in and for Somerset County personally appeared David Roach and Cynthia Roach his wife the mortgagors named in the foregoing mortgage and severally acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent and attorney of Lafayette Burlingame the mortgagee in said mortgage and that he is authorized to make this affidavit.

In testimony whereof I hereto subscribe my name and affix my notarial seal the day and year aforesaid.

Samuel H. Sudler, Notary Public.

Received for record 6th January 1921 and recorded in Liber W.J.S. NO. 82 folio 316&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received I hereby assign the within and foregoing Mortgage to Clarence M. Thurber as collateral security to a judgment bond given said Thurber for $800.00. When said bond is satisfied this assignment is to be null and void and revert to the said Lafayette Burlingame.

Test: G. T. Reed.

Witness my hand and seal this 27th day of October 1921. Lafayette Burlingame (SEAL).

Filed for record 2nd November 1921 and recorded in Liber W.J.S. NO. 82 folio 316.

Test: W. Jerome Sterling, Clerk.

For value received I hereby assign back to Lafayette Burlingame all my interest in the within mortgage. Witness my hand and seal this 17th day of July A. D. 1924.

Attest: Geo. Wilson. Clarence M. Thurber (SEAL).

Filed for Record 17th April 1924 Test: W. Jerome Sterling, Clerk

The Bill obligatory to the foregoing Mortgage is as follows:

$890.00. January 1 1921.

Secured by mortgage of even date herewith and for value received five years after date we promise to pay to the order of Lafayette Burlingame eight hundred dollars (part of purchase money for property conveyed by said mortgage) with interest from date, payable annually from date and we hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness our hands and seals. David J. Roach (SEAL).

Witness: Revenue Stamp .18. Cynthia S. Roach (SEAL).

Samuel H. Sudler.

And thereupon the said H. Fillmore Lankford Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we, H. Fillmore Lankford, of Somerset County, in the state of Maryland, principal, and the Fidelity and Deposit Company, of Maryland, a body corporate, surety are held and firmly bound unto the state of Maryland, in the full and just sum of one 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, administrators and successors, jointly and severally firmly by these presents, sealed with our seals and dated this 28th day of August ninteen hundred and twenty four.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from David Roach and Cynthia Roach his wife to Lafayette Burlingame dated the 1st day of January, 1921, recorded among the land records of Somerset County in Liber W.J.S. NO. 82 folio 316 etc., is authorized upon default in the covenants of said mortgage to sell the real estate in said mortgage mentioned and whereas default has occurred under the covenants and conditions of said mortgage and the said H. Fillmore Lankford is about to exercise the power of sale in said mortgage contained by a sale of the mortgaged property.

Now the condition of the above obligation is such that if the above bounden H. Fillmore Lankford do and shall well and faithfully perform the trust reposed in him in and by said mortgage and shall abide by and fulfill any order or decree which may be made by any court of equity in relation to the sale of said mortgage property or the proceeds thereof then the above obligation to be void otherwise tonbe and remain in full force and virtue in law.

In testimony whereof the aid H. Fillmore Lankford has hereto set his hand and seal and the said body corporate has caused these presents to be signed by H. Fillmore Lankford, its attorney in fact and its corporate seal to be affixed the day and year hereinabove written.

Witness: H. Fillmore Lankford (SEAL).

James R. Stewart for both. Corporate Seal. Fidelity and Deposit Company of Maryland.

By H. Follmore Lankford
Its Attorney in fact.

Wgich said bond was thus thereon endorsed.

The within bond and surety are hereby approved. W. Jerome Sterling, Clerk.

And thereafter on the 8th October 1924 the said Trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following to wit:

9VOGE

H. Fillmore Lankford, Ex Parte, Trust created by mortgage from David Roach and wife to Lafayette Burlingame.	)))	No. 3742 Chancery In the Circuit Court For Somerset County Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, Attorney named in a mortgage from David Roach and wife, to Lafayette Burlingame, dated the 1st day of January , 1921, recorded among the land records of Somerset County in Liber W.J.S. NO. 82 folio 316 etc., recpectfully represents.

That after default had occurred in the covenants and conditions of said mortgage, andafter having filed a bond with approved security in the office of the Clerk of the CircuitCourt for Somerset County, conditioned for the faithful performance of the trust reposed in him in and by said mortgage, and after having given at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper printed in Somerset County, and by hand bill posted at the Court House door in said county, he did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday the 2nd day of September, 1924, at or about the hour of two O'clock P. M. and then and there proceeded to sell at public auctioj the real estate conveyed by said mortgage as follows:

He offered all that lot orparcel of land in East Princess Anne Election District, in Somerset County, Maryland, on the south side of the county road leading from Princess Anne to Snow Hill adjoining the lands of Edward W. Mills andothers which was conveyed to the said David Roach by the said Lafayette Burlingame and wife by deed dated the 17th day of December, 1920, recorded among said land recordsin Liber W.J.S. No. 84 folio 11 etc., containing one hundred and twelve acres more or less fully described by courses and distances in a surveyor's plat and certificate filed with and as a part of the said deed and being the same land described in a deed of release to the said Lafayette Burlingame from Harry H. Wilford and others, dated the 24th day of August 1920, recorded among said records in Liber W.J.S. NO. 81 folio 275 etc., improved with a dwelling house and outbuildings and sold the same to the said Lafayette Burlingame he being then and there the highest bidder therefor at and for the sum of nine hundred dollars and the said purchaser has complied with the terms of sale to the satisfaction of the said Attorney.

The said property was sold subject to a prior mortgage from the said Lafayette Burlingame and wife to James T. Marriner dated the 4th day of September, 1920, for the sum of twelve hundred dollars with interest from the 4th day of September 1923,

Ans the said attorney makes the following distribution of the proceeds of said sale.

Total amount of sales		$900.00.
Advertising sale and order Nisi.	$22.50	
Auctioneer	2.00	
Premium on bond	5.00	
Costs as taxed by Clerk	20.50	
Taxes for 1921, 1922, 1923 and 1924.	80.82	
Attorneys commissions under the rule	66.00	
Balance on account of mortgage debt	703.18	
	$900.00	$900.00

And the said attorney brings into Court the proceeds of said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford.
Attorney named in said mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 7th day of October nineteen hundred and twenty four before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford the attorney mentioned in the foregoing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief, and that the sale thereinreported was fairly made. W. Jerome Sterling, Clerk.

Upon which said report the Circuit Court here passed the following order to wit:

H. Fillmore Lankford, Ex Parte	)	No. 3742 Chancery
Trust created by mortgage to Lafayette	)	In the Circuit Court
Burlingame from David Roach and wife.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County, in Equity, this 7th day of October, nineteen hundred and twenty four that the report of H. Fillmore Lankford, the attorney mentioned in the above cause, and the sale of real estate by him reported and the distribution of the proceeds of said sale made by him in said report be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 3rd day of November 1924, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 3rd day of November 1924.

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

Robert F. Duer, Judge.

And now at this day to wit on the 20th day of January 1925 comes again into Court here the said trustee by his solicitor and on motion of the aaid trustee by his solicitor the Court here passed the following order to wit:

H. Fillmore Lankford, Ex Parte	)	No. 3742 Chancery
Trust created by mortgage to Lafayette	)	In the Circuit Court
Burlingame from David Roach and wife.	)	For Somerset County.

It having been prived to the Court here that a copy of the proceedings order nisi has been published according to the provisions and no exceptions having been filed and no cause to the contary having been shown it is this 20th day of January nineteen hundred and twenty five ordered by the Circuit Court for Somerset County in Equity, that the within report of H.Fillmore Lankford, attorney and the sale by him reported together with the disbussement of the proceeds of said sale made in said report be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge

And thereupon it is ordered by the Court here that the proceedsngs aforesaid be entered of record according to law, andthe same is accordingly done.

Per: W. Irvine Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 26th 1924 a certain a certain James A. C. Deaver and Sallie E. Deavor by Woodcock & Webb their solicitors exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to James A. C. Deavor and Sallie E. Deavor by a certain Harvey H. Holden and Wava B. Holden his wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this eleventh day of February in the year one thousand nine hundred and eighteen by Harvey H. Holden and Wava B/ Holden. his wife of La Grange County state of Indiana, patties of the first part and James A. C. Deavor and Sallie E. Deavor of Somerset County state of Maryland , partnes of the second part, witnesseth:

Whereas the said Harvey H. Holden is indebted unto the said parties of the second part in the full and just sum of twenty five Hundred dollars ($2500.00) part purchase money on the property hereinafter described, to be repaidnwith interest at the legal rate one year after date hereof, but the privilege is hereby granted to the said parties of the first part to pay the principal and interest at any time, to secure the payment of which said sum with interest as aforesaid these presents are executed.

Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of one dollar receipt of which is hereby acknowledged the said parties of the first part do hereby grant

and convey unto the said parties of the second part all that farm or tract of land situate and lying in Somerset County Maryland, on the north side of and binding upon the county road leading from Princess Anne to Salisbury, known as the Backbone road and more particularly described in a deed from Samuel P. Woodcock and wife to James A. C. Deavor and Sallie E. Deavor his wife dated January 15th 1910 and recorded in the land records of Somerset County, Maryland, in Liber S.F.D. NO. 53 folio 224 containing Two Hundred and forty three and sixty five hundredths acres of land more or less, to which said deed and references therein contained reference is hereby made for a fuller and more perfect description.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns forever.

Provided that if thesaid parties of the first part their heirs, personal representatives or assigns shall well and truly pay or cause to be paid to the said parties of the second part their personal representatives or assigns, the aforesaid principal sum and interest thereon as the same shall respectively become due and payable and shall perform all the covenants herein contained on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said parties of the first part shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or to be levied or assessed on said hereby mortgaged property, with taxes, assessments public dues, charges, mortgage debt and interest the said parties of the first part for themselves their personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said momey or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of same or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said parties of the second part their personal representatives and assigns S. D. Douglass their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Somerset County and such other notices as by the said mortgagees their personal representatives or assigns may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said Mortgagee their personal representatives or assigns under this mortgage, whether the same has matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns or to whomever may be entitled to the same.

And thesaid parties of the first part for themselves their personal representatives and assigns do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on the hereby mortgaged land to the amoung of at least Two Thousand dollars andto cause the policy to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagees their personal representatives and assigns to the estent of the lien or claim hereunder and in the event that the mortgagors shall neglect to pay the taxes and other public charges thereon then the mortgagees shall have the right to pay the same and thesame shall be added to the said mortgage debt, and be secured by the line of this mortgage.

Ans it is further agreed that incase of sale of under this mortgage, the crops upon thesaid land shall pass to the purchaser.

And the said parties of the first part hereby covenant with the said Mortgagee their personal representatives or assigns that there are no prior liens against the above described property except a Mortgage for $5300. to the Farm Loan Bank of Somerset County duly recorded.

And in the event that proceedings shall be commenced for the sale of the property herein described or any part thereof, under the powers herein granted or otherwise and a settlement of the debt is made after proceedings commenced and before sale the parties of the first part hereby covenant and agreed to pay all expenses incurred up to theday of settlement. including advertisement a reasonable attorney's fee Court Costs, and one half of the commissions hereinbefore provided for as if the sale had been completed, and no proceeding commenced under the powers herein granted or otherwise shall be stopped or stayed until all fees, costs and commissions shall have been paid

As witness hands and seals of the said parties of the first part this day and year first above written.

Test as to Harvey B. Holden — Harvey H. Holden (SEAL).
M. L. Costen

Test as to Wava B. Holden — Wava B. Holden (SEAL).
Harvey H. Holden.

State of Indiana, La Grange County to wit:

I hereby certify that on this 11th day of February in the year one thousand nine hundred and eighteen before the subscriber a Notary Public in and for county County of La Grange state of Indiana personally appeared Wava B. Holden, and acknowledged the foregoing Mortgage to be her act. Witness my hand and Notarial seal.

My commission expires May 20, 1920. — May Turley, Notary Public.

State of Maryland, Somerset County to wit:

I hereby certify that on this 14th day of February in the year 1918, before the subscriber a Notary Public of the tate of Maryland in anf for Somerset County aforesaid personally appeared Harvey H. Holden one of the above named mortgagors and acknowledged the foregoing mortgage to be his act and at the same time and place also personally appeared before me Sallie E. Deavor one of the above named mortgagees and made oath in due form of law that the consideration set forth in the above and foregoing is true and bona fide as therein set forth.

Witness my hand and Notarial seal the day and year hereinbefore first written.

Mark L. Costen, Notary Public.

Received for record 21st May 1918 and recorded in Liber W.J.S. NO. 74 folio 249 &c., one of the land records of Somerset County .

Per W. Jerome Sterling Clerk.

As collateral security for the payment of a note given to the Peoples Bank of Somerset County, Maryland, a corporation, for the sum of Four Hundred and twenty six dollars and twenty six cents ($426.26) and dated evenly herewith and payable four months after date and for any renewal or renewals of the same in whole or in part we hereby assign the within mortgage to the said The Peoples Bank of Somerset County a corporation.

Witness our hands and seals this 24th day of May in the year 1918.

Test: B. H. Sterling. — James A. C. Deavor (SEAL).
Sallie E. Deavor (SEAL).

State of Maryland, Somerset County to wit:

For value received the note for four hundred and twenty six dollars and twenty six cents ($426.26) having been fully paid and satisfied as well as all other indebtednes to us by the mortgagees for which this mortgage was assigned to us as collateral security we hereby release all our right title and interest therein as against the said mortgagees and reassign the same to the said mortgagees, James A. C. Deavor and Sallie E. Deavor, As witness the corporate seal of the said Peoples Bank of Somerset County, a corporation the dollateral assignee herein, and the signature of Henry H. Waters the President thereof this 28th day of December, in the year 1918

Test: V. E. White. — Henry J. Waters
President of the Peoples Bank of Somerset Co.

9VOGE

Filed for record 28th December 1918, recorded in Liber W.J.S. NO. 77 folio 282.

Test W. Jerome Sterling, Clerk.

We hereby assign the within mortgage unto Frederick W. C. Webb for the purpose of foreclosure.

Witness our hands and seals this 13th day of June, 1924.

Witness: Amon E. Deavor. Jas A. C. Deavor (SEAL).

Sallie E. Deavor (SEAL).

Filed ror record 26th Aug. 1924 and recorded in Liber W.J.S. NO. 74 folio 251

Test: W. Jerome Sterling. Clerk.

And whereupon the said Frederick W. C. Webb trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we Frederick and New Amsterdam Casualty Company a body corporate of the state of Maryland are held and firmly bound unto the state of Maryland in the full and just sum of Three 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 and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of August, in the year nineteen hundred and twenty four. Whereas the above bounden Frederick W. Webb by virtue of the power contained in a mortgage from Harvey H. Holden and wife bearing date the 11th day of February nineteen hundred and eighteen and recorded among the land records of Somerset County in Liber W.J.S. NO. 74 folio 249 and duly assigned to the said Frederick W. C. Webb and for the purpose of foreclosure is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, andin the conditions and covenants therein contained.

Now the conditions of this obligation are such that if the above bounden Frederick W. C. Webb 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 the 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 Frederick W. C. Webb (SEAL).

in the presence of. New Amsterdam Casualty Company
By A. W. W. Woodcock
Katie M. Parsons. Attorney in fact.

Attest: Katie M. Parsons.

Which said bond was thus thereon endorsed. Bond approved, W. Jerome Sterling, Clerk.

And thereafter to wit on the 31st October 1924 the said trustee exhibited and filed in the Circuit Court here a report of sales which an affidavit thereunto annexed, which said report and affidavit so aforesaid filed are in the words following to wit:

Frederick W. C. Webb, Assignee	)	No. 3740 Chancery
Vs.	)	In the Circuit Court
Harvey H. Holden et ux.	)	For Somerset County
		Maryland.

TO THE HONORABLE THE JUDGES OF THE SAID COURT:

The report of sale of Frederick W. C. Webb assignee of a certain mortgage made and executed by Harvey H. Holden and Wava B. Holden his wife to James A. C. Deavor and Sallie E. Deaver dated February 11th 1918 and recorded among the land records for said Somerset County in Liber W.J.S. NO. 74 folio 249 and duly assigned to the aid Frederick W. C. Webb for the purpose of foreclosure, under and by vurtue of the Power of sale therein contaied, default having occurred in the covenants of the said mortgage, whereby the said mortgage debt becomes due and demandable, resprectully represents unto your Honors, that after having given bond with security approved by the Clerk of this Court for the faithful discharge of the trust so as aforesaid, reposed in him by the said mortgage, and as required by law, and after having given notice of the time, place, manner and t temms of sale by advertisement inserted in the Marylander & Herald, a newspaper published in said Somerset County, once a week for three successive weeks before the said date of sale, as will more

fully appear by reference to the "Certificate of Publication" hereunto atteched, and by hand bills he did pursuant to said notice, attend at the front door of the Court House for said Somerset County, at Princess Anne. Maryland, on Saturday, September, 20th 1924, at or about two O'clock P. M. and did then and there proceed to sell the property described in the said mortgage to wit: All that farm or tract of land situated and lying in Somerset County, Maryland and on the North side of and binding upon the County Road leading from Princess Anne to Salisbury, known as the Backbone Road, containing two hundred forty three and sixty five hundredths (243.65) acres more or less, and more particularly described in adeed therefor from Samuel P. Woodcock and wife to James A. C. Deavor and Sallie E. Deaver, dated January 15th 1910, and recorded among the land records for said Somerset County, Maryland in Liber S.F.D. NO. 53 folio 224 reference to which said deed and all other title papers relating to the said property is hereby made a part hereof for a fuller description thereof to the same extent as though herein set forth.

And sold the same to Amon E. Deaver, he being then and there the highest bidder therefor, at and for the sum of One Thousand dollars ($1000.00) and the said purchaser will comply with the terms of sale upon final ratification hereof.

And the said sum of One Thousand dollars ($1,000.00) in hands of the said Assignee he proposes to distribute as follows:

Woodcock & Webb for appearance fee	$10.00
Frederick W. C. Webb for commissions	72.00
W. Jerome Sterling, Clerk ofor costs	12.50
B. C. Dryden, Auctioneer for services	5.00
Somerset Publishing Company, for advertising	30.00
New Amsterdam Casualty Company, for premium on Assignee's bond	10.00
R. Mark White, Treasurer, for state and County taxes	549.38
James A, C Deaver and Sallie E. Deaver for application on mortgage and interest	311.12
	$1000.00.

Respectfully submitted. Frederick W. C. Webb, Assignee.

State of Maryland. Wicomico County tonwit:

I hereby certify that on this 30th day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public of the state of Maryland in and for Wicomico County, aforesaid, personally appeared Frederick W. C. Webb, Assignee named in the aforegoing 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 said sale was fairly made.

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

Seal of Notary. Marian L. Jones. Notary Public

Upon which said report the Circuit Court here passed the following order, to wit:

Ordered this 31st day of October 1924, by the Circuit Court for Somerset County Maryland, that the sale of the property and the distribution of the proceeds thereof, made and reported by Frederick W. C. Webb assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st day of December 1924, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County once in each of three successive weeks before the 25th day of November 1924.

The report states the amount of sales to be One Thousand dollars ($1000.00.).

Robt F. Duer, Judge.

And now at this day to wit on the 24th January 1925 comes again into Court here the said trustee and on motion of the said trustee by his attorney the Court here passed the followint order:

9VOGE

Ordered by the Circuit Court for Somerset County, Maryland, this 24th day of January 1925, that the sale of the property and the distribution of the proceeds thereof made and reported by the Assignee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, though due notice appears to have been given as required by the order nisi passed in said cause, and the said Assignee is allowed the usual commissions and the expenses accounted for in said distribution.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: N. Jerome Sterling, Clerk.

Be it remembered that heretofore to wit on the 23rd October 1924 a certain Woodland A. Long of Somerset County and state of Maryland by Godfrey Child his solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Woodland A. Long from Louisa Wilpert Long of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 21st day of November in the year nineteen hundred and nineteen by Louisa Wolpert widow, formerly of the state of South Dalota but now of the state of Maryland. Whereas the said Louisa Wolpert is indebted unto a certain Woodland A. Long as a part of the purchase price of the property hereinafter described and hereby mortgaged, the sum of two thousand dollars ($2000.00) which is further evidenced by the bill obligatory of the said Louisa Wolpert payable to the order of the said Woodland A. Long his personal representatives or assigns, twelve months after date with interest from date until paid, and to secure the payment of said bill obligatory principal and interest these presents are executed.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar ($1.00) the said Louisa Wolpert does hereby grant and convey unto the said Woodland A. Long his heirs and assigns all that tract or parcel of land situate lying and being in Dublin Election District Somerset County, Maryland, near old Dublin on the county road leading from Pocomoke City to Perry Hawkin containing sixty and one half (60½) acres more or less being all the same farm or tract of land conveyed to the said Louisa Wolpert from the said Woodland A. Long and wife by deed dated October, 27, 1919, reference to which and the rferences therein contained, special reference is hereby made for a more particular description.

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

To have and to hold the said parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that if the said mortgagor shall well andtruly pay unto thesaid Mortgagor the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on her part to be performed then this mortgage shallbe void.

And it is agreed that until default be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kindl levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said Mortgagor does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee his personal representatives or assigns or L. Paul Ewell their attorney or Agent at any time after such default to sell the property hereby mortgaged, or so much thereof

as may be necessary, for cash to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her, or their heirs or assigns; and which sale shall be made in the manner following Viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said mortgagee his personal representatives and assigns under this mortgage whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagor or any person in her behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable attorney's fee and one half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest and thesame shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted and under a decree of order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least nine hundred dollars and to cause the policy or policies to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of thesaid Mortgagee his hersonal representatives and assigns, to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the said Mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee hereby authorized to insure and keep insured the said improvements and what ever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from thedate of payment as though included inthe mortgage debt hereinbefore first mentioned. Witness the hand and seal of said mortgagor.

Test: Cynthia Ardis. Louisa Wolpert. (SEAL).

State of Maryland Worcester County to wit:

I hereby certify that on this 21st day of November in the year nineteen hundred and nineteen before me the subscriber a Notary Public of the state of Maryland in and for Worcester County residing at Pocomoke City personally appeared Louisa Wolpert the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed; and at the same time and place also personally appeared before me Woodland A. Long the mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

In testimony whereof I hereunto set my hand and affix my Notarial seal.

Cynthia Ardis, Notary Public.

Received for record 9th December 1919, and recorded in Liber W.J.S. NO. 76 folio 300 one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

9VOGE

For the purpose of foreclosure I hereby assign the within mortgage to Godfrey Child.

Witness my hand and seal this 22nd day of October A. D. 1924.

Witness: Godfrey Child. Woodland A. Long (SEAL).

Filed for record 23rd October 1924 and recorded in Liber W.J.S. NO. 76 folio 311.

Test: W. Jerome Sterling, Clerk.

And whereupon Godfrey Child the said Trustee filed in Court here a bond in the words following:

Know all men by these presents, that we, Godfrey Child, as principal and L. Paul Ewell and Woodland A. Long, as sureties are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars ($4000.00) cureent money to be paid to the said state of Maryland, or its certain attorney which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, administrators and executors, jointly and severally, firmly by these presents. Sealed with our seals and dated this 31st day of October, A. D. 1924.

Whereas by a mortgage dated November 21, 1919, and recorded among the land records of Somerset County Maryland in Liber W.J.S. NO. 76 folios 300 etc., from Louisa Wolpert (widow) to Woodland A. Long, and by the said Woodland A. Long assigned to the said Godfrey Child, for the purpose of foreclosure, default having been made in the payment of the debt secured thereby the said Godfrey Child, as assignee, has instituted proceedings in the Circuit Court for Somerset County, Maryland in Equity, for the purpose of selling the property described in said mortgage and under the power therein.

Now the condition of the above obligation is such that if the above bounden Godfrey Child does and shall well and faithfully abide by and fulfill any order or decree which may be made by any Court ofequity 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.

Witness:

Cynthia Ardis.

Godfrey Child (SEAL).
Principal.

Woodland A. Long (SEAL).

L. Paul Ewell (SEAL).
Surety.

Which said bond was thus thereon endorsed. Approved. W. Jerome Sterling, Clerk.

Ans thereafter to wit on the 21st November 1924 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit, thereunto annexed, which said report and affidavit as aforesaid filed are in the words following to wit:

Godfrey Child, Trust created by a mortgage	)	In the Circuit Court
from Louisa Wolpert to Woodland A. Long and	)	For Somerset County
assigned to Godfrey Child for the purpose	)	Maryland
of foreclosure.	)	In Equity
		No. Chancery.

To the Honorable the Judges of said Court:

The report of Godfrey Child, Assignee for the purpose of foreclosure, of a mortgage from Louisa Wolpert (widow) to Woodland A. Long, dated the 21st day of November, 1919, amd recorded among the land records of Somerset County, Maryland in Liber W.J.S. NO. 76 folios 300 etc., respectfully shows:

That after giving bond with security approved by this court for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and by the said mortgage, and giving notice of the time,place, manner and terms of sale by advertisement published in the Marylander and Herald, a newspaper published in Princess Anne, in Somerset County Maryland and by hand bills extensively circulated throughout Somerset and Worcester Counties, in the said state of Maryland, at least twenty days before the day of sale as provided in said mortgage he die, pursuant to said notice attend at the Court House door in Princess Anne, Somerset County Maryland, on Saturday, November 15, 1924, at the hour of ten thirty O'clock A. M. and then and there proceeded to sell the land mentioned and described in said mortgage in the manner following,

that is to say, the said Godfrey Child, assignee as aforesaid, offered for sale at public auction to the highest bidder for cash, all that tract or parcel of land, together with the buildings and improvements thereon, situate, lying and being in Dublin Election District of Somerset County, Maryland, near Old Dublin, on the county road leading from Pocomoke City to Perty Hawkin, containing sixty and one half (60½) acres more or less, being all andthesamelandby said mortgage conveyed and all and the same land conveyed to the said Louisa Wolpert from the said Woodland A. Long and wife by deed dated October, 27, 1919, and of record among the land ecords of Somerset County, Maryland, and sold the same to Woodland A. Long at and for the sum of $1500.00 he being at that sum the highest bidder therefor. Thesaid sum of $1500.00 is evidenced by the promissory note of the said Woodland A. Long payable to the order of the undersigned upon ratification of this sale.

Respectfully submitted.

Godfrey Child, Assignee.

State of Maryland, County of Worcester, to wit:

I hereby certify that on this 20 day of November A. D. 1924, before me the subscriber a Notary Public of the state of Maryland, residing at Pocomoke City, in Worcester County, personally appeared Godfrey Child and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

In testimony whereof, I hereunto set my hand and affix my Notarial seal.

Seal of Notary. Cynthia Ardis. Notary Public.

Upon whicnsaid report the Clerk of the Circuit Court here passed the following order.

Godfrey Child, Trust created by a mortgage	)	In the Circuit Court
from Louisa Wolpert to Woodland A. Long, and	)	For Somerset County
assigned to Godfrey Child for the purpose of	)	Maryland
foreclosure/	)	In Equity
		No. Chancery.

Ordered by the Circuit Court for Somerset County Maryland that the sale of the property mentioned in these proceedings made and reported by Godfrey Child, assignee for the purpose of foreglosure, in a mortgage from Louisa Wolpert to Woodland A. Long, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of December 1924, provided a copy of this letter be inserted in some newspaper published in Somerset County, Maryland once in each of three successive weeks before the 22nd day of December 1924.

The report states the amount of sale to be $1500.00.

W. Jerome Sterling, Clerk.

And now at this day on the 9th January 1924, comes again the said Trustee and on motion of the said Trustee the Court here passed the following order, to wit:

Ordered by the Circuit Court for Somerset County, Maryland in Equity this 9th day of January 1924, that the sale made and reported by Godfrey Child, assignee for the purpose of foreclosure of the mortgage mentioned in these proceedings be and the sameis 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 Godfrey Child is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor. Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 12th June 1924 a certain Carrie E. Johnson by Stanley G. Robins her solicitor exhibited and filed in the Circuit Court here a bill of complaint against George A. Johnson and others which said bill of complaint is in the words following to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson, G. Russell Johnson	)	For Somerset County.
Hattie P. Tawes and Clinton Tawes	)	
her husband.	)	

To the Honorable, the Judge of said Court:

Your oratrix complaining says:

1. That your oratrix and a certain George A. Johnson G. Russell Johnson and Hattie P. Tawes, all of Somerset County, Maryland are seized in fee simple, in equal shares, as tenants in common of a lot of ground in Lawson's District Somerset County, Maryland, the title to which they acquired by deed to them from Daisy E. Bedsworth and John T. Bedsworth, her husband, dated the 26th day of January, 1917, and recorded among the land records of Somerset County, Maryland in Liber W.J.S. No. 71 folio 569, the original deed is herewith filed as a part hereof, marked Exhibit A".

2. That all the parties are residents of Somerset County Maryland and all above the age of 21 years except Hattie P. Tawes who is an infant 18 years of age, andthe wife of Clinton Tawes.

3. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their several interests.

To the end therefore.

1. That a decree may be passed for the sale of the said real estate.

2. That the proceeds of said sale may be distributed between your oratrix and the said George A. Johnson, G. Russell Johnson and Hattie P. Tawes according to their respective rights and interests.

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

May it please your Honor to grant unto your oratrix the writ of subpoena directed to the said George A. Johnson, G. Russell Johnson, Clinton Tawes, adults and Hattie P. Tawes Infant, all residing in Somerset County, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

As in duty bound, etc. Carrie E. Johnson. Oratrix.

Stanley G. Robins,

Solicitor for Oratrix.

Exhibit A. referred to in the foregoing Bill is as follows:

THIS DEED, made this 26th day of January 1917, by Daisy E. Bedsworth and John T. Bedsworth her husband both of Somerset County, in the state of Maryland, Witnesseth:

That in consideration of the sum of Two Hundred dollars receipt of which is hereby acknowledged the said Daisy E. Bedsworth and John T. Bedsworth her husband do grant andconvey unto George A. Johnson, Carrie E. Johnson, Hattie Pauline Johnson and George Russell Johnson as tenants in common share and share alike all that lot or parcel of land situate in Lawson Election District, in said Somerset County and lying on both sides of the county road leading from Cash Corner to St. Paul's Church, adjoining the land of George T. Hickman on the east, Robert P. Whittington on the south and John T. Horsey on the west, containing six acres, more or less and being the third parcel of land mentioned and described in a deedto the said Daisy E. Bedsworth by Ira E. Stevenson Trustee et al. dated April 23, 1915, and recorded among the land records of said Somerset County in Liber W.J.S. NO. 68 folio 220 et seq., to which deed and all the references therein contained special reference is hereby made as part hereof for a more full and particular description of the

land and premises hereby intended to be conveyed.

Together with the buildings and improvements thereupon erected made or being all all and every the rights alleys, ways, waters, privileges, appurtenances and advantabes to thesame belonging or in anywise appertaining.

To have and to hold said 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 George A. Johnson, Carrie E. Johnson, Hattie Pauline Johnson and George Russell Johnson as tenants in common, share and share alike, in fee simple.

And the said Daisy E. Bedsworth and John T. Bedsworth, her husband, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of said grantors.

Witness: Daisy E. Bedsworth (SEAL).

I. S. Lawson. John T. Bedsworth (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 26th day of January 1817, before me the subscriber a Justice of the Peace of the state of Maryland, in and for the county aforesaid, personally appeared Daisy E. Bedsworth and John T. Bedsworth, her husband and each acknowledged the foregoing deed to be their respective act and deed.

I. Samuel Lawson, Justice of the Peace.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland, To George A. Johnson, G. Russell Johnson, Clinton Tawes, and Hattie P. Tawes infant, of Somerset County, Greeting: You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in July next to answer the complaint of Carrie E. Johnson against you in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of May Anno Domini 1924.

Issued the 12th day of June Anno Domini 1924.

Per order: W. Jerome Sterling, Clerk.

At which said first Monday in July and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in formeforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy of summons for Hattie P. Tawes infant left in hands of her mother Carrie E. Johnson and copy of summons left in hands of each of other defendants.

Luther Daugherty, Sheriff.

And thereafter on the 28th day of June 1924 the said George A. Johnson filed the following Answer, to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of said Court:

The answer of George A. Johnson to the bill of complaint against him and others to the above cause exhibited, respectfully shows.

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1st Answering the first paragraph of said bill of complaint this defendant admits that the land mentioned and described in the original deed filed as "Plaintiff's Exhibit "A" was conveyed to the said parties to this suit, as tenants in common share and share alike, as alleged in the first paragraph of plaintiff's bill of complaint.

2nd. This defendant admits the matters and facts set forth in the second paragraph of Plaintiff's said bill of complaint except as to the age of S. Russell Johnson who is a minor.

3rd. Answering the third paragraph of the said bill of complaint this defendant says that the plaintiff Carrie E. Johnson is the wife of this defendant and the defendant G. Russell Johnson and Hattie P. Tawes are the children of this defendant and the said Carrie E. Johnson; that at the time of the purchase of said land mentioned in the first paragraph of Plaintiff's said bill of complaint, this defendant paid the full purchase price therefor, to wit, the sum of two hundred and twenty five dollars ($225.00) and caused the said Daisy E. Bedsworth and husband to convey said land to himself, his said wife and his two children as aforesaid, as tenants in common, share and share aloke; that at the time of said conveyance the said land consisted of about six acres of unimproved land, partly in woods and partly clear; that immediately after said conveyance this defendant purchased a dwelling house, had it moved upon said land built additions thereto, also constructed a barn and other outbuildings at his sold costs and expense, the total cost of said improvements to this defendant, not including his own labor, amounting to eight hundred dollars ($800) and said land and improvements was thereafter used and enjoyed by said defendant and his said family for several years and is still being used and enjoyed by this defendant, although the said plaintiff, by reason of her misconduct and infidelities, is now living apart from this defendant; that the said Barn and other outbuildings erected by this defendant upon said land is in the manner aforesaid are temporary structures, resting on blocks without permanent foundation and this defendant can and will remove the same from the said property,but the aforesaid dwelling, constructed and erected on said land with the additions thereto has been set upon permanent foundation and constitutes a permanent improvement to said land greatly increasing thevendible value of said property for which improvements this defendant is advised and believes that he is entitled to compensation from the proceeds of any sale that may be made of said property for the purpose of partition as prayed in Plaintiff's bill of complaint.

And this defendant therefore prays that this Honorable Court may ascertain and determine the extent to which the aforesaid dwelling house may have enhanced the vendible value of said property and to allow this defendant from the proceeds of the sale of said property the amount of such increase.

And this defendant further prays that he be hence dismissed with his proper costs.

Miles & Myers,
Attorneys for Defendants.

And thereafter on the 11th July 1924 the following replication to the Answer of George A. Johnson was filed.

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of said Court:

The replication of Carrie E. Johnson, Complainant in the above entitled cause to the answer of George A. Johnson, defendant, respectfully shows:

The complainant joins issue on the matters alleged in the answer of George A. Johnson so far as the same may be taken to deny or avoid the allegations of this bill.

Stanley G. Robins,
Solicitor for Complainant.

And thereafter to wit on the 18th July 1924 the said complainant by her attorney aforesaid filed in Ct Court here a petition in the words following to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of said Court:

The petition of the Complainant in the above cause respectfully represents:

That Hattie P. Tawes one of the defendants in the above cause has been duly summoned but being an infant she cannot answer and defend this suit for herself, and has no guardian within the jurisdiction of this Court to answer and defend for her.

The complainant therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.

Stanley G. Robins
Solicitor for Complainant.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County this 18th day of July, nineteen hundred and twenty four, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Hattie P. Tawes, infant defendant, in the above cause.

Robt F. Duer, Judge.

And thereupon the said James R. Stewart as guardian specially appointed filed in Court here the following answer to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland.

The answer of Hattie P. Tawes infant defendant in the above entitled cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of Carrie E. Johnson against her in the said Court exhibited.

This defendant for answer to the said bill of complaint by her said guardian, answers and says, that being ignorant of the matters charged in the said bill and being an infant of tender years she cannot admit any of the allegations of the said bill but submits her rights to the protection of this Honorable Court. And as in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 8th day of August 1924 the following petition and order to take testimony was filed.

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland,
		In Equity.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The petition of the complainant respectfully represents:

That the adult defendant, George A. Johnson has answered the bill of complaint in this cause by attorney and that the said adult defendants, G. Russell Johnson and Clinton Tawes, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear or to answer said bill of complaint within the time prescribed by the rules of this Court, and that the said Hattie P. Tawes infant defendant having been duly summoned, has appeared and answered said bill of complaint by James R. Stewart, guardian ad litem.

The complainant therefore prays your Honors that the bill of complaint may be taken pro confesso against the said G. Russell Johnson and Clinton Tawes, non appearing and non-answering adult defendants, and that the complainant have leave to take testimony before one of the standing examiners of the Court.

And as in duty bound etc.

Stanley G. Robins
Solicitor for Complainant.

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Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland
		In Equity.

It appearing in the above entitled cause that the adult defendant, George A. Johnson, has answered the bill of complaint in this cause and thatthe adult defendants G. Russell Johnson and Clinton Tawes, have been duly summoned to appear to said bill of complaint, but have failed to appear or answer said bill of Complaint within the time prescribed by the rules of Court, and that the said Hattie P. Tawes, Infant defendant having been duly summoned, has appeared and answered said bill of complaint by James R. Stewart, guardian ad litem.

It is thereupon this 8th day of August nineteen hundred and twenty four on the foregoing petition adjudged and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken proconfesso against the said G. Russell Johnson and Clinton Tawes non appearing and nonanswering adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And after wards to wit on the 18th September 1924 F. Douglass Sears examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony with him filed and by him taken, in the words following to wit:

Carrie E. Johnson	)	
Vs.	)	No. 3719 Chancery
George A. Johnson.G. Russell Johnson	)	In the Circuit Court
Hattie P. Tawes and Clinton Tawes,	)	For Somerset County
her husband.	)	

In this cause, an order having been passed for the taking of testimony to support the allegations of the Narr, I F. Douglass Sears, one of the standing examiners in Chancery for the Circuit Court for Somerset County, in Equity being duly appointed sworn etc., did take the following testimony at my place of business in Crisfield, Somerset Co., Maryland on August 22nd 1924, to wit: Mrs. Carrie E. Johnson, a witness of lawful produced on the part of the Plaintiff, being first duly sworn deposes and says a s follows:

Int #1 Mrs. Johnson what is your name, age, residence and occupation.

Ans. My name is Carrie E. Johnson age 45 years. I reside in Crisfield Somerset Co., Md. and I work in a factory.

Int #2. Are you acquainted with the parties to this suit, and if so how long have you known them and where do they reside?

Ans. Yes I know them. Mr. Johnson about 30myears. G. Russell Johnson all his life, Hattie P. Tawes all her life. I have known Clinton Tawes about eight months. I know they all reside in Crisfield, Maryland, except Mr. Johnson and I don't know where he resides.

Int #3. Please state who these parties are?

Ans. Mr. Geo. Johnson is my husband. G. Russell Johnson is my son, Hattie P. Tawes is my daughter and Clinton Tawes is my daughter's husband.

Int #4. Please state the ages of Hattie P. Tawes and G. Russell Johnson?

Ans. Russell was 21 years the 8th day of April 1924, and Hattie P. Tawes was 18 years the 29th of November 1913.

Int #5 How old is Clinton Tawes if you know

Ans. He was 21 years old March 1924, I think but I know he was 21 since last Christmas.

Int #6 How does it happen that you can recall the date of G. Russell Johnson's birth with such accuracy?

Ans. Well because I was his mother and I have it down in the family bible.

Int #7 When was this entry as to the date of his firth made in this family bible?

Ans. When they were two or three weeks old.

Int #8 Mrs. Johnson have you that bible?

Ans. Yes sir here it is.

Int #9. I present you with a bood. Is this the bible. Ans Yes sir.

Int #10 Mrs. Johnson look at the bible and tell from it the date of G. Russel Johnson's birth?

Ans. His birth was April 8th 1903.

Int # 11 Counsel for the Plaintiff herewith offers as evidence to be used at the hearing of this cause a Bible, and marked Exhibit B.

Int #11 Do you own any real estate and if so where it is located and from whom did you purchase it?

Ans. Yes sir. It is located in Lawson's District Somerset Co., Md., It was bought from Mr. John Bedsworth and Daisy Bedsworth/

Int #12 About when did you purchase this property and what interest have you in it?

Ans. About 1916 and I have a fourth interest in it.

Int #13 Who has the other three fourth interest?

Ans. Mr. Geo. Johnson , G. Russell Johnson and Hattie P. Tawes.

Int #14 I am presenting you an exhibit marked Exhibit "A" Is this the deed you got for the property

Ans. Yes Sir.

Attorney for the Plaintiff herewith filed a Deed to be used as evidence at the hearing of this cause and marked exhibit "A".

Int # 15 What was the condition of the property at the time of the purchase?

Ans. The land had been tended in corn.

Int #16 What was the size of the property?

Ans. It was six acres more or less.

Int #17. Were there any buildings on the property at the time of the purchase. Ans. No sir.

Int #18 Are there or have there been any buildings on these presmises since the purchase?

Ans. Yes sir.

Int #19. Name the buildings. Ans. A dwelling house, a barn, a hen house.

Int #20/ State whether or not these buildings are still on the premises?

Ans. I understand thatthe barn has been removed.

Int # 21 Do you know who removed the barn and if so whom?

Ans. I was told that Mr. Johnson and Mr. Jack Sterling moved it.

Int #22 Where is that barn now?

Ans. It is on a piece of land that my money paid for, and it is right adjoining our land.

Int #23. By our land, what land do you mean. Do you mean the land nemed in this deed.

Ans. Yes sir.

Int # 24. Where did you get the house.

Ans. The first starting of it Mr. Johnson bought a one room house from Mr. John Bedsworth for $15.00.

Int #25 What was the condition of the house at the time of the purchase.

Ans. It was in bad condition. He bought it only for the framing that was in it.

Int "26. What do you mean by bad condition.

Ans. The weather boarding was rotten on it. It was ceiled part of the way up. It has been pastered once in a day down stairs but all the plastering was very near off. Upstairs there was nothing but the weathering boarding.

Int #27/ Have there been any improvements made to this building, since the purchase, and if so do what extent and by whom?

Ans. This house was moved over on a piece of land that was bought by us four, and it didn't cost them anything to have it moved. Mr. Hubbard Bell helped move it, Mr. Geo. Bell helped move it Mr. Oscar Dryden and Mr. Sidney Ennis, and my two sisters brought food that day to help

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feed the crowd, Sadie Bell and Nina Ennis, We had lumber that was given to us or I mean the trees was give us by Mr. Billie Johnson, Mr. Beauregard Horsey, Mr. Hickman and Mr. Paul Gunby and Mrs. Johnson.

Int #28 Were any other improvements made to the house since the time of the purchase?

Ans. Yes sir.

Int #29 What improvements were made? Ans. It has been completed and finished.

Int #30 In detail just to what extent has it been completed and finished.

Ans. It has been weather-boarded, lathed and plastered, mantels and new doors . It has been painted inside and out and papered inside and lightening rods put on the house.

Int #31 Who paid for these improvements?

Ans. Well I can only show you and tell you what I have paid for.

Int #32. Mrs. Johnson, I present you a paper. What is that?

Ans. For Lumber, siding and shingles, I paid Mr. Neal Reamy $27.46

Attorney for the Plaintiff herewith offers as evidence to be used at the hearing of this cause a paper marked Exhibit "C" and filed herewith with the Examiner.

Int #33 What is this paper Mrs. Johnson?

Ans. This is just for two doors $3.00. I got the doors from Mr. Muir and where I paid for the doors on the house.

Int #34. The attorney for Plaintiff herewith files with the examiner a paper to be used at the hearing of this cause and marked Exhibit "D".

What is this paper.

Ans This is where I had a pump drove on the place so we could get water of $9.95 It is a receipt from Mr. Bradshaw. My pump cost me $33.00 I got the rest of the pipe from Mr. Stanley Adams of Marion but I didn't get any receipt from him.

Attorney for Plaintiff herewith offers as evidence to be used at the hearing of this cause, paper marked Exhibit "E" and is herewith filed with the Examiner.

Int #35. I present to you a paper marked Exhibit F. What is that/

Ans. Here is a receipt from Mr. Muir for shingles $24.00.

Attorney for Plaintiff herewith offers as evidence to be used at the hearing of this cause a paper marked Exhibit "F" and filed herewith with the Examiner.

Int #36. I present you with Exhibit "G" what is that?

Ans. Here is a bill from the A. B. Cochrane Co., $90.55 for lumber and materials for the house.

Attorney for Plaintiff herewith offers in evidence and filed with the Examiner a paper marked "Exhibit "G" to be used as evidence at the hearing of this cause.

Int #37. I present to you a paper marked Exhibit "H" what is that?

Ans. It is a receipt from Mr. Cox $8.08.

Attorney for Plaintiff offers in evidence and filed with the Examiner a paper to be used as evidence at the hearing of this cause and marked exhibit "H".

Int #38 What is this bill for.

Ans. For lumber which went into the house.

Int #39 I present to you Exhibit "I" what does that represent?

Ans. This is a receipt from Mr. A. P. Gray when Mr. Johnson left he owned him $30.00 Mr. Gray came to me several times telling me that Mr. Johnson hadn't paid him anything and told me If I would give him $15.00 cash he would give me a receipt in full.

Int $40 What was this work for?

Ans. For concrete blocks, underpinning for the house and barn.

Attorney for Plaintiff offers as evidence paper marked Exhibit "I" to be used at the hearing of this cause and filed herewith with the examiner.

Int #41. I offer to you paper marked Exhibit "J" What does this represent.

Ans. This is where I paid for lightning rods $115.00 from John D. Hereford.

Int #42 What were these lightning rods for.

Ans. To go on the house and barn.

Attorney for Plaintiff here files with the Examiner paper marked Exhibit "J" to be used as evidence at the hearing of this cause.

Int #43 I offer to you a paper marked Exhibit "K" What is that for?

Ans. I paid Mr. F. E. Gardner $33.26 for fire insurance on the house barn and furniture.

Exhibit "K" offered in evidence. Attorney Mr. Geo. H. Myers for defendant objects to the offering of this exhibit as evidence and the answer.

Int #44. Please state fully what is the paper?

Ans. It is a receipt where I paid for the fire insurance.

Objected to by Attorney for the defendant.

Int #46 I offer to you a paper marked exhibit "L" what is this paper?

Ans. This is a receipt where I bourht paint from the Carman & Carman Company to paint the house $26.00.

Attorney for Plaintiff files with the examiner a paper marked exhibit "L" to be used as evidence atthe hearing of this cause.

Int #46 I offer to you a paper marked exhibit "M" what is it?

Ans. This is where I paid the taxes in 1919. $11.72 on the property which I own.

Objected to by Mr. Myers for Defendants.

Attorney for Plaintiff files with the Examiner a paper marked exhibit "M" to be used at the hearing of this cause and filed herewith with the examiner.

Attorney for defendants objects to the offer of exhibit "M".

Int #47 I present to you a paper marked Exhibit "H" What is this paper.

Ans. This is for taxes of 1920 for our property in Lawsons District $10.40 to Mark White.

Answer objected to by Mr. Myers for defendants

Int #48 What is that paper marked exhibit "N"

Ans. It is a receipt for taxes. Attorney for def. objects to answer.

Attorney for Plaintiff herewith files with the Examiner a paper marked Exhibit "N" to be used as evidence at the hearing of this cause.

Attorney for defendant objects to the offering of Exhibit "N"

Int #49 I present to you exhibit marked "O" what is that paper?

Ans. It is a receipt for taxes on property in Lawsons District. for $8.40 paid June 15th 1921 to Mark White, Treas.

Defendant objects to the answer.

Int #50 Who owns the property of which you speak

Ans. Mr. Geo. Johnson , G. Russell Johnson, Hattie P. Tawes and Clinton Tawes, my daughter's husband and Carrie E. Johnson.

Attorney for Plaintiff offers as evidence a paper marked Exhibit "O" to be used as evidence at the hearing of this cause and filed with the Examiner

Attorney for Def. objects to the offering.

Int #51. I offer paper marked exhibit "P" what is this paper?

Ans. It is a receipt for taxes paid Oct. 31st 1922 $8.85 paid for Mark White by Carrie Johnson on the property in question in this case.

Attorney for Def. objects to the answer.

Attorney for Plaintiff offers a paper marked Exhibit "P" to be used as evidence in this cause and filed herewith with the Examiner.

Offering of exhibit "P" objected to by defendant.

Int "52 Where did you get the barn that was on the property?

Ans. The lumber was given to us andit was built there.

Int #53 Please state who gave you the lumber, and who built the barn?

gVOGE

Ans. Really I couldn't tell who built the barn because a great deal of the work was given to us by different men, some giving a days work and some giving a half days work. Mr. Nat Cox worked on it Mr. Theodore Cox work on it, Mr. Hubbard Bell, mu son Russell Johnson worked on it and Mr. Geo. Johnson and several others but I cant remember. The lumber was given to us by Mr. Billie Johnson Buregard Horsey, Mr. Hickman, Sid Ennis , Mrs. Johnson and Mr. Johnson got material from Mr. Will Hudson but that is not paid for $55.00 and some cents is owing for it.

Int #54. Who is Mr. Will Hudson.

Ans. He is my sisters's huband and Mr. Hudson told me if I never got able to pay for it it would be alright being I had to children to raise and other responsibility on me.

Int #55 Where did you get the money to pay for the taxes and for the improvements on the house and lot.

Ans. I reased strawberries, planted them and worked them and had them picked and sold them and paid these debts off.

Int #56. Where was Mr. Geo. Johnson during this time?

Ans. I don't know of his whereabouts.

Int #57. Was he at home or did he help to contribute to the upkeep of this property.

Ans. He was not at home and didn't give anything at all.

Int #58. When did he leave? Ans. He left me six years ago the 1st day of July.

Int #59. How old were your children at that time?

Ans. Russell Johnson is now 21 years last April. Hattie was 18 last November and I had a small child that was but eleven months old when he left me and he has never given that child one penny in its life.

Int #60 Have you paid any other sums of money for the improvements of the property in question for which you have no receipt

Ans. Yes sir.

Int #61 Can you recall any particular items?

Ans. Mr. Fred Tull made my doorsteps for $2.00 In 1920 I bought from Mr. Bradshaw $15.00 worth of paint. I painted the house with two coats, inside and varnish. I paid Mr. Will Horsey $3.00 for painting. I had the house plastered and it cost me $16.00 for two rooms. The plastering dropped off one room. I bought wall board $16.00 and it cost me $2.00 to have the wall boards put on. My mother gave me $6.00 for my front door. I bought two mantels one was $7.00 one $4.00 and I bought $8.00 of paint from Carman and Carman in addition to that shown on the bill to which I have already referred. I paid Mr. Reamy $5.00 for work. $1.00 for terpentine. I paid Mr. Reamy $15.00 for work and Mr. Reamy $16.00 for work. I bought $2.00 worth of varnish. I had a pantry put on and a porch built. I also paid $5.00 for ceiling. I gave Mr. Reamy $1.00 for painting. I had the barn white washed for $6.00. I bought two windows cost me $6.50 and Mr. Nat Cox put them in for me. I bought batten for the barn. I got Mr. Reamy to make out a bill and he said it would cost me $13.00 and some cents to have the barn battened and I bought $6.00 worth of batten. I had doors put on the barn, The hinges cost $1.30 and had the hen house shingled.

Int.#62. And who paid for all these things.

Ans. Carrie E. Johnson.

Int #63 Did your children G. Russell Johnson and Hattie P. Johnson who is now Hattie P. Tawes help in anynway to improve the premises in question and if so to what extent?

Ans. Yes sir they helped. I couldn't have done anything if it had not been for their help. Russell tended the land. and worked the berries and hauled the lumber for me and worked on it every day everybody else did. He helped single the house helped lath it helped paint it, He worked just as faithful as I did.

Int #64 Did he or not do any work on the barn?

Ans. He put all the batten on for me, and Mr. Nat Cox built the doors for me and a colored man white washed it.

Int # 65 Did you daughter Hattie assist in any way?

Ans. Yes sir, she helped lath she sawed all the laths for us. She tended to the baby and lathed while I was out in the field many times and every board she could hold or naril she did in helping to build the home.

Int $66. What is the present value of the barn? Ans. $200.00.

Int #67. What in your opinion is the present value of the house?

Ans. $1000.00 because I left it in good shape.

Int #68. What in your opinion is the present market value of the whole premises with improvements?

Ans. $2000.00.

Int #69. Please state whether or not in your opinion the property is susceptible of division among the parties entitled to interest without material injury or loss to them. By property I mean the premises in question. Ans. I do not.

Int #70. Please state your reason.

Ans. The house is on one part. The barn on the other and woods land and I don't think it could be equally divided up/

Int #7; Is this barn on the premises at present?

Ans. I don't think so.

Int #72. Who sawed the lumber that went into the barn and who paid for it?

Ans. Mr. Cox sawed some of the lumber and Mr. Johnson told me he was going to give him lumber enough to pay for the sawing, he had plenty of trees and he was going to pay for it in that way. Mr. Will Hudson did sawing for him andhe bought lumber from him and it is still owing for $55.00 and some cents.

Cross Examination by Mr. Geo. H. Myers for defendants.

Cross

#1 Who paid for the land mentioned in the Bill of complaint when it was originally purchased from Mrs. Bedsworth.

Ans. Mr. Geo. Johnson sold horses and taken the money and paid for the land and I worked out just as many dollars for these horses as I paid dollars on my home as I have told you. I was just as interested in his affairs as he was to get a home. I sold chickens to helpmpay for these horses. I sat at my machine and worked out money to help pay for these machines.

I picked tomatoes to help pay for the horses and I did washing to help pay for these horses. Anyway I could make an honest dollar I helped to pay for whatever we had and Mr. Johnson cannot deny this statement and I tell the truth and stand in the presence of God and say that I didn't help pay for the horses.

Int #2. Didn't Mr. Johnson borrowe the money from the Bank of Crisfield on a note which his Mother endorsed to pay Mrs. Bedsworth for the land?

Ans/ Yes, but he sold the horses and paid the note off.

Int #3. How long did you and your husband live together on this property before he left you as you state.

Ans. We moved there some time after Christmas, my child was born the third day of August and he left me the next July 1st.

Int #4. Do you know what year of Christmas you moved on the property?

Ans. 1917 I think I'm not sure I cant keep everything in my head

Int #5 When did Mr. Johnson sell the teams that you spoke of.

Ans. He sold some just before we moved there and just after we moved, the same year that we moved. I had a cow of my own that I picked strawberries and bought, He sold her to pay for the building of the home. $35.00 he told me he got for her, that was mine.

Int #6. After your husband left how long did you and your children continue to live on the property?

Ans. Four years and five months/

9VOGE

Int #7. And when you left your husband went back and lived there alone did he not?

Ans. I cant tell you where he lived. I have been told that he stayed there. I haven't been there since I left the place.

Int #8/ You spoke of some wall-boards , plastering, pump and some other things that you put on the property after he left. Did you and your children when you left the property tear up and take away or tear up and distroy any of these things that you nad put there.

Ans. No sir. I can speak that from the depth of my heart. The parlor was papered. I paid 85¢ a roll for the paper on it . There was not one break in it when I left, I paid 45¢ for the hall paper. there was not a spot on it I paid 35¢ a roll for the paper up stair for two rooms and it was as good as the day I put it on. It was all papered new that year. I paid 20¢ a roll for the kitchen paper it had been on for two months. There was not a break in it when I left and two closets paited. That is the truth from the depth of my heart witnessed before God and man.

Int #9. Why did you and your children leave the property?

Ans. I left it because they said Mr. Johnson had put a bill of sale on all things in my home to give to his lawyer because I had put in for a divorce. That is why I left it.

I had things in the house that I have receipts for that I just as I have receipts for the house.

Int #10. Didn't you take away all the furniture, practically everything in the house when you left.

Ans. Yes sir I tool away what was my own. What I had bought and paid for. When Mr. Johnson left me he sent and asked for his own and I sent it to him all but one trunk he never asked for. When I moved out I left his trunk in the house.

Int #11 Everything in the house then was yours except his trunk. Is that correct.

Ans. Yes sir.

Int #12 Didn't he have some furniture that his mother had given him?

Ans. If he had it he didn't have it in my house. What I have I have receipts for and when I was with him every piece of furniture that came in my home I worked it out with thses two hands. I stayed with him 23 years. He never bought me one piece of clothes a pair of shoes, nor a thing for the children, now one piece of furniture while he lived with me. He bought one set of chairs from Mr. Will Hall and I pealed tomatoes in Cox's factory and paid for them. The balance in that house pretty well I have receipts for and when he left me I didn't have dishes enought to set the table. I had no pans, no pots. I didn't have a water bucket or was basin to my name, That is the truth before God and I have living witnesses to prove these things, and not a mouth full did we have in that house. You can deceive people and can waht you please but there is one above that knows all things and I'm glad of that.

Int #13/ Did your husband have any cause for leaving you?

~~Ans~~ Objected to as irrelevant by Attorney for Plaintiff.

Ans. Not that I know of only for the love of other women. He slept in my own house with Rosie Gale night after night.

Int #14/ Were you in the house at the time?

Object to by Attorney for Plaintiff.

Ans. I was.

Int #15 Do you know of a man named Elwood Shehee?

Question objected to by Attorney for Plaintiff as irrelevant.

Ans. I do. Objected to.

Int #16. Did your relation with that man have anything to do with the trouble between you and your husband? Objected to by attorney for Plaintiff.

Ans. No sir, My husband had left me nearly four years before I ever met this man.

Int #17. Did your relations with that man have anything to do to continuing your separation with your husband. Objected to as irrelevant, as to both question and answer.

Ans. The first time I ever talked with Mr. Shehee was in June and my husband had then left me four years the first day of July.

Int #18. Do you know a man named E. L. Smith?

Ans. No I don't a man by the name of E. L. Smith?

Question and answer objected to as irrelevant.

Int #19. Look at this letter and state whether it is in your hand writing?

Objected to as irrelevant.

Ans. Yes it is in my hand writing. (same objection)

Int #20. To whom is the letter addressed?

Ans. I didn't look at that-- to E. L. Smith.

Question and answer objected to as irrelevant.

Int #21 Defendant offers the letter in evidence and asks that the Examiner identify that it is defendants exhibit No. 1.

Counsel for Plaintiff objects to the admission of the letter marked defendants Exhibit No. 1 as irrelevant.

Int #22. Look at this letter and state whether or not that is in your hand writing and to whom it was written.

Ans. Yes sir it is and it is written to a friend, that is all I see here.

(Object to as noted above by counsel for Plaintiff)

Int #23. Can you tell us the name of the friend?

Ans. I think it wa Mr. Elwood Shehee?

(both answer and question objected to as above written)

Defendant offers a letter in evidence identified as defendants exhibit No. 2 and filed with the examiner.

(Plaintiff Counsel objects to the admission as evidence of defendants Exhibit marked No. 2 as immaterial, irrevelant and not being a issue of this cause)

Int #24. Look at the two post cards shown you and state whether or not the writing thereon is your hand writing?

Ans. Yes. These were sent to me in a letter, I wrote on them and sent them back.

If Mr. Johnson had been home and in his place providing for me and the children I would not have been writing letters to some other man, but what objection has he when he left me nearly four years.

(Question and answer objected to as irrevalent)

Int #25. Defendant offers the two post cars in evidence indentified respectively as defendants exhibits numbered 3 and 4.

Plaintiffs counsel objects to the introduction of defendants exhibits respectively numbered 3 and 4 as evidence in this cause because theybare irrelevent and immaterisl, and not proper questions and answers to the witnesses's testimony in chief. Plaintiff's solicitor also objects to an additional reason why interrogatories commencing as number 13 and answers thereto down to the present interrogatory because theybare not proper questions on cross examination.

Int #26. When you and your children left the property mentioned in the bill of complaint did you cut down and destroy any fruit trees or other trees around the yard or premises?

Ans. No sir. The trees that was there I planted and brought water from Billy Johnson's and Mno. Horsey's two summers and watered the trees in dry times. I planted them because I wanted the fruit When I left I left with the expectation of going back. I went to Baltimore to put in to get my divorce. I was sent for before I made money enough to pay for it.

Int #27. Did you leave the pump on the property when you left?

Ans. I did.

Int #28 Toilet.

Ans. No sir I built that and moved it away. I bought the material for it, I bought the lumber Chas Johnson and my son Russell built it and when I moved I sold it for $10.00 just what it cost me.

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Int #29. I thought you said you intendedto come back when you left? Ans I did.

Int #30. Who made that entry in the bible which you produced about the birth of your son Russell Johnson. Ans I did.

Int #31. The entry shows that something has been erased and the present entry written over erasure. Can you tell us what was there before the erasure was made?

Ans. It has never been erased. If I made any mistake I did it at the time of the writing when he was a baby. Don't you really think I ought to know the date of the firth of my own child that I suffered and brought in the world, if the isn't proof enough I will get living witnesses.

Int # 32 Who was the Dovtor who attended you at the birth of your son, Russell Johnson.

Ans. Dr. Fred Adams.

Re-direct examination by counsel for Plaintiff.

Int #1. Mrs Johnson I understood you to say that your husband bought the real estate in question and that the purchase price was paid in the form of a note discounted at the bank and that the note was paid off by the sale of horses that you helped to buy. Is that correct?

Ans. Yes sir.

Int #2. I also understood you to say in answer to a question of the Solicitor for the Defendant. that if there was any mark or evidence of an erasure in your family bible it was done at the time that you made the entry recording the date of the Brith of your son Russell and that no erasure, if any has been made since that time. Is that correct?

Ans. Yes sir it is.

Court Question.

Ans. Nothing else that I know of.

Carrie E. Johnson.

F. Douglass Sears. Witness.

The taking of testimony resumed as per agreement between Counsel at 10.30 A. M. August 29th, 1924.

Mrs. Hattie P. Tawes, a witness of lawful age, produced on the part of the Plaintiff, being first duly sworn deposes and says:

Int #1. State your name, age, resident and occupation.

Ans. My name is Hattie P. Tawes. I am 18 years of age, I live in Crisfield, Somerset County, Md. and I am a housewife.

Int #2. Are you acquainted with the parties to this suit, and if so how long have you known them and where do they reside?

Ans. Yes my Mother, Carrie E. Johnson resides in Crisfield Md., Mr. Geo. Johnson I don't know where he resides. G. Russell Johnson is my brother and lives in Lawsonia, and stays with my Mother part of the time. Clinton Tawes is my husband and lives in Crisfield, Md., I have known all of these people ever since I can remember, with the exception of my husband whom I have known about two years.

Int #3. Do you own any real estate, and if so where is it located?

Ans. Yes sir and it is located in Lawsons District.

Int #4. Is this deed marked Exhibit "A" the deed you got for the property? Ans. Yes Sir.

Int #5. Do you recall the condition of the propert at the time of the purchase, and if so what was it?

Ans. When it was bought it was just a piece of land bought from Mr. Bedsworth.

Int #6. Are there or have there been any buildings on the premises since the purchase of the land? If so what are they?

Ans. Yes there has been a house a barn and a hen house.

Int #7. How did the house get there? Ans. Part of it was moved there.

Int #9. Where did you get it? Ans. From Mr. John Bedsworth

Int #9. What was the condition of the house at the time of the purchase?

Ans. I dont remember much about the house only I know it was a berry house where the pickers of Mr. John Bedsworth stayed.

Int #10. What was its size? Ans. It was one room down and no up stairs.

Int #11. Have there been any improvements made to the house since the purchase and if so to what extent and by whom?

Ans. It has been built on to. There have been two rooms put on a porch and apantry, all lathed and plastered and Mother, Carrie E. Johnson, my brother, G. Russell Johnson and myself helped pay for it.

Int #12 Where did you get the money to pay for these improvements.

Ans. We raised berries.

Int #13. Did Mr. Geo. A. Johnson contribute toward the upkeep or improvements of this building at any time since the purchase and if so to what extent?

Ans. If he did in the first part of the purchase I don't know but in last years when most of the improvements were put on it he did not.

Int #14. By last years what do you mean.

Ans. In the last six years. Int #15 Has Mr. Johnson lived on the premises since the purchase and if so how long?

Ans. About a year and a half or two years.

Int #16 Where did he go when he left. And how long did he stay away.

Ans. I dont know where he went. I don't know how long he stayed away.

Int #17. Where is Mr. Johnson living now. Ans. I do not know.

Int #18. Please state in detail to what extent your Mother, Mrs Carrie E. Johnson improved the premises?

Ans. She had the porch and pantry put on. Front room lathed and plastered and upstairs. She had two mantels put in. She had the house painted inside and out. She had it papered all over inside She had some new weather boarding put on. She bought two new windows, two doors./Ans.No one penny.

Int#18.Did Mr. GeoasA. Johnson pay or help to pay for any of these improvements just stated?

Int #19. What if anything did you and Russell Johnson do with respect to improving the premises?

Ans. I sawed the lathes and helped put them on My brother hauled all the lumber. We done everything we could .

Int #20. Are there any other buildings on the premises or have there been any other buildings on the premises?

Ans. a barn.

Int # 21 Is the barn still on the premises?

Ans. I understand it has been moved.

Int #22 Do you know whoomoved this barn? If so who moved it and to what place was it moved?

Ans. I dont know who moved it but Mr. Johnson had it moved? It was moved on the piece of land adjoining.

Int #23. Do you know who built the barn and if so who did?

Ans. Different ones would come and give us days work on it.

Int #24. Who paid for the building of the barn if anybody.

Ans. The trees were give to us and Mr. John Cox and Uncle Will Hudson sawed it.

Int #25. Is the barn painted? Ans. It is white washed.

Int #26. Who paid for having the white washing done? Ans. Carrie E. Johnson.

Int #27. Have there been any other improvements to the barn made since the building and if so who paid for these improvements?

Ans. Carrie E. Johnson had it battened.

Int #28 Who built the barn. Ans. Different ones would come and give days work on it.

Int #29. Did anybody pay these men to your knowledge?

Ans. No they must came and gave a days work to help us out.

Int #30. Do you know the age of G. Russell Johnson and if so what is it?

Ans. Yes sir he is 21 years old last April.

Int #31 How do you know this.

Ans. It is written in the family bible.

9VOGE

Int #32. When did you first see the family bible?

Ans. Ever since I have been large enough to remember.

Int #33 I am handing you the book marked Exhibit "B" Is this the bible? Ans. Yes sir.

Int #34. Do you see the entry there relating to G. Russell Johnson? if so read it?

Ans. Yes sir. "George Russell Johnson son of C. A and G. E. Johnson, was born April 8th, 1903"

Int# 35 When did you first see that entry? Ans. Ever since I have been big enough to read.

Int #36. Has that entry been altered or changed in any respect since you first saw it?

Ans. It has not.

Int #37 What interest have you in this property mentioned in the bill of complaint?

Ans. One fourth.

Int #38. Please state whether or not in your opinion the property mentioned in the bill of complaint is susceptible of partition without material loss or injury to the parties of interest therein.

Ans. It could not.

Int #40. Why in your opinion is this so? Ans. One would get more than the other one.

Int #41. In your opinion what is the value of the premises mentioned in the bill of complaint with the improvements thereon. Ans. $2000.00.

Int #42. What in your opinion is the value of the house alone. Ans. About $900.00.

Int #43. What in your opinion is the present value of the barn? Ans. $200.00.

Int #44. Who owns the other three sfourths interest in the property mentioned in the bill of complaint

Ans. Geo. A. Johnson, Carrie E. Johnson,Geo. Russell Johnson.

Int #46. What interest does each one have?

Ans. A fourth.

CROSS EXAMINATION BY GEO. H. MYERS.

Int #1. How old were you when you moved on the property described in the bill of complaint?

Ans. About 11 years old.

Int #2. Did you go to school that winter? Ans. Yes sir.

Int #3. What school did you attend and what grade were you in?

Ans. Mariners school and the grade I just dant remember.

Int #4 Who was your teacher?

Ans. Mr. Elmont Bedsworth.

Int #5. Did you brother Russell attend the same school at that time?

Ans. No he wasn't attending school at that present time.

Int #6. Did you ever go to school with your brother Russell and if so where?

Ans. I started to school with him a lots. My father would stop him on his way and make him come back and to to work.

Int # 7 Do you mean to say what you never went to school anywhere with your brother Russell?

Ans. When I first atarted school at Westover and Jamestown School I went with him.

Int #8. When you last went to school with Russel in what grade were each of you?

Ans. Fourth.

Int #9 How much older is Russell than you? Ans. Nearly three years.

Int $10 In answer to Mr. Robins question you stated that you and your mother and your brother Russell paid for certain improvements on the house which you described. How much did you youself pau on account of these improvements?

Ans. I wasn't anything but a kid and I couldn't make much cash money but I helped my Mother with the berries.

Int #11 And your Mother paid the money. Is that what you mean. Ans Yes sir.

Int "12. Was the barn built before or after your father left home? Ans. It was built before.

Int #13. How much of the barn was battened? Ans. About half of it I think.

Int #14. When did you first notice that the entry of Russel's birth in the bible appeared to have been scratehed out and written over?

Ans. It has always been just as you see it.

Int #15. Did you ever notice that it appears to have been erased and written over?

Ans. Yes sir.

Int #16. Where do you get your ideas of the value of the property involved in this case?

Ans. Well that is what Mr. Johnson was holding it for sometime ago.

Int #17 Is that your only information upon which you based your value?

Ans. No. Mother spent about $1000.00 on the place since my father left.

Int #18. What for.

Ans. For the porch and pantry, the paint, lathing and plastering. The wall boarding, for the pump and what she done to the barn and the work for what was being done.

Re direct Examination by Mr. Robins.

R.D. Int #1 Mrs. Tawes you have stated as an answer to one of Mr. Myers questions that you were about 11 years old whdn you first moved on the premises. How old were you when your father Geo. A. Johnson first left you? Ans. I was either in my 13 or 13 out.

Int #2. And when were most of these improvements of which you have spoken made by your mother, Mrs. Carrie E. Johnson? Ans. After my father left.

Court Question . Ans. No/

Mrs. Hattie P. Tawes.

F. Douglass Sears, Witness/

G. Russell Johnson, a witness of lawful age, produced on the part of the Plaintiff, being first duly sworn deposes and says:

Int #1 Please state your name, age, resident and occupation?

Ans. Russell Johnson 21 years. I live in Lawsonia, Dairy.

Int #2. Please tell the examiner in the best way you can how you arrive at your age?

Ans. Well that is what I have always been taught. I was born in 1903 April 8th.

Int #3. Do you know Carrie E. Johnson, Geo, Johnson. Mrs. Hattie P. Tawes and Clinton Tawes?

Ans. Yes.

Int #4. Where do these people reside?

Ans. Carrie E. Johnson in Crisfield, and Hattie Tawes, in Crisfield and Mr. Johnson he resides a anywhere he can. Clinton Tawes in Crisfield.

Int #5. How long haveyou known these people?

Ans. Well I have been knowing my Mother ever since I can remember. My father the same. My sister too . Mr. Tawes I have been knowing him about a year.

Int #6. Do you own any real estate and if so where is it located and described it briefly?

Ans. Yes sir, it is in Lawsons District. It has a house and a barn on it and a hen house.

Int #7. If you know please state the number of acres?

Ans. About six acres. There is about six acres of tilable land.

Int #8 Describe the condition of this real estate regards the improvements thereon at the time of the purchase?

Ans. There wasn't any house on the land when it was purchased.

Int #9. Please state what improvements have since been made to the property if any?

Ans. There has been a house moved on it-- a one story house.

Int #10. Have any other buildings beside the house been erected on the property since the purchase of the real estate?

Ans. A barn and hen house.

Int #11. Do you know where the house was moved from and by whom.

Ans. It was moved over of Mr. John Bedsworth place by Geo. Bell Sid Bell, Sid Ennis.

Int #12. Do you know who purchased the dwelling and the purchase price. If so state.

Ans. Mr. Johnson had it done. I fo not know how much he paid for it.

Int #13. Describe the condition of the house at the time of the purchase.

Ans. It was aa story and a half house and wasn't in very good condition.

In

9VOGE

Int # 14. Describe the condition of the house at the present time stating what improvements if any have been made to the house and by whom made?

Ans. It has been rebuilt on to. Well I don't know just how it is at present because I havenIt been there for two years.

Int #15. I am repeating the question as of the date when you last saw the property?

Ans. Well I saw it about a week ago--- I was by there.

Int #16. Now Mr. Johnson please state in detail what you know as to the improvements if any that have been made to the dwelling since it was purchased by your father down to the present time.

Ans. Yes there have been improvements put on it.

Int #17. How many rooms are there on the home?

Ans. Four.

Int # 18. How many rooms were there in the house when it was purchased? Ans. one and one half.

Int$19. Do you know who built the additional rooms.

Ans. I do not know about when they had it rebuilt on there sho did. I know they done it but I dont know about how it was.

Int #20. How long after the property was purchased before your father left.

Ans. About two years I should judge.

Int #21 Do you know when these additional rooms were constructed? Ans Yes.

Int #22. Please state whether or not it was during the time your father was away?

Ans. The rooms were on there before he left, but they were neither lathed or plastered.

Int #23. Do you know who paid for these improvements, these additional rooms and additions?

Ans. Yes my Mother Carrie E. Johnson.

Int #24. Do you know where your Mother got the money with which to pay for these improvements?

Ans. Yes sir, out of strawberries.

Int #25. Is there a porch to the dwelling? Ans Yes.

Int #26. When was this porch erected . Ans. About two years ago.

Int #27. If you know please state who paid for the porch. Ans. My Mother Carrie E. Johnson.

Int #28. Please state if you have contributed anything either in money or labot to the improvement of the dwelling?

Ans. Yes sir I planted the berries and worked them.

Int #29. Did you do any work on the house. Ans. Yes.

Int #30. Please describe just what work you did?

Ans. I weather-boarded it, lathed, shingled and when the two rooms was plastered I carried the mortar.

Int #31 Where did the lumber and material come from?

Ans. The trees was give us, the lumber

Int #32. Is there a pantry to the home if so when was it built and who paid for it?

Ans. Yes about two years ago. My Mother Carrie E. Johnson paid for it.

Int #33. What work if any have you done on the farm since you have been living there?

Counsel for the defendant entered Objection to the above Question.

Ans,I did all the work on the farm, as tending the crops that was on it.

Int #34. When was the barn built? Ans. The same time the house was

Int #35. Where did you get the lumber and who paid for it.

Ans. Well, the barn I just dont know about that. All I know is the just one end is battenedm the Northern end, and doors put on it.

Int $36. What work if any did you do to the Barn?

Ans. Well Ihelped shingle and I put the battens on myself.

Int #37. What do you consider the value of the land owned by you and the other parties in this cause?

Ans. Well I just dont know what to say about the land.

Int #38. If you know what do you consider the value of the home and varn?

Ans. I Judge about $1000.00 the house and barn.

Int #39. How much of this $1000.00 would you say the house was worth and how much the barn is worth

Ans. I judge the house about $800.00 and barn about $200.00.

Int #40. What is your interest in this property. Ans. One fourth

Int #41. Please state who owns the other three fourths?

Ans. Carrie E. Johnson , Geo. A. Johnson and Hattie Tawes.

Int #42. State whether or not in your opinion the real estate in question is susceptible of partition or division among the parties legally entitled to interest therein without material loss or injury to them?

Ans. No.

Int #43. What is the reason for your answer Mr. Johnson?

Ans. Well one would get more than the other.

Int # 44. When did you discontinue going to school?

Ans. Well I haven't been to school any for about 7 years.

Int #45. What grade were you in when you stopped?

Ans. Fifth.

Int #46. How did you stop?

Ans. Well the first two years my father kept me to wotk. The after he left I had to work to help my Mother out.

Int $47. Do you know whether or not your mother has a family bible containing the entries of the dates of the birth of her children. Ans. Yes.

Int $48 Please state when you first notice the entry of your birth in this bible.

Ans. I guess I was about six or seven years old.

Int #49 To the best of your knowledge and belief has the entry of the date of your birth been changed or altered since you first noticed the entry and realized its purport?

Ans. No it hasn't been changed.

Int #80 Please state if your father has made any provision for you or contributed to your support or maintenance since he left home until you attained the age of 21 years.

Objected to as leading by Counsel for the Defendant.

Ans No he hasn't.

Int #51 If you know state if has contributed anything to the support and maintenance of your sister during that period.

Ans. No.

CROSS EXAMINATION BY GOE. H. MYERS.

Int #1. Didn't your Mother get food forthe family after your father left home, at Mr. Jack Parsons atore for which your father paid?

Ans. Yes, got some out there three times I think it was and Mr. Parsons said he wasn't going to let us have any more unless we paid for it. And that was gotten then isn't paid for yet. I was taking with Mr. Parsons two weeks ago.

Int #2. Now when this story and a half building that was purchased from Mr. Bedsworth was moved on the land whichwas deeded to you and others what was the first thing in the way of improvement that was done to it?

Ans. The first thing the half story was raised up and then there was two rooms built on to it.

Int #3. All that was done before your father left home?

Ans. Yes.

Int #4. Was the roof complete on all of it and the weather boarding completed on all of it before he left home?

Ans. On the two new rooms that was built was, but we put some shingles on the old part and weather boarding when we painted it.

Int #5. The old part didn't have a roof put on it-- did it?

Ans. No it was just patched up.

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Int #6. And after your father left you and your Mother patched that old roof and patched some of the old weather-boarding before you painted it. Is that what you mean. Ans. Yes.

Int #7. Now I understood you to say that the two new rooms were neither lathed or plastered at the time your father left home? Is that right? Ans. Yes.

Int #8 How about the room that was made by raising the roof of the old part?

Ans. They were completed all put papering and painting.

Int #9. What time of the year did you father leave home.

Ans. Well I dont know exactly but about August I should judge.

Int #10. Wasnt it in the winter time? Ans. No sir.

Int #11. Do you know what year it was?

Ans. No I dont know exactly what year but it has been about six years.

Int #12. Did you have a strawberry crop on the place that was harvested the spring after he left?

Ans. Yes.

Int #13. Who sold those berries? Ans. My Mother.

Int #14. Is that where she got some of this money to put improvements on the house you mentioned?

Ans. WellWell she didn't take that to put improvements on the house but she took it to pay off the debts to keep the place from being sold,

Int #15. Do you know who she paid with the money that was gotten from the first strawberry crop sold after your father left?

Ans. No I don't just exactly know but she got receipts from every one.

Int #16. Do you mean those receipt which she offered in evidence here last Friday. Ans. Yes.

Int #17. Was the barn constructed before or after your father left home?

Ans. Before.

Re-Direct examination by Mr. Jno. B. Robins.

Int #1. Did you or your Mother or your sister help on the farm in the planting, cultivating and picking of the strawberry crop to which reference has just been made following the year your father left. Objection by Atty. Myers as Leading.

Ans. Yes you couldn't see the berry plants when he left for grass.

Int #2. Please state who planted the strawberries. The first crop on the land in question.

Ans. Well he interceded to it and Uncle Billy and myself planted them.

Int #3. Please state what was the condition of the berry patch the spring after your father left home? Ans. I dont know what you mean.

Int #4. You have stated in response to a question by the solicitor for the defendant Mr. Geo. Johnson that your Mother paid off bills to save the property from being sold from the proceeds of the berry crop. What was the condition of this field of berries the spring following the departure of your father as regards, weeds, grass and similar things?

Ans. It was still full of weeks the next spring-- that come up that fall.

Int #5. Who cleared these weeks from the berry vines that spring?

Ans. My Mother and I.

Re Cross Examination.

Int #1. Tou say your father left in August?

Ans. Yes.

Int #2. And you didn't clean out the berry patch until the following spring. Is that right?

Ans. No we cleaned it out that fall once.

Int #3. And then it was full of weeds again the following spring?

Ans. There was dog fennel and winter crest in therethe following spring. And that fall there was crab grass.

Court Question. Ans. No.

G. Russell Johnson.

F. Douglass Sears, Witness.

The balance of the Testimony in this case applies to the distribution of the proceeds and not to prove the allegations of the Bill.

And thereafter to wit on the 2nd December 1924. the Circuit Court here passed the following decree in the premises, to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
Geprge A. Johnson et al.	)	For Somerset County
		Maryland.
		In Equity.

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 24th day of November, 1924, by the Circuit Court for Somerset County, Maryland, sitting in Equity adjudged ordered and decreed that the property mentioned in these proceedings be sold, and that Stanley G. Robins be and he is hereby appointed Trustee to make said sale; 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 exectued by himself and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Fifteen Hundred dollars if the surety thereon is a corporate surety, and in the penalty of Three Thousand dollars if the sureties thereon are personal sureties, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make sale after having been given at least three weeks public by advertisement inserted in some weekly newspaper published in Somerset County of the time place and terms of sale which terms shall be as follows: Cash: and as sonn as may be convenient after such sale or sales the Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale and upon obtaining the Court's ratification of the sale and upon payment of the whole purchase price, and not before the said Trustee shall by a good and suffidient deed to be executed, acknowledged and recorded according to law, sonvey to the purchaser or purchasers, his her or their heirs the property and estate to him her, or them sold free, clear and discharged from all claims of the parties hereto. plaintiff and defendant, and those claiming by, from or under them or any of them; and the said Trustee shall bring into this Court the money arising from said sale 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.

Robert F. Duer. Judge.

And thereupon the said Stanley G. Robins Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents: That we Stanley E. Robins of Crisfield, Maryland, as principal of Crisfield, Maryland and the United States Fidelity and Guaranty Company, a corporatio of the State of Maryland, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred 00/100 dollars ($1500.00) 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 fifteenth day of December in the year of our Lord One Thousand nine hundred and twenty four .

Whereas the above bounden Stanley G. Robins by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset Co. Md., has been appointed trustee to sell certain real estate in Somerset County, Maryland mentionedin the proceedings in the case of No. 3719 Chancery Carrie E. Johnson Vs. George A. Johnson et al., now pending in said Court.

Now the Condition of the above obligation is such that if the above bounden Stanley G. Robins

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.

Attest Stanley G. Robins (SEAL).

Mary J. Sterling. United States Fidelity and Guaranty Company.

Corporate seal.

Attest: By F. Douglass Sears, Attorney in fact.

Mary J. Sterling. John B. Robins. Attorney in fact.

Which said bond was thus thereon endorsed.

Bond Approved W. Jerome Sterling. Clerk.

And thereupon on the 15th day of January 1925 the said trustee exhibited and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland.
		In Equity.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity.

The report of Stanley G. Robins, Trustee under the decree in the above cause to sell theseal estate therein decreed to be sold, respectfully represents.

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in him by said decree and after having given three weeks previous of the time, place, manner and terms of sale, by advertisement in The Crisfield, Times, a w weekly newspaper printed in Somerset County, Maryland, he did, in pursuance of said notice, attend at the Post-Office door in Crisfield, Somerset County, Maryland on Saturday the tenth day of January, nineteen hundred and twenty five at the hour of two O'clock P. M. and then and there proceeded to sell the said real estate at public auction as follows:

He offered all that lot or parcel of land situate, lying and being in Lawson's District, Somerset County, State of Maryland, lying on both sides of the county road leading from Cash Corner to St. Paul's Church, adjoining the land owned or formerly owned by George T. Hickman on the east and the land owned or formerly owned by Robert P. Whittington on the south and the land owned or formerly owned by John T. Horsey on the west, containing six acres more or less, and being the same land that was conveyed to George A. Johnson, Carrie E. Johnson, Hattie Pauline Johnson, and George Russell Johnson, by deed from Daisy E. Bedsworth and John T. Bedsworth, her husband dated January 26th 1917, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. NO.71 folio 569 et cetra, and sold the same to W. L. Whittington , he being then and there the highest bidder therefor at and for the sum of $800.00. and the said purchaser has complied with the terms of sale by paying cash.

And your Trustee brings into Court the money arising on said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

Stanley G. Robins, Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 14th day of January nineteen hundred and twenty five, before me the subscriber a Notary Public in and for the State and county aforesaid, personally appeared Stanley G. Robins, the Trustee named in the foregoing report of salem andmade oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

F. Douglass Sears, Notary Public.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

Carrie E. Johnson	)	No. 3719 Chancery
Vs.	)	In the Circuit Court
George A. Johnson et al.	)	For Somerset County
		Maryland
		In Equity.

Ordered by the subscriber , Clerk of the Circuit Court for Somerset County, Maryland in Equity this 15 day of January, nineteen hundred and twenty five, that the report of Stanley G. Robins, Trustee mentionedin the above cause and the sale of real state by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 16th day of February nineteen hndred and twenty five, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 16th day of February, nineteen hundred and twenty five. The report states the amount of sale to be $800.00.

W. Jerome Sterling, Clerk.

And now on this day to wit on the 17th day of February 1925. comes again into Court here the said complainant by his solicitor aforesaid and on mortion of the said complainant by her solicitor aforesaid the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown. it is this 17th day of February nineteen hundred and twenty five. ordered by the Circuit Court for Somerset County, Maryland, in Equity that the report of Stanley G. Robins, Trustee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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State of Maryland Somerset County to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County, on the first Monday in March in the year of our Lord one thousand nine hundred and twenty five.

Were present: Hon. John R. Pattison Chief Judge
Hon. Joseph L. Bailey Asso. Judge.
Hon. Robert F. Duer Asso Judge.

Luther Daugherty, Sheriff W. Jerome Sterling, Clerk.

In the record of proceedings of said court among others were the following to wit:

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Be it remembered that herefofore to wit on the 21st January 1925 a certain Peoples Bank of Somerset County by its solicitor L. Creston Beauchamp exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to the said Peoples Bank by a certain Zadoc H. Phoebus and wife of said County and State which said mortgage is in the words following:

THIS MORTGAGE, made this 20th day of October in the year nineteen hundred and nineteen by Zadoc H. Phoebus and Mary R. Phoebus his wife of Somerset County in the state of Maryland, Witnesseth:

Whereas the said Zadoc H. Phoebus and Mary R. Phoebus his wife are justly and bona fide indebted unto the Peoples Bank of Somerset County a body corporate of the state of Maryland, in the full and just sum of Thirty five hundred dollars ($3500.00) for money this day loaned to the said Zadoc H. Phoebus and Mary R. Phoebus as evidenced by thebill obligatory of the said Zadoc H. Phoebus and Mary R. Phoebus for said sum of thirty five hundred dollars dated evenly herewith and payable to the said Peoples Bank of Somerset County, a body corporate as aforesaid two years after date with interest from date payable semi-annually from date and for the purpose of better securing the payment of said sum of thirty five hundred dollars with interest as aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth that for andin consideration of the premises the said Zadoc H. Phoebus and Mary R. Phoebus his wife do hereby grant and convey unto the said Peoples Bank of Spmerset County a body corporate as aforesaid its successors and assigns all those lots or parcels of land situate lying and being in St. Peters Election District in Somerset County, Maryland whichwere conveyed to the said Zadoc H. Phoebus and Mary R. Phoebus his wife by James H. Stewart and Lelah J. Stewart his wife by deed dated the 5th day of September 1919, and recorded among the landrecords of said Somerset County in Liber W.J.S. NO. 79 folio 32etc., the land hereby conveyed containing 82¼ acres of land more or less, and being situate at the junction of Manokin River and Goose Creek, and being also all and the same land which was conveyed to James H. Stewart by Edward N. Croswell and others by deed dated the 22nd day of November, and recorded among said land records.

To all of which said deeds and the description and references therein contained, special reference is here made for full and accurate description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto thesaid Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor ane effect of the said bill,obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall posses the aforesaid property upon paying in the meantime, all taxes and assessments public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges , mortgage debt and interest aforesaid the said Zadoc H. Phoebus and Mary R. Phoebus his wife the within named mortgagors. do hereby covenant to pay when leagally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee its successors or assigns by L. Creston Beauchamp its or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs or assigns; and which sale shall be made in the manner following viz: upon giving twenty days notice of the time,place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale and of said property, under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said mortgagee its successors and assigns under this mortgage whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted and all expenses incident to said advertisement including a reasonable Attorney's fees and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid, and in the event that said property shall be sold under thepowers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least two thousand dollars and to cause the policy to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagee its successors and assigns to the extend of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whenever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the day of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test: Z. H. Phoebus (SEAL).

Beulah P. Croswell/ Mary R. Phoebus (SEAL).

State of Maryland. Somerset County to wit:

I hereby certify that on this 20th day of October in the year nineteen hundred and nineteen before

before me the subscriber a Notary Public of the state of Maryland in and for Somerset County, aforesaid personally appeared Zadoc H. Phoseus and Mary R. Phoebus his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Omar J. Croswell cashier of the Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth. and that he the said Omar J. Croswell is the cashier and agent of the said Peoples Bank of Somerset County, the mortgagee herein named and is authorized to make this affidavit.

In testimony whereof I hereunto subscribe my name and affix my Notarial seal the day and year aforesaid/

Seal of Notary. Joseph A. Croswell , Notary Public.

Received for record 29th November 1919 andrecorded in Liber W.J.S. NO. 76 folio 276&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received The Peoples Bank of Somerset County , a corporation hereby assigns the within and foregoing mortgage to John B. Fleming of Somerset County Maryland,

Witness the hand of Henry J. Waters, President of the said Peoples Bank of Somerset County a corporation and the corporate seal of the said Bank. this 12th day of January, 1924.

Test: Corporate Seal. Henry J. Waters,
O, J. Croswell. Cashier. President of the Peoples Bank of Somerset County a corporation.

Filed for record Jan 12, 1924 and recorded in Liber W.J.S. NO. 76 folio 276.

Test: W. Jerome Sterling, Clerk.

And thereupon the said L. Creston Beauchamp, Trustee as aforesaid filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS: That we L. Creston Beauchamp of Princess Anne, Md., and the Maryland Casualty Company a body corporate duly authorized by its charter to become sole surety on bonds, are held andfirmly bound unto the State of Maryland, in the full andjust sum of Seven Thousand and oo/100 ($7000.00) 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 19th day of January in the year of our Lord nineteen hundred and twenty five.

Whereas the above bounden L. Creston Beauchamp by virtue of the power contained in a mortgage from Zadoc H. Phoebus and wife to Peoples Bank of Somerset County assigned to John B. Fleming is about to sell the premises described in said mortgage , default having occurred in the condition thereof Now the condition of the above obligation is such that if theabove bounden L. Creston Beauchamp do and shall well and faithfully perform all 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 L. Creston Beauchamp (SEAL).
in the presence of: Corporate Seal. Maryland Casualty Company,
Per Edmund Bond
Attest: L. C. Reynolds, Assistant Secretary. Vice President.

Which said bond was thereon endorsed/

Bond Approved, W. Jerome Sterling, Clerk.

And thereafter to wit on the 11th February 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

L. Creston Beauchamp, Ex Parte trust	)	No. 3772 Chancery
created by mortgage from Zadoc H. Phoebus	)	In the Circuit Court
and wife to Peoples Bank of Somerset	)	For Somerset County
County, assigned to John B. Fleming.	)	Maryland.

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, In Equity:

The report of sale of L. Creston Beauchamp, attorney named in a certain mortgage from Zadoc H. Phoebus and Mary R. Phoebus his wife to the Peoples Bank of Somerset County, dated the 20th day of October, 1919, recorded among the land records of said Somerset County in Liber W.J.S. NO. 76 folio 276, assigned by said Peoples Bank to John B. Fleming, by assignment dated the 12th of January, 1924, duly recorded among said land records under and by virtue of a power of sale therein contained default having been made in the payment of the money secured by said mortgage, whereby the said mortgage debt became due and demandable, respectfully represents unto Your Honors that after giving bond with security approved by the Clerk of this Court for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald", a weekly newspaper published in Somerset County Maryland, once a week for three successive weeks before the day of sale, and by notice posted at the Court house door in said county he did pursuant to said notice, attend at the Court House door, in Princess Anne, Somerset County, Maryland, on the 10th day of February 1925, at two O'clock P. M. and then andthere proceed to sell the following described property, conveyed by said mortgage: All those tracts or parcels of land situate lying andbeing in St. Peter's Election District, Somerset County, Maryland situate at the junction of Manokin River and Goose Creek, containing 82¼ acres more or less; being the same and all the land which was conveyed to Zadoc H. Phoebus and Mary Phoebus by James H. Stewart and Lilah J. Stewart by deed dated the 5th day of September 1919, recorded among the land records of said Somerset County in Liber W.J.S. NO. 79 folio 32 improved by a large dewlling and modern conveniences and all necessary outbuildings, and sold the same to William Quimby, he being the highest bidder therefor at and for the sum of sixty three hundred and twenty five dollars ($6325.) and the purchaser has complied with the term of saleto the satisfaction of the trustee.

And the trustee prays a ratification of of his proceedings in the premises.

All of which is respectfully submitted.

L. Creston Beauchamp,
Attorney named in mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 11th day of February 1925, before me Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the attorney named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

L. Creston Beauchamp exparte, trust	)	)	No. 3772 Chancery
created by mortgage from Zadoc H. Phoebus	)	)	In the Circuit Court
and wife to the Peoples Bank of Somerset	)	)	For Somerset County
County, assigned to John B. Fleming.	)	)	Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity this 11th day of February 1925, that the report of L. Creston Beauchamp attorney mentioned in the foregoing report of sale and the sale of realestate by him reported therein, be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed on or before the 11th day of March 1925, provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three xuccessive weeks before the 11th day of

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March, 1925. The report states the amount of sale to be $6325.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 12th day of March 1925 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

L. Creston Beauchamp, Ex Parte.) In the Circuit Court

) For Somerset County, Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 12th day of March, 1925, ordered by the Circuit Court for Somerset County, Maryland in Equity that the within reportnof L. Creston Beauchamp, attorney and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the sameis accordingly done.

Per: W. Jerome Sterling ,Clerk.

Be it remembered that heretofore to witnon the 16th February 1925 a certain Conrad Lindeman of Somerset County Maryland by H. Fillmore Lankford his solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Conrad Lindeman from Henry J. Bayly and wife of said county and state, which said mortgage is in the words following to wit:

THIS MORTGAGE, made this eighteenth day of January in the year nineteen hundred and sixteen by Henry J. Bayly and Nannie E. Bayly his wife of Somerset County in the state of Maryland, Witnesseth:

Whereas the said Henry J. Bayly and Nannie E. Bayly his wife are justly and bona fide indebted unto Conrad Lindeman of Somerset County in the state of Pennsylvania on bill obligatory dated this day for the sum of Ten Thousand dollars ($10000.00) payable as follows: Two Thousand dollars, ($2000.00) in two years from this day with interest from this day and eight Thousand dollars ($8000.00) ten years from this day with interest from this day, with interest on the whole payable annually, the same being for the balance of purchase money for the property hereinafter described and for the purpose of better securing the payment of which said sum with interest and payable in manner aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises and the sum of Five Dollars in hand paid, the said Henry J. Bayly and,Nannie E. Bayly his wife do grant and convey unto the said Conrad Lindeman his heirs and assigns forever all that tract or parcels of land situate lying and being in East Princess Anne Election District in said Somerset County, state of Maryland whereon William F. Lankford late of said Somerset County resided at the time of his death and being all those tracts of land which werenconveyd unto Conrad Lindeman by Amanda E. Lankford and Emma A. Lankford by deed dated the sixth day of December 1912, and duly of record among the land records of said Somerset County Maryland in Liber, S.F.D. NO. 60 folio 205 &c., and being also all the lands which were conveyed unto the said Henry H. Bailey and Nannie E. Bayly his wife by the said Conrad Lindeman and Elizabeth Lindeman his wife by deed dated evenly herewith and intended to be recorded among the land records of said county simultaneously with this mortgage. And special reference is hereby made to the above recited deed and all the references in each of them contained for a more full and accurate description of the property hereby mortgaged. Together with the buildings and improvements thereupon erected made or being and all and every the rights, ways, waters, privileges appurtenances and advantages to the same belonging or in anywise appertaining.

And the said Henry J. Nailey and Nannie E. Bailey his wife covenant promise and agree that during the existance of this mortgage they will not cut or permit to be cut any timber or trees now

standing or growing upon the within mortgaged premises except what may be necessary for fuel and improvements on the within mentioned property without the consent of the within named mortgagee in writing and a failure to keep this covenant shall authorize the exercise of the power of sale hereinafter granted.

To have and to hold the aforesaid parcel of ground and premises unto and to the propery use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well andtruly pay unto the said Mortgagee the afore said sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said mortgagors shall possess the aforesaid property upon paying in the mean time all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid the said Henry J. Bayly and Nannie E. Bayly his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee his personal representa tives or assigns or Robert F. Duer their Attorney or agent at any time after such default to sel the property hereby mortgaged or so much thereof as may be necessary or cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale inclding a reasonable Attorney fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage whether the same shall havematured or not; and the surplus (If any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors shvenant to pay the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers ahall be stopped or stayed unless all of said costs, fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any Court having jurisdiction to decree or order a sale thereof, all of the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keepminsured the improvements on hereby mortgaged land to the amount of at least twenty nine Hundred dollars and to cause the policy or policies 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 personal representatives and assigns in the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and

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and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured andwith interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagor.

Test: Charles R. Porter. Henry J. Bayly (Seal)

Nannie E. Bayly (SEAL).

State of Maryland Somerset County to wit:

I hereby certify that on this 21st day of January in the year nineteen hundred and sixteen before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared Henry J. Bayly and Nannie E. Bayly the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before Conrad Lindeman the within named mortgagors and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fideas therein set forth and that he has not required the mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require any tax levied thereon to be paid by the mortgagors or any person for them during the existance of this mortgage.

Charles R. Porter J. P.

Received for record 28th January 1916 and recorded in Liber W.J.S. NO. 89 folio 390&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

As collateral security for the payment of a note, for Eight Hundred dollars ($800.00) due by me to Amanda E. Lankford dated this day and payable one year after date with interest from date, and for value received I hereby assign, the within mortgage to the said Amanda E. Lankford.

Witness my hand and seal this eighteenth day of January 1916/

Test: Conrad Lindeman (SEAL).

R. F. Duer.

State of Maryland, Somerset County to wit:

I hereby certify that on this eighteehth day of January 1916, before me the subscriber a Justice of the Peace of the state of Maryland, in and for Somerset County aforesaid personally appeared H. Fillmore Lankford agent for Amanda E. Lankford, Assignee of the within mortgage, and made oath in due form of law that the said Assignee has not required the within named mortgagors their agent or attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said Assignee, require any tax levied thereon to be paid by the said mortgagors or by any person for them during the existance of this mortgage, and that he is the agent of the within named Assignee and duly authorized to make this affidavit. Charles R. Porter J.P.

For value received I hereby assign the within and foregoing mortgage to H. Fillmore Lankford, for purpose of collection and foreclosure. Witness my hand and seal this 12th day of January nineteen hundred and twenty five.

Witness: Clarence P. Lankford. Conrad Lindeman (SEAL).

Filed for record 22nd January 1925 and recorded in Liber W.J.S. NO. 69 folio 391.

Test: W. Jerome Sterling, Clerk.

For value received I hereby assign to Conrad Lindeman all my interest in the foregoing and within mortgage the note for eight hundred dollars to secure the payment of which said mortgage was assigned to me having been paid in full by the said Conrad Lindeman.

Witness my hand and seal this 20th day of January 1917.

Amanda E. Lankford (SEAL).

Witness: H. Fillmore Lankford.

Bill Obligatory.

$10000.00 For the balance of purchase money for all that farm or all those tracts or parcels of land situate and lying in East Princess Anne Election District in Somerset County, Maryland, whereon the late William F. Lankford, resided at the time of his death which we have this day purchased from Conrad Lindeman at and for the sum of Twelve Thousand Five hundred dollars ($12500.00) we promise to pay unto the said Conrad Lindeman or order the sum of Ten Thousand dollars ($10000.00) in manner following :

Two Thousand dollars ($2000.00) two years from this day with interest from this day, and the remaining Eight Thousand dollars ($8000.00) in ten year s from this day with interest from this day with interest on the whole payable annually from the date hereof.

We hereby reserve the right to pay any or all of this obligation at any time before maturity.

This obligation is secured by a mortgage dated evenly herewith on the above mentioned property.

Witness our hands and seals this eighteenth day of January. nineteen hundred and sixteen (1916)

Test: Charles R. Porter Henry J. Bayly (SEAL).

Nannie E. Bayly (SEAL).

As collateral security for the payment of a note of Eight Hundred dollars ($800.00) due by me to Amanda E. Lankford, I hereby assign the within obligation to the said Amanda E. Lankford.

Witness my hand and seal this eighteenth day of January 1916.

Test: R. F. Duer. Conrad Lindeman (SEAL).

Revenue stamps $2.00.

I hereby assign all my interest in the foregoing and within bill obligatory to Conrad Lindamen the note for eight hundred dollars which was intended to be secuted by assignment to me of the said bill obligatory having been paid by the said Conrad Lindeman.

Witness my hand and seal this 20th day of January 1917.

Witness: H. F. Lankford. Amanda E. Lankford (SEAL).

For value received I hereby assign the within and foregoing bill obligatry to H. Fillmore Lankford for the purpose of collection and foreclosure.

Witness my hand and seal this 12th day of January 1925.

Witness: Clarence P. Lankford. Conrad Lindeman (SEAL).

And thereupon the said H. Fillmore Lankford trustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we, H/ Fillmore Lankford and Henry M. Lankford, of Somerset County in the state of Maryland, and Conrad Lindeman, of Meyersdale, Pennsylvania, are held and firmly bound unto the state of Maryland, in the full and just sum of eighteen 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 administrators, jointly and severally firmly by these presents, sealed with our seals and dated this 7th day of February nineteen hundred and twenty five.

Whereas by mortgage dated the 18th day of January 1916, recorded among the land records of Somerset County Maryland in Liber W.J.S. NO. 69 folio 390 etc., a certain Henry J. Bayly and Nannie E. Bayly his wife granted to Conrad Lindeman the real estate ij said mortgage mentioned and described to secure the payment of the sum therein mentioned and whereas by assignment dated the 12th day of January 1925, recorded among said records in Liber W.J.S. NO. 69 folio 391 the said Conrad Lindeman assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure and whereas default has occurred under the terms and conditions of said mortgage and whereas upon such default the said H. Fillmore Lankford as assignee as aforesaid is authorized to sell the property conveyed by said mortgage and whereas the said H. Fillmore Lankford as assignee as aforesaid is about to make sale of said property by virtue of the power contained in said mortgage.

Now the condition of the above obligation is such that if thesaid H. Fillmore Lankford shall well and faithfully perform the trust reposed in him in and by said mortgage and shall abide by and

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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.

Witness as to H. F. Lankford and Henry M. Lankford:

Ida M. Lankford.

Witness as to Conrad Lindeman
James O. Corfield.

H. Fillmore Lankford (SEAL).

Henry M. Lankford (SEAL).

Conrad Lindeman (SEAL).

Which said bond was thus thereon endorsed.

The within bond and sureties are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 18th February 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit, so as aforesaid filed are in the words following to wit:

H. Fillmore Lankford, Ex Parte Trust created by mortgage from Henry J. Bayly and wife to Conrad Lindeman, assigned to the said H. Fillmore Lankford, for the purpose of foreclosure/	No. 3781 Chancery In the Circuit Court For Somerset County Maryland.

To the Honorable the Circuit for Somerset County, in Equity:

The report of H. Fillmore Lankford, assignee of a mortgage from Henry J. Bayly and Nannie E. Bayly his wife to Conrad Lindeman, dated the 18th day of January, 1916, recorded among the land records of said county in Liber W.J.S. NO. 69 folio 390 etc., and assigned by the said Conrad Lindeman to the said H. Fillmore Lankford for purpose of foreclosure by assignment dated the 12th day of January, 1925, recorded among said records in Liber W.J.S. NO. 69 folio 391 respectfully represents.

That after default had occurred in the condition and covenants of said mortgage and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County as provided by law conditioned for the faithful performance of the trust reposed in him in and by said mortgage and after having given at least twenty days previous notice of the time, place, manner andterms of sale by advertisement in the "Marylander and Herald" a weekly newspaper printed in Somerset County, and by notice posted at the Court House Door, and other places in Somerset County he did in pursuance of said notice attend at the Court House door in Princess Anne Maryland, on Tuesday the 17th day of February, 1925, at or about the hour of one O'clock P. M. and then and there proceeded to sell at public auction the real estate by said mortgage conveyed as follows:

He offered all thatvaluable farm in East Princess Anne Election District, in Somerset County, in the tate of Maryland, containing two hundred and forty eight acres more or less, adjoining the lands of George A. Dryden and others lying on the southwest side of the county road leading from Princess Anne to Perryhawkin, and on the northwest side of the county road leading from the county road first mentioned towards Kings Creek. Station on the New York, Philadelphia and Norfolk Railroad, and being all the land which was conveyed to the said Henry J. Bayly and Nannie E. Bayly his wife by the said Conrad Lindeman and wife by deed dated the 18th day of January 1916, recorded among the said records in Liber W.J.S. NO. 70 folio 239 etc. together with all the rights of way to saud lands belonging or appurtaining, improved with a dwelling house , barn and other buildings and sold the same to the said Conrad Lindeman he being then and there the highest bidder therefor at and for the sum of eight thousand five hundred dollars and thesaid purchaser has complied with the terms of sale to the satisfactionof the said assignee.

And the said assignee brings into Court the fund arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford, Assignee of said Mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 18th day of February nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the assignee mentioned in the foregoing report of saleand made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge, information and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

H. Fillmore Lankford, Ex Parte) Trust created by mortgage from Henry J.) Bayly and wife to Conrad Lindeman, assigned) to said H. Fillmore Lankford for purpose) of foreclosure.)	No/ 3781 Chancery In the Circuit Court For Somerset County Maryland.

Ordered by the Clerk of the Circuit Court for Somerset County, in Equity this 18th day of February, nineteen hundred and twenty five that the report of H. Fillmore Lankford the assignee mentioned in the above cause and the sale of real estate by himreported be and the same are hereby ratified and confirmed unless cause tonthe contrary appear by exceptions filed before the 17th day of March, 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County once ineach of three successive weeks before the 17th day of March, 1925, The report states the amount of sale to be $8500.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the31st day of March 1925 comes again into Court here the said trustee by his solicitor and on motion of the said trustee the Court here passed the following order, to wit:

H. Fillmore Lankford Ex Parte.) Trust created by mortgage from Henry J.) Bayly and wife to Conrad Lindeman, assigned) to said H. Fillmore Lankford, for purpose of) foreclosure.)	No. 3781 Chancery In the Circuit Court For Somerset County, In Equity.

It having been proved by the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having beenfiled and no cause to the contrary having been shown it is this 31st day of March nineteen hundred and twenty five ordered by the Circuit Court for Somerset County in Equity that the within report of H. Fillmore Lankford, assignee and the sale by him reported be and the same are hereby finally ratified and confirmed

Joseph L. Bailey, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered or redord according to law and the sameis accordingly done.

Per: W. Jerome Sterling, Clerk.

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Be it remembered that heretofore to wit on the27th day of January 1925 a certain Peoples Bank of Somerset County by its solicitor L. Creston Beauchamp exhibited and filed in the Circuit Court here a certain mortgage to The Peoples Bank of Somerset Co. from B. Frank Beard of said County and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this seventh day of February in the year nineteen hundred and nineteen by B. Frank Beard of the City of Bloomfield, in the state of Nebraska, Witnesseth: Whereas the aid B. Frank Beard is indebted unto The Peoples Bank of Somerset County, a body corporate of the stateof Maryland inthe sum of Three Thousand dollars ($3000.00) for money advanced by The Peoples Bank of Somerset County to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said B. Frank Beard for said sum of three thousand dollars dated evenly herewith, payable two years after date to The Peoples Bank of Somerset County with interest from date payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of Three Thousand dollars with interest as aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth thatin consideration of the premises, thesaid B. Frank Beard hereby grants and conveys unto the aid The Peoples Bank of Somerset County, a body corporate as aforesaid its successors and assigns, all that farm or tract of land situate lying and being in west princess Anne Election District in Somerset County, Maryland located on the south side of the county road leading from Princess Anne to Monie. and containing 98 acres of land more or less, which was conveyed to the said B. Frank Beard by Hampden Dashiell and Addie B. Dashiell, his wife, by deed dated evenly herewith, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage. To all of which said deeds and the descriptions and references therein contained special reference is here made for full and accurate description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

Provided that if the said Mortgagor shall well and truly pay unto thesaid Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts, and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes assessments public dues, charges, mortgage debt and interest aforesaid the said B. Frank Beard, the within named mortgagor does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns or L. Creston Beauchamp its or their Attorney or agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey to said property to the purchaser or purchasers thereof, his her or their heirs and assigns; and which said sale shall be made in the manner following, viz; upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted the proceeds arising from such sale to apply first to the payment of the expenses incident to such sale including a reasonable attorney's fee and a commission to

the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (If any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagor or any person in his behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonabel Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under the said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagor does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount ofat least two thousand dollars and to cause the policy or be effected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagee its successors and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured thesaid improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Vernon E. White. B. Frank Beard (SEAL).

State of Maryland. Somerset County to wit:

I hereby certify that on this seventh day of February in the year nineteen hundred and nineteen before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid personally appeared B. Frank Beard the mortgagor named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Omar J. Croswell, cashier and agent of the Peoples Bank of Somerset County and made oath in dueform of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he the said Omar J. Croswell is the cashier and agent of the said The Peoples Bank of Somerset County the within named mortgagee and is authorized to make this affidavit.

In testimony whereof I hereunto subscribe my name and affix my Notarial seal the day and year aforesaid.

Seal of Notary.

Vernon E. White, Notary Public.

Received for record January 27, 1925, and recorded in Liber W.J.S. NO. 75 folio 412&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said L. Creston Beauchamp, Trustee filed in Court here a bond in the words following to wit:

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KNOW ALL MEN BY THESE PRESENTS: That we L. Creston Beauchamp of Princess Anne, Md., 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 Five Thousand and 00/100 ($5000.00) 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 26th day of January in the year of our Lord nine-teen hundred and twenty five.

Wherras the above bounden L. Creston Beauchamp by virtue of a power contained in a mortgage from B. Frank Beard to The Peoples Bank of Somerset County, dated February 7th 1919, and recorded in Liber W.J.S. NO. 75 folio 412 etc., one of the land records Books of Somerset 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 L. Creston Beauchamp 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 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:
J. R. Stewart.

Corporate Seal.

L. Creston Beauchamp (SEAL).

Maryland Casualty Company.
Per: P. F. Proctor. Vice President/

Attest: L. C. Reynolds, Assistant Secretary.

Which said bond was thus thereon endorsed.

Bond Approved.

W. Herome Sterling, Clerk.

And thereafter to wit on the 25th February 1925 the said trustee exhibited andfiled in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed are in the words following:

L. Creston Beauchamp, Ex Parte	)	No. 3774 Chancery
Trust created by mortgage from B. Frank	)	In the Circuit Court
Beard to the Peoples Bank of Somerset County.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County, Maryland, In Equity:

The report of L. Creston Beauchamp, attorney named in a mortgage from B. Frank Beard to the Peoples Bank of Somerset County, dated the 7th day of February, 1919, recorded among the land records of said Somerset County in Liber W.J.S. No. 75 folio 412., under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage debt had become due and demandable, respectfully represents unto you Honors that after giving bond with security approved by the Clerk of this Court, for the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said County he did, in pursuance of said notice, attend at the Court House door, in Princess Anne Maryland on Tuesday the 24th of March, 1925, at or about the houseof two O'clock P. M. and then and there proceed to sell at public auction the following described property conveyed by said mortgage, namely:

He offered all that farm or tract of land situate lying and being in West Princess Anne Election District Somerset County Maryland on the south side of the tate road leading from Princess Anne to Deals Island adjoining the lands of George W. Kemp and others and containing 98 acres, more or less, which was conveyed to B. Frank Beard by Hampden Dashiell and wife by deed dated the 7th of February, 1919, recorded among the land records of said Somerset County in Liber W.J.S. NO. 77 folio 472, improved by a large dwelling house, barns andoutbuildings and sold the same to the Peoples Bank of Somerset County, A Maryland corporation it being the highest bidder therefor,

at and for the sum of forty three hundred dollars andthe purchaser has complied with the terms of the sale to the satisfaction of the attorney.

And the said attorney prays a ratification of his proceedings in the premises.

L. Creston Beauchamp, Attorney.

State of Maryland, Somerset County to wit:

I hereby certify that on this 25th day of February 1925, before me the subscriber Clerk of the Circuit Court for Somerset County aforesaid, personally appeared L. Creston Beauchamp, the attorney named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order, to wit:

L. Creston Beauchamp, Ex Parte	)	No. 3774 Chancery
Trust created by mortgage from	)	In the Circuit Court
B. Frank Beard to the Peoples Bank	)	For Somerset County
of Somerset County.	)	Maryland.

Ordered by the Circuit Court for Somerset County Maryland this day of February, 1925 that the report of L. Creston Beauchamp attorney named in the foregoing report of sale, and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed on or before the 25th day of March 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 25th day of March 1925.

The report states the amount of ales to be $4300.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 16th day of April 1925, comes again into Court here the said trustee by his solicitor and on motion of the said trustee the Court here passed the following order, to wit:

L. Creston Beauchamp, Ex Parte. No. 3774 Chancery
In the Circuit Court
For Somerset County, Md.

It having been proved to the Court here that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 16th day of April, 1925, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, Attorney and the sale by him reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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Be it remembered that heretofore, to wit: on the 21st January 1925 a certain Bank of Somerset by H. Fillmore Lankford its solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary C. Johnson and others which said bill of complaint is in the words following:

Bank of Somerset, a body corporate

VS.

Mary C. Johnson. Leland J. Johnson and Lillian Johnson, his wife, Olive C. Johnson and Mary C. Johnson, administratrix of Roxana Colgan, deceased.

To the Honorable the Circuit Court for Somerset County in Equity:

The Plaintiff the Bank of Somerset, a body corporate which sues as well for itself as for all other creditors of Roxanna Colgan. late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1st: That the said Roxanna Colgan was in her lifetime and at the time of her death indebted to the plaintiff as follows: On promissory note for the sum of twenty dollars and fifty cents, dated the 25th day of July, 1924, payable to the plaintiff four months after date ; on promissory note for the sum of five dollars and fifty cents, dated the 29th day of July, 1924, payable to the plaintiff four months after date, on promissory note for the sum of one hundred and sixty four dollars and seventy cents dated the 17th day of August 1924, payable to the plaintiff four months after date signed by the defendant Mary Johnson and the said Roxanna Colgan; on promissory note for the sum of one hundred dollars dated the 24th day of September 1924, payable to the plaintiff four months after date signed by the defendants Olive C. Johnson and Mary Johnson and by the said Roxanna Colgan, and on promissory note for the sum of twenty two hundred and sixty dollars and seven cents; dated the 1st day of June 1924, payable to the plaintiff four months after date, signed by the said defendant Mary Johnson and the said Roxanna Colgan; and no part of any of said notes has been paid except the sum of eight hundred and fifty dollars paid by the said Mary Johnson as administratrix of the said Roxanna Colgan on the 20th day of January, 1925, as a crediton last note hereinbefore mentioned, all ofsaid promissory notes are herewith filed marked Exhibits No. 1,No.2,No.3 No.4 and No. 5 respectively and prayed to be taken and considered as a part of this bill of complaint.

2nd: That the said Roxanna Colgan being so indebted to the plaintiff and being also indebted to divers other persons died intestate in the month of December 1924, having personal estate of some value and that administration of all and singular the said personal estate of the said Roxanna Colgan has been granted by the Orphans Count for Somerset County to thesaid defendant Mary C. Johnson who in virtue thereof has possessed herself of the said personal estate of the said Roxanna Colgan, a copy of the letters of administration to the said Mary C. Johnson is filed herewith marked Exhibit No. 6.

3rd: That at the time of her death the said Roxanna Colgan was the owner of and was seized of several valuable parcesl of real estate in said Somerset County, Maryland both vacant lots and property improved with valuable buildings.

4th. That the said Roxanna Colgan was unmarried, and left surviving her no father, mother or brother, but did leave surviving her as her only heir at law one sister, the defendant, Mary C. Johnson and also left surviving her a nephew Leland J. Johnson and a niece Olive C. Johnson the said Leland H. Johnson having intermarried with the defendant Lillian Johnson and the said Leland J. Johnson and Olive C. Johnson being the only children of the said Mary C. Johnson.

5th: That all the defendants are of the full age of twenty one years and all reside in said Somerset County.

6th: That the plaintiff is informed and charges that the personal estate of the said Roxanna Colgan is not sufficient to pay and discharge all the debts due and owing by the said Roxanna Colgan at the time of her death and is advised that any defidiency in said personal estate ought to be supplied by a sale of all of such part of the real estate of the said Roxanna Colgan asmay be necessary for the payment of the debts due and owing by the said Roxanna Colgan.

To the end therefore.

First: That the real estate of the said Roxanna Colgan deceased or so much thereof as may be necessary for the purpose may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid.

Second: That the Plaintiff may have such other and further relief as its case may require.

May it please your Honors to grant unto the plaintiff the writ of the State of Maryland of subpoena directed to the said Mary C. Johnson , Leland J. Johnson and Lillian Johnson his wife, Olive C. Johnson and Mary C. Johnson administratrix of the said Roxanna Colgan, deceased all residing in Somerset County, in the state of Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor on or before some certain day to be named therein, to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound etc.

H. Fillmore Lankford,
Solicitor for the Plaintiff.

State of Maryland, Somerset County to wit:

I hereby certify that on this 21st day of January nineteen hundred and twenty five before me the subscriber a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared H. Fillmore Lankford, solicitor for the Plaintiff in the above entitled cause and Vice President of the Bank of Somerset plaintiff therein and made oath in due form of law that the matters and things alleged in the foregoing bill of complaint are true as therein stated and set forth to the best of his knowledge information and belief.

In testimony whereof I hereto subscribe my name the day and year aforesaid.

Edgar A. Jones J. P.

Exhibit No. 1 referred to in the foregoing Bill is as follows:

Princess Anne Md., 7/25/1924.

$20.50.

Four Months after date for value received I jointly and severally promise to pay to the Bank of Somerset of Princess Anne, Maryland or order Twenty 50/100 dollars at its Banking House in Princess Anne Maryland. The benefit of all exemption laws of the state of Maryland, on any other stateon this debt or on any judgment obtained on this note is waived. And we hereby authorize and empower any attorney of any Court of record to appear for me in any Court of law or equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution on same, for the amount thereof , debt, interest, costs including an Attorney's fee of ten per cent for collection without summons or process.

The maker and endorsers of this obligation waive demand protest and notice of protest thereon.

Roxanna Colgan.

Exhibit No. 2 referred to in fore going bill is as follows:

Princess Anne Maryland, July 29, 1924.

$5.50

Four months after date for value received jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order Five 00/100 dollars at its Banking house in Princess Anne Maryland, The benefit of all exemptions laws of the state of Maryland or any other state on this debt or on any judgment obtained on this note is waived/ And I hereby authorize and empower any attorney of any Court of record to appear for me in any Court of law or Equity or before any Justice of the Peace at any time after maturity confess, judgment and forthwith issue execution on same, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent for collection without summons or process.

The maker and endorsers of this obligation waive demand, protest and notice of protest thereon.

Roxanna Colgan.

Exhibit No. 3 referred to in the foregoing Bill is as follows:

$164.70. Aug 17 1924

Four Months after date for value received we jointly and severally promise to pay to the Bank of Somerset of Princess Anne. Maryland, or order One Hundred sixty four and 70/100 dollars at its

Banking House in Princess Anne Maryland. The benefit of all exemption laws of the state of Maryland or any other state on this debt or on any judgment obtained on this note is waived. And we hereby authorize and empower any attorney of any Court of record to appear for us in any Court of Law or Equity or before any Justiceof the Peace at any time after maturity,confess judgment and forthwith issue execution on same, for the amount thereof, debt, interest costs, including an Attorney's fee of ten per cent, for collection without summons or process.

The makers and endorsers of this obligation waive demand protest and notice of protest thereon.

Mary Johnson

Roxanna Colgan.

Exhibit No. 4 referred to in the foregoing Bill is as follows:

$100.00. Sept 24th 1926.

Four months after date for value received we jointly and severally promise to pay to the Bank of Somerset of Princess Anne Maryland or order One Hundred dpllars at its Banking House in Princess Anne Maryland. The benefit of all exemption laws of the state of Maryland, or any other state on this debt or on any judgment obtained on this note is waived. And we hereby authorize and empower any attorney of any Court of record to appear for us in any Court of Law or Equity or before any Justice of the Peace at any time after maturity, confess judgment and forthweith issue execution on same for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent for collection without summons or process.

The maker or endorsers of this obligation waive demand, protest and notice of protest thereon.

Olive C. Johnson

Olive C. Johnson.

Mary Johnson

Roxie Colgan

Exhibit No. 5 referred to in the foregoing Bill is as follows:

$2260.07. June 1 1924.

Four months after date for value received we jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland or order Twenty two Hundred sixty and 07/100 dollarsaat its banking house in Princess Anne, Maryland. The benefit of all exemption laws of the state of Maryland,or any other state on this debt or on any judgment obtained in this note is waived. And we hereby authorize and empower any attorney of any Court of record to appear for us in any Court of Law or Equity or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution on same for the amount thereof, debt, interest costs, including an Attorney's fee of ten per cent for collection without summons or process.

The makers and endorsers of this obligation waive demand , protest and notice of protest thereon.

Mrs. Mary Johnson

Roxanna Colgan.

Exhibit No. 6 referred to in the foregoing Bill is as follows:

Maryland Sc:

The state of Maryland.To all persons to whom these presents shall come Greeting: Know ye that Administration of all the goods chattels and credits of Roxanna Colgan late of Somerset County deceased is hereby granted and committed unto Mary C. Johnson the administratrix.

Witness John R. Corbin, Esq., Chief Judge of the Orphans Court for Somerset County this 3rd day of January Anno Domini 1926. Test: Hardy B. Cullen, Register of Wills for Somerset Co.

State of Maryland, Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law Keeper of the seal and of the records and of the original papers of the Orphans Court of Somerset County do hereby certify that the aforegoing is a true and full copy of the Letters of Administration granted unto Mary C. Johnson upon the estate of Roxanna Colgan late of said county deceased. taken from Liber L. R. No. 39 folio 251

the same being one of the Records kept in the office of the Register of Wills for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 21st day of January in the year of our Lord nineteen hundred and twenty five,

Seal of Court.

Hardy B. Cullen
Register of Wills for Somerset County.

And thereafter the Defendants in the above entitled cause filed the following answer.

Bank of Somerset a body corporate)	No. Chancery
Vs.)	In the Circuit Court
Mary C. Johnson Leland J Johnson and)	For Somerset County
Lillian Johnson his wife, Olive C. Johnson)	Maryland.
and Mary C. Johnson, administratrix of)	
Roxanna Colgan, deceased.)	

To the Honorable the Circuit Court for Somerset County in Equity:

The answer of Mary C. Johnson, Leland J. Johnson and Lillian Johnson his wife, Olive C. Johnson and Mary C. Johnson, administratrix of Roxanna Colgan, deceased, to the bill of complaint of the Bank of Somerset a body corporate, exhibited against them in the above entitled cause:

These defendants answering said bill of complaint say that they admit all the allegations contained in said bill of complaint, and consent that the Court shall at once pass a decree as prayed for in said bill of complaint for the sale of the real estate of the said Roxanna Colgan, and such other further decree as to the Court may seem proper.

Witness: Samuel H. Sudler — Mrs Mary C. Johnson

Witness: Samuel H. Sudler — Mrs Mary C. Johnson
Administratrix of Roxanna Colgan, Dec'd.

Witness: Samuel H. Sudler — Leland J. Johnson

Witness: Samuel H. Sudler. — Lillian Johnson

Witness: Ralph W. Mungle — Olive C. Johnson

And thereafter to wit on the 7th day of February 1925 the Circuit Court here passed the following decree in the premises, to wit:

Bank of Somerset. a body corporate)	In Equity, In the Circuit Court
Vs.)	For Somerset County
Mary C. Johnson.Leland J. Johnson and others.)	No. 3770 Chancery.

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

Itis thereupon this seventh day of February in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity, adjudged ordered and decreed that the real estate in the proceedings mentioned being the real estate in Somerset County, Maryland owned by Roxanna Colgan now deceased in her lifetime and of which she died seized or so much thereof as may be necessary for the payment of her debts, be sold.

That Joshua W. Miles and H. Fillmore Lankford be and they are hereby appointed trustee to make such sale and the course and manner of their proceeding shall be as follows; they shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the said Clerk in the penalty of fifteen thousand dollars if individual security and one half of said sum if corporate security conditioned for the faithful performance of the trust reposed in them by this decree, or that may be reposed in them by this decree or that may be reposed in them by any future order or decree in the premises they shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said County, and such other notice as they may think proper of the time, place manner and terms of sale which terms shall be as follows:

One half of the purchase money in cash on the day of sale the balance of the purchase money to be paid in six months from day of sale, the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser, or purchasers with a surety or sureties to be approved by the trustees or all cash at the option of the purchaser or purchasers.

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And as soon as maybbe 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 such 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 shall by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers of said property, to her, his or their heirs, the property to him, her or them sold free and clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustees shall bring into this Court the money arising on said sale or sales, and the bonds 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 commissions to the said trustee as the Court shall thinkpproper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.
And at the time of advertising said sale or sales the said trustees directed to give notice to the creditors of the said Roxanna Colgan to file their claims with the vouchers thereof in the office of the Clerk of this Court within one month from the day of said sale or sales.

Robert F. Duer.

And thereupon the said H. Fillmore Lankford Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we Joshua W. Miles, H. Fillmore Lankford and William B. Spiva all of Somerset County in the state of Maryland are held and firmly bound unto the state of Maryland in the full and just sum of fifteen 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 administrators, jointly and severally firmly by these presents sealed with our seals and dated this 24th day of February, ningteen hundred and twenty five.

Whereas the above bounden Joshua W. Miles and H. Fillmore Lankford, by virtue of a decree of the Circuit Court for Somerset County in Equity, have been appointed trustees to sell the real estate mentioned in the proceedings in the case of Bank of Somerset, a body corporate, against Mary C. Johnson and others being No. 3770 on the Chancery docket of said Court and now pending in said Court.

Now the condition of the above obligation is such, that if the above bounden Joshua W. Miles and H. Fillmore Lankford 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 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.

Witness:	Joshua W. Miles	(SEAL).
Samuel H. Sudler.	H. Fillmore Lankford	(SEAL).
	Wm B. Spiva	(SEAL).

Which said bond was thus thereon endorsed.

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 28th March 1925 come again into Court here the said complainant, by his solicitor and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

Bank of Somerset a body corporate	)	No. 3770 Chancery
Vs.	)	In the Circuit Court
Mary C. Johnson and others.	)	For Somerset County.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of Joshua W. Miles and H. Fillmore Lankford Trustees under the decree of the above cause to sell the real estate therein decreed to be sold respectfully represents.

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in them by said decree and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement in the Mary-

lander and Herald a weekly newspaper printed in Somerset County, and by handbills posted at the Court House door and other public places in said County they did, in pursuance of said notice, attend at the Court House door in Princess Anne Maryland, on Tuesday the 10th day of March,1925. at the hour of two O'clock P. M. and then and there proceeded to sell said real estate at public auction as follows:

First : They offered all that lot of land in West Princess Anne Election District in Somerset County, Maryland, on the north side of the county road leading from Princess Anne to Mount Vernon containing nine and one half acres more or less, which was conveyed to Joseph S. Colgan by Clarence P. Lankford, trustee by deed dated the 18th day of February, 1896, recorded among the land records of said county in Liber O.T.B. NO. 18 folio 330 etc., adjoining the land of Philip W. Wolle and others improved with a dwelling house and sold the sameto Thomas L. Barnette at and for the sum of four hundred and seventeen dollars, he being the highest and best bidder therefor at said sum, and the said purchaser has compled with the terms of sale to the satisfaction of the trustee.

Second: Your trustees also offered the one undivided one half interest of Roxanna Colgan, late of said county deceased, in and to all that lot of land in said district, county and state in the village of Greenwood and on the west side of the road running through said village, containing three fourths of an acre more or less, being one of the lots of land conveyed to Joseph S. Colgan by Henry L. D. Stanford, trustee by deed dated the 17th day of April, 1899 recorded among the said land records in Liber O.T.B. No. 25 folio 264 etc., and described as lot No. 2 (two) on Plat A filed with and as a part of the eport of sales of said Henry L. D. Stanford, trustee filed in a cause in said Court in which Charles F. Holland was plaintiff and Florence Irving and others were defendants, the same being No. 1950 on the Chancery Docket of said Court, and sold the same to E. Herrman Cohn, at and for the sum of ninety two dollars and fifty cents he being at said sum the highest and best bidder therefor, and said purchaser has compled with the terms of sale to the satisfaction of the trustee.

Third: Your trustees offered also the one half undivided interest of the said Roxanna Colgan in and to all that lot of land in said district, county and state in the village of Greenwood and on the west side of the road running through said village, containing three fourths of an acre more or less, being one of the lots of land conveyed to said Joseph S. Colgan by the said Henry L. D. Stanford, trustee by deed aforesaid and described as lot No. 4 (four) on the said Plat A filed with and as a part of the report of sales of the said Henry L. D. Stanford, trustee filed in the Chancery cause mentioned inpreceding paragraph being No. 1950 on the Chancery docket of said Court in which Charles F. Holland was Plaintiff and Florence Irving and others were defendants said lot of land being improved by a dwelling house and sold the same to Sidney F. Revelle he being then and there the highest bidder therefor at and for the sum of one hundred and sixty dollars and fifty cents and the said purchaser has complied with the terms of sale by paying the entire purchase money in cash.

Fourth: Your trustees also offered the undivided one half interest of the said Roxanna Colgan in and to all that lot of land in said District, County and state in the village of Greenwood, on the west side of the road running through said village, containing seven-eighths of an acre more or less being one of the lots of land conveyed to said Joseph S/ Colgan by the said Henry L. D. Stanford, trustee by the deed aforesaid and described as lot No. 6 (six) on the said plat A filed with and as a part of the report of sales of the said Henry L. D. Stanford, trustee filed in the said chancery cause No.1950 in which Charles F. Holland was plaintiff and Florence Irving and others were defendants, and sold the same to Alexander Bacon, he being the highest and best bidder therefor at and for the sum of eighty dollars, andthe said purchaser has complied with the terms of sale by paying said purchase money in cash.

Fifth: Your trustee also offered the undivided one half interest of the said Roxanna Colgan in and to all that lot of landin said district, County andstate in the village of Greenwood, on the east side of the old county road leading from Princess Anne towards Kings Creek, containing seven-

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eights of an acre more or less, being one of the lots of land conveyed to the said Joseph S. Colgan by Henry L. D. Stanford, trustee, by the deed aforesaid and described as lot No. 7 (Seven) on the said Plat A filed with and as a part of the report of sales of the said Henry L. D. Stanford trustee filed in said Chancery cause No. 1950 in which said Charles F. Holland was plaintiff and Florence Irving and others were defendants, and sold the same to the said Alexander Bacon, at and for the sum of fifty dollars, he being at that sum the highest andbest bidder therefor, and said purchaser has complied with the terms of sale by paying the entire purchase money in cash.

Sixth: Your trustees offered all that lot of land in the Town of Princess Anne. Maryland, on the south side of Prince William Street, lying between the property of Herbert Holland and the property of Edward G. Newton fronting twenty six feet on said street and having a depth of eighty one feet improved with a blacksmith shop and being the same property which was conveyed to Joseph S. Colgan by George E. Lloyd and wife by deed dated the 17th day of April, 1883, recorded among the land records of said county in Liber B.F.L. NO. 6 folio 4 etc., and sold the same to Edward G. Newton at and for the sum of fifteen hundred dollars hebeing at that price the highest and best bidder therefor, and the said purchaser has complied with the terms of sale by paying the entire purchase money in cash.

Seventh: Your trustees offered all that lot of land in said town of Princess Anne, in said county and state, on the southeast corner of Somerset Avenue or Main Street and Water Street, fronting seventy-two feet on Water Street, andextending from Water Street to the property of James I. Dennis, improved with a dwelling house now occupied by Charles Wilson and being the same property which is laid down and described as lot No. 1 on the plat made by Earle B. Polk, surveyor filed with and as a part of this report marked ExhibitPlat, and sold the same to James S. P. White, and Claude R. Bounds at and for the sum of four hundred and sixty dollars, they being at that sum the highest and best bidders therefor, and the said purchasers have complied with the terms of sale by paying the whole of the purchase money in cash.

Eighth: Your trustees offered all thatlot of landin said town of Princess Anne, Maryland, on the south side of Water Street, fronting sixty and one half feet on said street andlying east of and adjoining the lot last described and extending from Water Street to the property of James I. Dennis and adjoining the property of John E. Smith and being the same property which is laid down and described as lot No. 2 on said plat made by Earle B. Polk, Surveyor, marked "Exhibit Plat" and sold the same to Emory O. Watson at and for the sum of one hundred and twenty two dollars he being at that sum the highest and best bidder therefor and the said purchaser has complied with the terms of sale by paying the whole purchase money in cash.

Before offering the lots of land hereinafter described as "Ninth" and "Tenth" the trustees announced that said lots would be first offered separately and then as a whole.

Ninth: Your trustees offered all that lot of land in the Town of Princess Anne. Maryland, on the Northeast corner of Somerset Avenue or Main Street, and Water Street, fronting one hundred and eight feet on said Somerset Avenue or Main Street and fronting sixty feet on Water Street and extending to the Manokin River, being Lot No. 3 as laid down and described on said Exhibit Plat" and the highest bid for said lot was three hundred dollars and the trustees held said bid.

Tenth: Your trustees offered all that lot of land in said Town of Princess Anne , Maryland on the North side of Water Street, fronting sixty feet on said street, east of the lot of land last described and extending to the Manokin River, being lot No. 4 as laid down and described on said "Exhibit Plat" and the highest bid therefor was sixty dollars and the trustees held said bid.

Eleventh: Your trustees then offered said lots above described as Ninth and Tenth and laid down and described as lot No. 3 and Lot No. 4 on said "Exhibit Plat" as a whole and the highest bid therefor was seven hundred and fifty dollars which was more than the sum of the bids when said lots were offered separately, but the trustees not regarding said sum as an adequate price for said lots, withdrew the same from public sale.

Twelfth: Your trustees offered all that lot of landin said Town of Princess Anne. Maryland, on the North side of Water Street, fronting forty two and one half feet on said street, adjoining and east

of the lot of land hereinbefore described as "Ninth" and extending to the Manokin River, and laid down and described as lot No. 5 on said Exhibit Plat improved by a dwelling house and the highest bid therefor was two hundred andfive dollars, but the trustees did not consider this a fair price for said property and declining to sell the same for that pprice.

Thirteenth: Your trustees offered all that lot of land in said Town of Princess Anne, Maryland, on the north side of Water Street, fronting forty one feet on said street, lying east of and adjoining the lot last described extending to the Manokin River, improved by a dwelling house and laid down and described as lot No. 6 on said "Exhibit Plat" and the highest bid therefor was two hundred and thirty dollars and the trustees not believing this to be a fair price for said property declined to sell the same for said price.

Fourteenth: Your trustees then offered the two lots of land last described being Lots No. 5 and 6 on said Exhibit Platas a whole and the highest bid therefor was four hundred and ten dollars at which price the trustees declined to sell said property.

At the time of the sales hereinbefore reported your trustees announced that the property described in this report as "Third" was sold subject to the tenancy of a monthly tenant at a monthly rental of three dollars, and that the purchaser would be entitled to all rent falling due after the day of sale, and that the property described in this report as "Eighth" was sold subject to the tenancy of Charles Wilson, a monthly tenant at a monthly rental of six dollars, and that the purchaser would be entitled to all rent falling due after theday of sale.

The trustees further report that in the advertisement of said sales, they gave notice to the creditors of the said Roxanna Colgan to file their claims with the vouchers thereof in the office of the Clerk of said Court within one month from theday of said sales.

And the said trustees bring into the Court the money and bond arising on said sale and prays ratification of their proceedings in the premises.

All of which is respectfully submitted.

Joshua W. Miles

H. Fillmore Lankford
Trustees.

State of Maryland, Somerset County to wit:

I hereby certify that on this 28th day of March nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County in the state of Maryland, personally appeared Joshua W. Miles and H. Fillmore Lankford the trustees named in the foregoing report of sales and made oath in due form of law that the matters and things stated in the said report are true to the best of their knowledge and belief and that the sales therein reported were fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

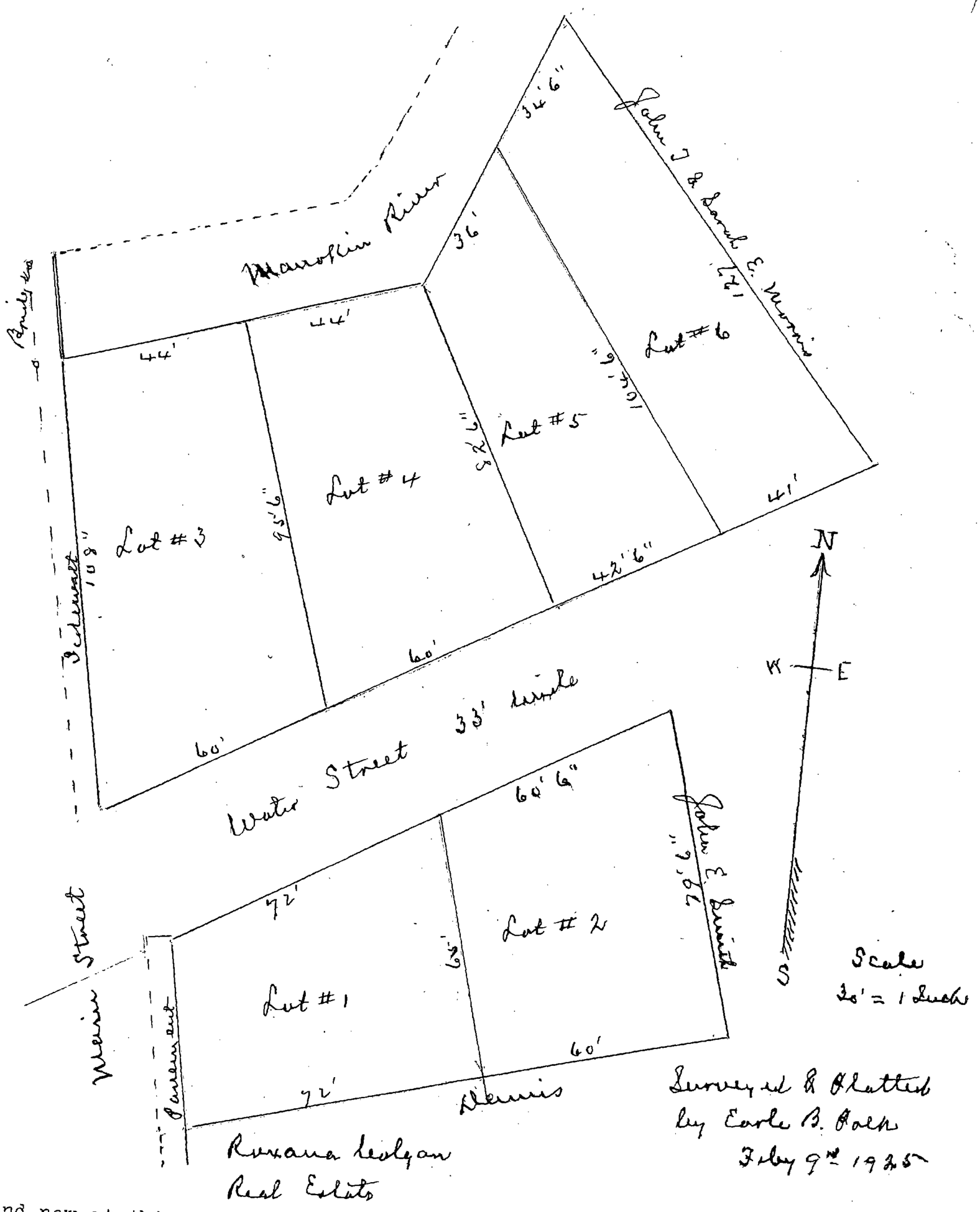
Bank of Somerset a body corporate.	)	No. 3770 Chancery
Vs.	)	In the Circuit Court
Mary C. Johnson and others.	)	For Somerset County.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity, this 28th day of March nineteen hundred andtwenty five that the report of Joshua W. Miles and H. Fillmore Lankford the trustees mentioned in the above cause, and the sales of real estate by them reported be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 28th day of April 1925, provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 27th day of April 1925.

The report states the amount of sales to be $2882.00.

W. Jerome Sterling, Clerk.

PLAT.



And now at this day to wit on the 30th day of April 1925 came again into Court here the said Complainant, by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

Bank of Somerset a body corporate.	)	No. 3770 Chancery
Vs.	)	In the Circuit Court
Mary C. Johnson and others.	)	For Somerset County.

It having been proved to the Court that a copy of the preceding order nisi has been published according to the provisions, and no exceptions having been filed and no cause to the contrary having been shown it is this 30th day of April nineteen hundred and twenty five ordered by the Circuit Court for Somerset County, in Equity that the within report of Joshua W. Miles and H. Fillmore Lankford trustees and the sales by them reported be and the same are hereby ratified and confirmed.

Robert F. Duer.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: Jerome Sterling ,Clerk.

Be it remembered that heretofore to wit on the 28th February 1925 a certain Harry A. Barnes of Somerset County and state of Maryland by L. Creston Beauchamp his solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Harry A. Barnes by a certain Clarence W. Cottman and wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 21st day of May in the year nineteen hundred and twenty by Clarence W. Cottman and Lillian R. Cottman his wife of Somerset County in the state of Maryland, Witnesseth:

Whereas the said Clarence T. Cottman and Lillian R. Cottman his wife are justly and bona fide indebted unto Harry A. Barnes of said county and state in the full and just sum of eight hundred dollars for money this day loaned evidenced by the bill obligatoy of the said Clarence T. Cottman and Lillian R. Cottman for said sum of eight hundred dollars, dated evenly herewith, and payable to the said Harry A. Barnes two years after date with interest from date, payable annually from date and whereas for the purpose of further securing the payment of said sum of eight hundred dollars with interest as aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises and the said Clarence T. Cottman and Lillian R. Cottman his wife, do hereby grant and convey unto the said Harry A. Barnes his heirs and assigns, all that lot tract or parcel of land situate, lying and being in East Princess Anne Election District, in Somerset County, Maryland, lying and binding on the southwesterly side of the county road leading from Princess Anne to West Post Office and containing 20 acres of land more or less, being the same and all the land which was conveyed to the said Clarence T. Cottman by B. Louis Lankford, by deed dated the 23d day of May, 1908, recorded among the land records of said Somerset County in Liber S.F.D. NO. 48 folio 589.

Towhich said deed and all the references and descriptions therein contained special reference is hereby made as a part hereof for a full and accurate description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto the peoper use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said Clarence T. Cottman and Lillian R. Cottman his wife the mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of thesame, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee his personal representatives or assigns, or L. Creston Beauchamp his or their attorney or agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash to satisfy and pay the said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns; and which sale shall be made in the manner following viz: upon giving twenty days notice of the time place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and in the case of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply, first

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to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage whether the same shall have mautred or not; and the surplus (if any therebe) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgage property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commission shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with thesaid mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least four hundred dollars andto 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 personal representatives and assigns to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Test: Vernon E. White. Clarence T. Cottman (SEAL).

Geo. A. Hahn as to Lillian R. Cottman. Lillian R. Cottman (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 21st day of May in the year nineteen hundred and twenty before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared Clarence T. Cottman one of the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his true and lawful act and deed, and at the same time and place also personally appeared before me L. Creston Beauchamp agent of Harry A. Barnes the mortgagee and made oath in due form of las that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth. and that he the said L. Creston Beauchamp is the agent of the said Harry A. Barnes and is authorized to make this affidavit.

In testimony whereof I hereunto subscribe my name and affix my Notarial seal the day and year aforesaid.

Seal of Notary

Vernon E. White, Notary Public.

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify that on this 20th day of May 1920, before me the subscriber a Notary Public of the state of Pennsylvania, in and for the City of Philadelphia, aforesaid personally appeared Lillian R. Cottman one of the grantors named in the foregoing mortgage, and duly acknowledged the foregoing mortgage to be her act and deed and I further certify that I witnessed her signature to the same.

In testimony whereof I hereunto subscribe my name and affix my Notarial seal the day and year aforesaid.

Go. A. Nahm, Notary Public.

Seal of Notary.

Com Exp Mar 10, 1921.

Received for record 22nd May 1920 and recorded in Liber W,J.S. NO. 82 folio 14&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said L. Creston Beauchamp trustee filed in Court here a bondin the words following to wit:

KNOW ALL MEN BY THESE PRESENTS THAT WE, L. Creston Beauchamp and Claude R. Bounds and Hamp Dashiell all of Somerset County Maryland are held and firmly bound unto the state of Maryland, in the full and just sum of two thousand dollars to be paid to the 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 28th day of February 1925.

Whereas the above bounden L. Creston Beauchamp by virtue of the power and authority contained in a Mortgage from Clarence T. Cottman and Lillian R. Cottman his wife to Harry A. Barnes dated the 20th day of May, 1920, recorded among the land records of said Somerset County in Liber W.J.S. No. 82 folio 14 etc., was authorized as attorney named in said mortgage to sell the property therein mentioned and whereas default has occurred in the terms of said mortgage and whereas the said L. Creston Beauchamp is about to foreclose said mortgage and has advertised the property under the power therein.

Now the condition of the above obligation is such that is the above bound L. Creston Beauchamp shall well and faithfully perform the trust reposed in him in relation to the sale of the aforementioned property or the proceeds thereof then the above obligation to be void. otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL).
Claude R. Bounds (SEAL).
Hamp Dashiell (SEAL).

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

L. Creston Beauchamp, Ex Parte	)	No. 3785 Chancery
Trust created by mortgage from Clarence T.	)	In the Circuit Court
Cottman and wife to Harry A. Barnes.	)	For Somerset County
		Md.

To the Honorable the Circuit Court for Somerset County Maryland, in Equity:

The report of L. Creston Beauchamp attorney named in a certain mortgage from Clarence T. Cottman and Lillian Cottman his wife to Harry A. Barnes dated the 21st day of May, 1920, recorded among thebland records of said Somerset County in Liber W.J.S. NO. 82 folio 14 under and by virtue of a power of sale therein contained default having been made in the payment of the money secured by said mortgage whereby the said mortgage debt had become due and demandable, respectfully represents unto Your Honors that after giving bond with security approved by the Clerk of this Court, for the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County and by handbills posted at the Court House door in Princess Anne Maryland, he did in pursuance of said notice attend at the said Court House door on Tuesday the 3d of March 1925m at or about the hour of two O'clock P. M. and proceed to sell atpublic auction the following described property, conveyed by said mortgage to wit:

He offered all that tract or parcel of land situate lying and being in East Princess Anne Election District Somerset County Maryland on the south westerly side of the county road leading from Princess Anne to West Post Office and containing 20 acres, more or less, being the same and all the land which was conveyed to Clarence T. Cottman by B. Louis Lankford bydeed dated the 23rd

of May, 1908. recorded among the land records of said Somerset County in Liber S.F.D. NO. 48 folio 589 improved by a dwelling house and outbuildings, and sold the same to Victor Briddelle and Blanche Briddelle, his wife, they being the highest bidders therefor at and for the sum of one thousand dollars and the purchasers have complied with the terms of sale to the satisfaction of the trustee.

And the said attorney prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 9th day of March 1925m before me the subscriber, Clerk of the Circuit Court for Somerset County, aforesaid personally appeared L. Creston Beauchamp, the trustee mentioned in the foregoing report of sales and made oath in due form of law that the matters and things stated in the said report are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

L. Creston Beauchamp, Ex Parte	)	No. 3785 Chancery
Trust created by mortgage from Clarence T.	)	In the Circuit Court
Cottman and wife to Harry A. Barnes.	)	For Somerset County
		Maryland.

Ordered by the Circuit Court for Somerset County Maryland, in Equity this 9th day of March, 1925, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale and the sale of real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 17th of April 1925, provided a copy of this order be inserted in some newspaper printed in said Somerset County Maryland once in each of three successive weeks before the 17th day of April 1925.

The report states the amount of sales to be $1000.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 25th day of April 1925 comes again into Court here the said trustee and on motion of the said trustee by his solicitor the Court here passed the following order:

L. Creston Beauchamp, Ex Parte.	No. 3785 Chancery
	In the Circuit Court
	For Somerset County
	Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed, and no cause to the contrary having been shown; this 25th day of April 1925, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity that the within report of L. Creston Beauchamp and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer. Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

Be it remembered that heretofore to wit on the 10th day of February 1925 a certain George H. Myers Assignee of Somerset County Maryland exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Charles W. Fontaine by a certain Perry Wilson and wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 12th day of October in the year one thousand eight hundred and ninety nine by Perry Wilson and Mariah Wilson his wife of Somerset County and state of Maryland:

Witnesseth whereas the said Perry Wilson and Mariah Wilson have this day borrowed from Charles W. Fontaine of said county and state the sum of two hundred and eighty five dollars and have given therefor to the said Charles W. Fontaine their bill obligatory for said sum dated evenly herewith and payable two years after date with interest from date which said interest is payable annually and whereas for the purpose of further securing the payment of aid sum with interest as aforesaid the said Perry Wilson and Mariah Wilson haveagreed to execute these presents.

Now therefore this mortgage witnesseth that for and in consideration of the premises thesaid Perry Wilson and Mariah Wilson his wife, have granted and conveyed and by these presentd do grant and convey unto the said Charles W. Fontaine his heirs and assigns all those three parcels of land lying and being in Fairmount District in Somerset County and state of Maryland, described as follows:

First: All that lot of land which was conveyed to the said Perry Wilson by Thomas J. Furniss and wife by deed dated the 1st day of November 1876, recorded among the land records of Somerset County in Liber L. W. No. 16 folio 498 &c., and containing two and one half acres of land more or less except so much thereof as was conveyed by the said Perry Wilson and wife to James Maddox by deed dated 30th January 1879.

Second: All that lot of land which was conveyed to the said Perry Wilson by Charles W. Fontaine and wife by deed dated 29th day of March, 1893, recorded among said land records in Liber H.F.L. No. 12folio 392 and containing two acres more or less.

Third: All that lot of land which was conveyed to the said Mariah Wilson by C. Wesley Ford and wife by deed dated the 17th day of May 1890 recorded among said land records in Liber H.F.L. No. 8 folio 49 &c., and containing eight acres more or less.

And special reference is hereby made to the deeds and records aforesaid for full and accurate description of the lands and premises hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Charles W. Fontaine his heirs and assigns forever.

Provided that if the said Perry Wilson and Maud Wilson or either of them their heirs, personal representatives or assigns shall well and truly pay unto the aid Charles W. Fontaine the said sum of Two Hundred and eighty five dollars in two years from the day with interest from this day and shall well and truly pay said interest annually as hereinbefore and in said bill obligatory set forth without default and shall perform all the covenants herein on their part to be performed then this Mortgage shall be void.

And itis agreed that until default be made in the premises the said Perry Wilson and Mariah Wilson his wife shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid the said Perry Wilson and Mariah Wilson for themselves their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and

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it shall be lawful for the aid Charles W. Fontaine his personal representatives and assigns, or H. Fillmore Lankford his or their attorney or agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns, and which sale shall be made in the manner following, viz: Upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Somerset County and such other notice as by the said Mortgagee his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including a reasonable attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly to the payment of all clsims of the said Mortgagee his personal representatives and assigns under this Mortgage whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same.

And the said Perry Wilson and Mariah Wilson his wife for themselves their personal representatives and assigns do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least two hundred dollars and to cause the policy to be affected thereon to be so framed or indorsed as in case of fire to inure to the benefit of the said Mortgagee his personal representatives and assigns to the extent of the lien or claim hereunder

Witness the hands and seals of the said Mortgagors.
Test: H. W. Lankford.

Perry Wilson (SEAL).

Mariah X Wilson (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 12th day of October in the year eighteen hundred and ninety nine before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared Perry Wilson and Mariah Wilson his wife the mortgagors named in the foregoing mortgage and severally acknowledged the aforegoing mortgage to be their respective act and deed and at the same time and place before me personally appeared also Charles W. Fontaine and made oath in due form of las that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and the said Charles W. Fontaine also made oath in due form of law that he the said Charles W. Fontaine has not required the mortgagors their agent or attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance nor will the said Charles W. Fontaine require the same to be paid by the Mortgagors or any person for them during the existance of this Mortgage.

Revenue Stamp.10. Hiram W. Lankford J.P.

Received for record October 12 1899 and recorded in Liber O.T.B. No. 21 folio 410 one of the land records of Somerset County.

Per: Oliver T. Beauchamp Clerk.

For value received I hereby assign the annexed and aforegoing mortgage to Charles M. Fontaine and William W. Fontaine without recourse to me.

Witness my hand and seal this 11th day of May 1916.

Witness: Eugene S. Maddox. Edgar Fontaine (SEAL).
Executor of Charles Wesley Fontaine.

State of Maryland, Somerset County to wit:

I hereby certify that on this 6th day of June 1916, personally appeared before me a Notary Public of the state of Maryland, in and for the County aforesaid, Charles M. Fontaine, one of the above named assignees and made oath in due form of law that the said assignee have not required the mortgagors their agent or attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said assignees require the same

to be paid by the said mortgagors or any person for them during the existance of this mortgage.

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

Samuel H. Sudler, N. P.

Received for record 6th June 1916 and recorded in Liber W.J.S. NO. 70 folio 555 one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

For value received and for the purpose of foreclosure we hereby assign the within and aforegoing mortgage to George H. Myers of Somerset County Maryland.

Witness our hands and seals this 9th day of February nineteen hundred andtwenty five.

Witness: William W. Fontaine (SEAL).

Anne Rose Fontaine. Charles M. Fontaine (SEAL).
Witness: Lydia C. Fontaine.

And thereupon the said George H. Nyers trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we, George H. Myers as principal and Hartford Accident amd Indemnity Company, a body corporate as surety are held and firmly bound unto the State of Maryland, in the full sum of one thousand dollars ($1000.00) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of February, nineteen hundred and twenty five.

Whereas the above bounden, George H. Myers, as assignee of a certain mortgage executed by Perry Wilson and Mariah Wilson to Charles W. Fontaine, dated October the twelfth, eighteen hundred and ninety nine and recorded among the land records of Somerset County in Liber O.T.B. No. 26 folio 410, under and by virtue of the power in said mortgage montained, is about to sell the real estate mentioned and described therein, default having been made in the payment of the debt by said mortgage secured to be paid or in some other covenant and condition of said mortgage, whereby said mortgage debt has become due and demandable.

Now the condition of the obligation is such that if the above bounden, George H. Myers, do and shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned mortgage property or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: Hannah Anderson. George H. Myers (SEAL).

Corporate seal. Harfford Accident & Indemnity Co.

By Geo. H. Myers, Attorney in Fact.

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 13th March 1925 the said trustee exhibited andfiled in the Circuit Court here a report of sales which an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following to wit:

George H. Myers Ex Parte under power	)	No. Chancery
in Mortgage from Perry Wilson and wife.	)	In the Circuit Court
		For Somerset County
		Maryland.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The report of sales of George H. Myers, Assignee of a certain mortgage made and exwcuted by Perry Wilson and Mariah Wilson to Charles W. Fontaine and dated October 12, 1899, recorded among the land records of said Somerset County in Liber O.T.B. NO. 26 folio 410 the said Mortgage having been assigned to Charles M. Fontaine and William W. Fontaine by Edgar Fontaine, executor of the estate of the said Charles W. Fontaine and having been assigned by thesaid Charles M. Fontaine and William W. Fontaine to the said George H. Myers for the purpose of foreclosure, default

having been made in the payment of the money secured by said mortgage and in the payment of the interest thereon or in some other covenant or condition of said mortgage whereby said mortgage debt has become due and demandable, respectfully represents unto your Honors that under and by virtue of the power of sale contained in said mortgage, after giving bond with security approved by the Clerk of this Court for the faithful discharge of the trust so as aforesaid reposed in him by said Mortgage and as required by law, and giving twenty days notice of the time, place and terms of sale by advertisement published in the Marylander & Herald a newspaper printed and published in said Somerset County, once a week for three successive weeks before the day of sale, he did purusant to said notice attend at the Court House door on Tuesday the tenth day of March 1925, at about the hour of 2 P. M. and then and there proceed to sell said property to wit:

All that lot of land which was conveyed to the said Perry Wilson by Thomas Furniss and wife by deed dated the first day of November 1876, recorded among the land records of said Somerset County in Liber L. W. No. 16 folio 498, etc., and containing two and one half acres of land more or less, except so much thereof as was conveyed by the said Perry Wilson and wife to James Maddox by deed dated January 30, 1879.

All that lot of land whichbwas conveyed to the said Mariah Wilson, by Wesley Ford and wife by deed dated the 17th day of May 1890 and recorded among said land records in Liber H.F.L. No. 8 folio 49 etc., and containing eight acres more or less. being the first and third parcels of land mentioned and described in said mortgage and sold the same to William W. Fontaine, he being then and there the highest bidder therefor at and for the sum of six hundred and sixty five dollars ($665,00) and the said purchaser has complied with the terms of sale; and the Assignee further reports that he has distributed the proceeds of said sale as follows:

To R. Mark White, County Treasurer for taxes due on Mariah Wilson lot for years 1922-23-24	$19.52
" " " " " " " " Perry Wilson " " " " " "	33.24
To the Marylander and Herald for advertising sale	14.00
To The Somerset News, publishing order nisi	4.00
To W. Jerome Sterling, Clerk , costs of these proceedings.	10.50
To Miles & Myers, solicitor's fee	10.00
To George H. Myers, Assignee commissions per Chancery Rule	50.55
To B. C. Dryden, Auctioneer	2.00
To William W. and Charles M. Fontaine, taxes on the mortgaged property for the years 1913-14	41.36
To Hartford Accident & Indemnity Co., premium on Bond.	5.00
To William W and Charles M. Fontaine in full of their mortgage debt	459.84
To balance due Perry and Mariah Wilson, mortgagors	14.99
Total	$665.00

Respectfully submitted.

Geo. H. Myers, Assignee and Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 12th day of March, 1925, personally appeared before me Associate Judge of the Circuit Court for Somerset County, George H. Myers, Assignee and Trustee named in the aforegoing report, and made oath in due form of law that the matters and things stated in the aforegoing report of sale and distribution of proceeds thereof, are true to the best of his knowledge and belief and that the sale was fairly made.

Robt F. Duer, Judge.

Upon which said report the Circuit Court here passed the following order to wit:

George H. Myers. Ex Parte	)	No. Chancery
Under power in Mortgage from	)	In the Circuit Court
Perry Wilson and wife.	)	For Somerset County
		Maryland.

Ordered by the Circuit Court for Somerset County in Equity this 12th day of March, 1925 that the sale of the property mentioned in these proceedings and the distribution of the proceeds therefrom made and reported by George H. Myers, Assignee and Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of April, 1925, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County, once in each of three successive weeks before the 11th day of April 1925.

The report states the amount of sales to be Six Hundred and sixty five dollars ($665.00).

Robt F. Duer, Judge.

And now at this day to wit on the 1st May 1925 comes again into Court here the said trustee

and on motion of the said Trustee by his solicitor the Court here passed the following order:

George H. Myers Ex Parte under Power	)	No. Chancery
of Mortgage from Perry Wilson and wife.	)	In the Circuit Court
		For Somerset County
		Maryland.

Ordered by the Circuit Court for Somerset County in Equity this 1st day of May 1925, that the sale and distribution of proceeds thereof made and reported by George H. Myers Assignee and Trustee in the above cause, 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.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County, on the First Monday in May being the 4th day of the same Month in the year of Our Lord One thousand nine Hundred and twenty five.

Were Present. Hon John R. Pattison, Chief Judge

Hon. Joseph L. Bailey Asso Judge.

Hon. Robert F. Duer Asso Judge.

Luther Daugherty Sheriff. W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""""""""""""""""""

Be it remembered that heretofore to wit on the 11th September 1925 a certain James H. Cullen by Miles & Myers their solicitors exhibited and filed in the Circuit Court here a bill of complaint against William B. Moore and others which said bill of complaint is in the words following to wit:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore, Dora Marshall, Wilbert Moore, Bessie	)	For Somerset County
Copeland, George Moore, Frank Croswell, Randell J.	)	Maryland.
Croswell, Mensell T. Croswell, Herman W. Croswell,	)	
Bessie Croswell, Dorothy Croswell and Hilda Croswell.	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, who sues as well for himself as for all other creditors of Mary S. Moore, late of Somerset County deceased who will come in and contribute to the expense of this suit, complaining says:

First: That the said Mary S. Moore was in her life time indebted unto your orator in the full sum of Six Hundred dollars ($600.00) with interest from the sixth day of April, nineteen hundred and fifteen on a certain judgment entered against the said Mary S. Moore and William B. Moore in favor of the plaintiff in the Circuit Court for Somerset County, State of Maryland, on which said judgment and interest the following payments have been made, to wit:

June 17, 1916	$48.00	August 4. 1920	$40.00
April 20, 1918	30.00	December 27, 1920	50.00
September 11, 1918	70.00	January 23, 1922	54.00
November 15, 1919	40.00	May 30, 1922	100.00
January 16, 1920	50.00	January 15, 1923	80.00

January 5, 1924. $40.00.

Copy of the said Judgment with the aforesaid credits thereon entered is herewith filed as part hereof, marked Plaintiff's Exhibit "A".

Second: That the said Mary S. Moore being in her life time so indebted to your Orator and being seized and possessed of real estate situated in said Somerset County, departed this life on or about the twenty ninth day of June, nineteen hundred and eighteen, intestate, leaving surviving a husband, the defendant, William B. Moore, who is of full age and resides in said Somerset County, andthe following children and grand children, as her sole heirs at law, to wit:

A daughter, Dora Marshall, a son Wilbert Moore, a daughter, Bessie Copeland and a son George Moore, all of whom are of full age and reside in said Somerset County, except Wilbert Moore who resides on Long Island, in the stateof New York, but who is now visiting or sojourning in said Somerset County, also the following Grand-children, children of Roland Croswell, a daughter of the said Mary S. Moore, who predeceased her said Mother intestate, leaving surviving a husband Frank Croswell and the following children, all of whom are infants and reside in said Somerset County, namely, Randall J. Croswell, Bessie Croswell, Mensell T. Croswell, Herman W. Croswell, Dorothy Croswell and Hildra Croswell.

Third: That your orator is advised that the said Mary S. Moore left no personal estate of any value and no administration has ever been undertaken on any personal estate of the said Mary S. Moore and that your Orator and the other creditors of the said Mary S. Moore are entitled to have their

claims paid out of the real estate of the said decedent in the hands of her heirs at law as aforesaid.

TO THE END THEREFORE.

1st That the real estate of the said Mary S. Moore, deceased or so much thereof as may be necessary for the purpose , may be sold for the payment of the claim of your Orator and those of the other unsatisfied creditors of the said deceased.

2nd: That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your Orator a writ of subpoena directed to the said Dora Marshall, Wilbert Moore, Bessie Copeland, George Moore, William B. Moore and Frank Croswell all adults and all at present residing in said Somerset County and to Randall J. Croswell, Mensell T. Croswell, Herman W. Croswell, Bessie Croswell, Dorothy Croswell and Hildra Croswell all infants residing in said Somerset County, commanding them and each of them to be and appear either in person or by solicitor, in this Court on or before a certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed; also an order of publication, giving notice to the said Wilbert Moore of the state of New York, who is a non-resident of this state, of the object and substance of this bill and warning him to be and appear in this Court in person or by solicitor, on or before a certain day to be named therein. to show cause if any he has why a decree ought not to pass as prayed.

And as in duty bound etc.

Miles & Myers
Solicitors for Complainant.

Exhibit A referred to in the foregoing Bill is as follows:

James A. Cullen	)	In the Circuit Court
Vs.	)	For Somerset County
Mary S. Moore and William B. Moore.	)	January Term 1915.

Short Copy of Judgment No. 66 Apprs.

Damages $600.00.

Judgment April 6th 1915.

Interest from date.

Stay of execution until 2 April 1916. Exemption waived.

Test: W. Jerome Sterling, Clerk.

Credits.

June 17 1916	$48.00	August 4, 1920	$40.00
April 20, 1918	30.00	December 27, 1920	50.00
September 11 1918	70.00	January 23, 1922	54.00
November 15, 1919	40.00	May 30, 1922	100.00
January 16, 1920	50.00	January 15, 1923	80.00

January 5. 1924. $40.00.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here, the following order of Publication was issued to wit:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
Bessie Copeland et al.	)	For Somerset County
		Maryland.

The object of this suit is to procure a decree for a sale of the real estate situated in Asbury District. Somerset County, Maryland, of which Mary S. Moore deceased, died seized and possessed. The bill states that the said Mary S. Moore was in her life time indebted to the plaintiff on a certain judgment entered in behalf of the plaintiff for the sum of six hundred dollars ($600.00) with interest from the sixth day of April 1915, on which judgment certain payments have been made, as indorsed on copy of said judgment filed with the Bill of Complaint as "Exhibit" A"; that the said Mary S. Moore died on or about June 29, 1918, indebted to the plaintiff on said judgment, intestate, leaving a husband William B. Moore and the following children and grand-children as the sole heirs at law, namely; a daughter, Dora Marshall, a son, Wilbert Moore, a daughter, Bessie Copeland and a son George Moore, all of whom are of full age, also the following grandchildren, children of Roland Croswell, a

deceased daughter of the said Mary S. Moore, namely; Randall J. Croswell, Bessie Croswell, Mansell T. Croswell, Herman W. Croswell. Dorothy Croswell and Hildra Croswell, all of whom are infants and all of which said children and grand children reside in said Somerset County, Maryland, except Wilbert Moore who resides in the state of New York, and is a non resident of this State; that the said Mary S. Moore left no personal estate of any value and that it will be necessary to sell her real estate to satisfy the claim of the plaintiff and other creditors of the said Mary S. Moore. It is thereupon this sixth day of November ninteen hundred and twenty four by the Clerk of the Circuit Court for Somerset County in Equity ordered that the Plaintiff by causing a copy of this order to be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the sixth day of December next, give notice to the non-resident defendant of the object and substance of this bill warning him to be and appear in this Court in person or by solicitor on or before the twenty sixth day of December next, to show cause if any he has why a decree ought not to be passed as prayed.

W. Jerome Sterling, Clerk.

And thereupon in pursuance of the prayer in the foregoing billand by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To Dora Marshall, Wilbert Moore, Bessie Copeland and William B. Moore, Frank Croswell and George Moore. of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personall appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in October next to answer the complaint of James H. Cullen against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 1st day of September Anno Domini 1924.

Issued the 13th day of September Anno Domini 1924.

Per Order W. Jerome Sterling, Clerk.

At which said first Monday in October 1924 and the day of the return of the above recited writ, came into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in thewords following to wit:

Wilbert Moore and Bessie Copeland non est residue summoned severally and copy left with each.

Luther Daugherty Sheriff.

Maryland, Somerset County to wit:

The state of Maryland To Randall J. Croswell, Mensell T. Croswell, Herman W. Croswell, Bessie Croswell, Dorothy Croswell and Hildra Croswell of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in October next to answer the complaint of James H. Cullen against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland, the 1st day of September Anno Domini 1924.

Issued the 13th day of September Anno Domini 1924.

Per order. W. Jerome Sterling, Clerk.

At which said First Monday in October the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words folloigg, to wit:

Summoned severally and copy left with each defendant also copy of summons left with Frank Croswell father and custodian of said infant defendants, Luther Daugherty, Sheriff.

Maryland Somerset County to wit

The State of Maryland, To Bessie Copeland of Anne Arundel County Greeting: You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in December next to answer the complaint of James H. Cullen against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of November Anno Domini 1924.

Issued the 6th day of November Anno Domini 1924.

Per order W. Jerome Sterling, Clerk.

At which said First Monday in December the day of the return of the above retited writ, came again into Court here the said complainant by his solicitor and the Sheriff of Anne Arundel County John Bowie to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Summoned and copy left with Dr. Winterode Supt of Crownsville State Hospital and Bessie Copeland.

John Bowie, Sheriff.

And thereafter to wit on the 17th January 1925 the said complainant by his solicitor aforesaid filed in Court here a petition in the words followint to wit:

James H. Cullen	)	No. 3748 Chancery.
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		Maryland.

TO THE HONORABLE, the Judge of said Court:

The petition of James H. Cullen, plaintiff in the above suit, respectfully shows: That the defendants, Randall J. Croswell, Mensell T. Croswell, Herman W. Croswell, Bessie Croswell Dorothy Croswell and Hildra Croswell have been duly returned summoned to the bill of complaint in the above case, but being infants they cannot answer and defend this suit for themselves. Your petitioner therefore prays your honor to appoint a guardian ad litem to appear and snswer for said infants.

Ans as in duty bound.

Miles & Myers
Solicitors for Petitioner.

State of Maryland. Somerset County totwit:

I hereby certify, that on this 17th day of January, nineteen hundred and twenty five, before me the subscriber, one of the Judges of the Circuit Court for Somerset County in Equity, personally appeared George H. Myers, one of the above named Solicitors, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein set forth to the best of his knowledge and belief.

In Testimony whereof I have hereunto set my hand.

Robt F. Duer, Judge.

Ordered by the Circuit Court for Somerset County in Equity this 17th day of January, nineteen hundred and twenty five upon the aforegoing petition and affidavit, that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for Randall J. Croswell, Mensell T. Croswell, Herman W. Croswell, Bessie Croswell, Dorothy Croswell and Hildra Croswell infant defendants in the above suit.

Robt F. Duer, Judge.

And thereupon James R. Stewart as guardian specially appointed filed in Court here the following answer, to wit:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		Maryland

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The joint and several answer of Randall J. Croswell, Mensell T. Croswell, Herman W. Croswell, Bessie Croswell, Dorothy Croswell and Hildra Croswell by James R. Stewart, Guardian ad litem, duly appointed by order of this Court to the Bill of complaint of James H. Cullen against them and others in this Court exhibited.

These defendants being infants cannot admit any of the matters and things in said bill alleged, and submit their rights, thereunder to the protection of this Court.

And as in duty bound.

James R. Stewart,
Guardian ad Litem.

And thereafter the following petition was filed.

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County, Maryland.

The petition of James H. Cullen, plaintiff in the above suit respectfully shows:

That the defendant, Bessie Copeland has been duly summoned to appear to the Bill of complaint in the above case, but being non compos mentis and having no guardian or committee of her person or estate, she cannot appear and defend this suit for herself.

Your petitioner therefore prays your honor to appoint a Guardian ad litem to appear and answer for said defendant.

Miles & Myers,
Splicitor for Petitioner.

State of Maryland. Somerset County to wit:

I hereby certify that on this 17th day of Jamuary nineteen hundred and twenty five before me the subscriber ane of the Judges of the Circuit Court for Somerset County in Equity, personally appeared George H. Myers one of the above named Solicitors and madeoath in due form of law that the matters and facts set forth on the foregoing petition are true as therein set forth to the best of his knowledge and belief.

Robt F. Duer, Judge.

And thereupon the Court here passed the following order.

Ordered by the Circuit Court for Somerset County in Equity this day of January nineteen hundred and twenty five upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for Bessie Copeland, defendant non compos mentis in the above case.

Robert F. Duer, Judge.

Answer of Guardian Ad Litem specially appointed.

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County, Maryland

The answer of Bessie Copeland, defendant in the above case, who is non compos mentis, by James R. Stewart Guardian ad litem, duly appointed by order of this Court to the Bill of Complaint of James H. Cullen against her and others in this Court exhibited.

This defendant being non compos mentis cannot admit any of the matters and things in said bill alleged and submits her rights thereunder to the protection of this Court.

And as in duty bound.

James R. Stewart,
Guardian ad litem.

And thereafter to wit on the 17th day of January 1925 the following decree pro confesso was filed:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		Maryland.

It appearing from the proceedings in this cause that the defendants George Moore, William B. Moore Dora Marshall and Frank Croswell have been duly summonedto appear to the Bill of Complaint and have failed to appear thereto and answer said bill.

It is thereupon this 17th day of January nineteen hundred and twenty five by the Circuit Court for Somerset County, in Equity, adjudged , ordered and decreed that said bill of complaint be,

and the same is hereby taken pro confesso against said defendants and each of them, and it is further ordered that that depositions be taken before one of the standing examiners of this Court in support of the allegations of the bill.

Robt F. Duer, Judge.

And thereafter on the 17th day of January 1925 the following Decree Pro confesso was filed.

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		Maryland.

It appearing from the proceedingsin this cause that the order of publication, heretofore issued therein, has been duly published in the Crisfield Times, a newspaper printed and published in Crisfield in said Somerset County, as prescribed by said order and the defendant Wilbert Moore having failed to appear either in person or by solicitor and answer the Bill of Complaint therein filed against him

It is thereupon this 17th day of January nineteen hundred and twenty five by the Circuit Court for Somerset County in Equity, adjudged ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against said non resident defendant, and it is further ordered that depositions be taken beforeone of the standing Examiners of this Court in support of the allegations of the bill. Robt F. Duer, Judge.

And thereafter to witnon the 30th January 1925, Harry C. Dashiell, Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony umder the foregoing order, made return thereof of certain testimony by him taken, in the words following, to wit:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		Maryland.

In the above entitled cause, an order having been passed for the taking of testimony before one of the standing Examiners of this Court, to support the allegations of the Bill of Complaint, I Harry C. Dashiell one of the standing Examiners for the Circuit Court for Somerset County in Equity, duly appointed and qualified do hereby certify that on Tuesday the twentieth day of January, nineteen hundred and twenty five at the office of Miles & Myers in Princess Anne Maryland, beginning at the hour of 2;30 P. M. I did take the following testimony, that is to say:

James H. Cullen, a witness of lawful age, produced by the plaintiff, having been first duly sworn deposes and says:

1 Q. State your name, age, residence and occupation?

1 A. James H. Cullen, age 65 years, residence Asbury District, Somerset County, Maryland, I am a farmer.

2Q. Do you know the parties to this suit? How many children andgrandchildren are there?

2A. I am the plaintiff. I know William B Moore, Dora Marshall, Wilbert Moore, Bessie Copeland, George Moore and Frank Croswell, but I can't say that I know the six Croswell children. I have been to the house and seen them but I don't know them personally.

3Q. Did you know Mary S. Moore in her lifetime. Is she living or dead? Did she leave a will. And if not who are her heirs at law?

3A I did know her. She is dead. She died on the 29th day of June, 1918, I have learned. She left no will but left surviving her as her sole heirs at law a husband. William B. Moore, who is of full age and reside in Somerset County, Maryland, andthe following children and grandchildren, Dora Marshall, a daughter and George Moore a son, both of whom are of full age and reside in Somerset County; Bessie Copeland, a daughter who is insane and is confined in the Maryland State Hospital at Crownsville, and who isalso of full age, Wilbert Moore, a son who is of full age and resides on Long Island in the state of New York; also six grandchildren, Randall Croswell,

Mensell Croswell, Herman Croswell, Bessie Croswell, Dorothy Croswell and Hildra Croswell, all being children of Roland Croswell, a daughter of the said Mary S. Moore who died before her said Mother. The six Croswell children are minors, under theage of twenty one and reside with their father. Frank T. Croswell in said Somerset County.

4Q. What real estate if any, did the said Mary S. Moore own at the time of her death?

4 A. She owned a house and lot of about one half acre or a little more, located on the county road leading from Asbury Church to Apes Hole in Asbury District. It adjoins my land on the south and on the North and east by J. W. Parker and on the west by the said road. The house is a six room two-story frame house, with kitchen attached andin fair condition of repair. The whole property is worth about $800.00.

5Q. What personal estateif any, did the said Mary S. Moore leave?

5A. She left nothing to amount to anything and there was never any administration of her personal estate.

6Q. You have charged in your bill of complaint that Mary S. Moore was indebted to you on a judgment Will you look at the paper here shown you andstate what it is?

6A. That is the true copy of the judgment which I obtained against Mary S. Moore and her husband on a note which they had given me, and this copy was given to me by the Clerk of the Court at the time of the judgment was entered. They have made paymentson the judgment since it was entered namely, April 6, 1915, and all of the payments which have been made are credited on this copy of judgment. The balance due on the judgment according to my calculation, after entering the last credit on January 5th, 1924, is two hundred andforty two dollars andfourteen cents ($214.14) with interest from said January 5th, 1924, (The plaintiff here filed with the Examiner to be used as evidence in this cause, the copy of judgment referred to which wasfiled with the bill of complaint MARKED "Exhibit A".

Courts question here asked witness to which witness answers, "Nothing Else".

Harry C. Dashiell, Examiner. James H. Cullen

George P. Tyler, a witness of lawful age produced by the plaintiff having been duly sworn, deposes and says:

1Q. State your name, agem residence and occupation?

1A. George P. Tyler; age 52; residence Asbury District, Somerset County, Maryland, occupation sea food dealer.

2Q Do you know the parties to this suit.

2A I know William B. Moore, Dora Marshall, Wilbert Moore, Bessie Copeland and George Moore, but I don't know the Croswells.

3Q. Did you know Mary S. Moore in her lifetime. Is she living or dead? If dead, when and where did she die, did she leave any will and who are her heirs at law?

sA. I did know Mary S. Moore. She died sometime age, I don't know the date in Asbury District, this county. She left no will that I have ever heard of, but left surviving as her heirs at law, her husband. William B. Moore, a daughter, Dora Marshall. a son George Moore, both of whom are of full age and reside in Somerset County, a daughter Bessie Copeland, who is of full age and is confined at the State Hospital for the insane in Anne Arundel County, and a son Wilbert Moore who is of full age and lives away from her somewhere. Mary S. Moore also left some grandchildren of a deceased daughter, Roland Croswell, but I do not know these children,

4Q. Do you know what real estate if any, Mary S. Moore owned at the time of her death?

4A. I understand she owned the place where she lived. It is a house and lot on the county road leading from Asbury Church to Ape Hole Creek, containing about one half acre of land with a two story six room frame house. It adjoins the land of John W. Parker on the North and east, James H. Cullen on the south and the county road on the West. It wuht to be worth one thousand dollars anyway, or twelve hundred.

Witness in answer to Court's question replies, "No I don't know of anything.

Harry C. Dashiell, Examiner. George P. Tyler.

Frank Croswell, a witness of lawful age produced by the plaintiff, having been duly sworn, deposes and says:

1Q. State your name, age, residence and occupation?

1A. Frank Croswell age 44 residence near Hopewell, am a farmer.

2Q. Did you know Mary S. Moore in her lifetime? Is he living or dead? if dead, when and where did she die? Did she leave a will and who are her heirs at law?

2A. I did know Mary S. Moore I married her daughter. She is dead. She died at the hospital in Crisfield about seven years ago. I do not know the date exactly. She left no will but left as her sold heirs at law the following children and grandchildren; Dora Marshall, a daughter, George Moore a son both living in this County; Bessie Copeland a daughter who is of full age but who is insane and is confined in the Maryland State Hospital at Cronsville; Wilbert Moore, a son who is of full age and who resides on Long Island, State of New York, also my six children, who are the children of Mary Roland Croswell, who died before her mother Mary S. Moore, namely, Randall Croswell, Mensell Croswell, Herman Croswell, Bessie Croswell, Dorothy Croswell and Hildra Croswell all of whom are minors under the age of twenty one years and live with me in Somerset County. All of the aforementioned heirs at law of the said Mary S. Moore are known to me and she left no other heirs at law beside the ones I have named.

3Q. What real or personal estate did the said Mary S. Moore own at the time of her death?

3A. Sje left no personal estate of any value, no more than a house and lot there was never any administration on her estate. The house and lot where she lived and which she owned at the time of her death contains about one half acre of land improved by a six room, two story frame house, with kitchen attached. It is located on the east side of the county road leading from Asbury Church to Apes Hole in Asbury District, in this county. It is worth about fifteen hundred dollars ($1500.00) in my opinion.

Witness in reply to Court's question says "No Sir".

Harry C. Dashiell Examiner. Frank Croswell.

No further witness having been produced to me to be examined I hereby return the aforegoing depositions to Court, closed under my hand and seal, and certify that theannexed bill of costs is correct.

Given under my hand and seal this twenty ninth day of January nineteen hundred and twenty five.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

George P. Tyler, Witness fee and mileage	$1.75
Frank Croswell, witness fee and mileage	1.75
Harry C. Dashiell, Examiner's fee.	4.00
Total.	$7.50

And thereafter to wit on the 17th February 1925, the Circuit Court here passed the following decree in the premises to wit:

James H. Cullen	)	In the Circuit Court
Vs,	)	For Somerset County
William B. Moore et al.	)	No. 3745 Chancery

The above cause having been submitted the proceedings therein were by the Court read and considered.

It is thereupon this 17th day of February in the year 1925, by the Circuit Court for Somerset County adjudged ordered and decreed that the property in the proceedings mentioned be sold and that George H. Myers of aid Somerset County be and he is hereby appointed Trustee to make sale that the course and manner of his proceedings shallbe as follows: He shall firs file with the Clerk of this Court a bohd 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 Two Thousand ($2000.00) dollars conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in himby any future decree or order in the premises he shall then

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proceed to make the said sale having given at least three week's notice by advertisement, inserted in such weekly newspaper or newspapers published in said Somerset County as he shall think proper of the time place manner and terms of sale which shallbe one third cash on day of sale one third in six months and the balance in twelve months from said date or all cash at the option of the purchaser the credit portions if any to bear interestfrom day of sale and to be secured by the bond of the purchaser with security to the satisfaction of the said trustee and soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular report 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 the said Trustee shall by a good and sufficient deed to be executed acknowledge and recorded, according to lawm convey to the purchaser or purchasers his her or their heirs or assigns the property and estate to him her or them sold, free clear and discharged from all claims of the parties hereto 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 the Court after deducting costs of this suit and such commissions to the said Trustee as this Court shall thing proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust and at the time of advertising said sale the aid trustees shall also give notice to all creditors of the said Mary S. Moore to file their claims duly authenticated with the Clerk of this Court on or before the 1st day of April 1925.

Robert F. Duer.

And thereupon the said Geo. H. Myers Trustee filed in Court here a bond in the words following: KNOW ALL MEN BY THESE PRESENTS, that we George H. Myers as principal and Hartford Accident and Indemnity Co., a body corporate as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand dollars ($2000.00) to be paid to the said state or its Certain Attorney to which payment well andtruly to be made, we bind ourselves and each of us, our and each of our heirs, executers and administrators, jointly and severally firmly by these presents sealed with our seals and dated this seventeenth day of February, nineteen hundred and twenty five. Whereas the above bounden, George H. Myers, by virtue of a decree of the Circuit Court for Somerset County in Equity, has been appointed Trustee to sell the property mentioned in the proceedings in the suit of James H. Cullen versus William B. Moore et al now pending in said Court the same being No. 3745 on the docket thereof.

Now the condition of the obligation is such that if the above bounden George H. Myers, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further 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.

Witness Hannah Anderson. Geo. H. Myers, (SEAL).

Hartford Accident and Indemnity Co.

By Geo. H. Myers, Attorney in fact.

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 24th March 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		In Equity.

To the Honorable the Judge of the Circuit Court for Somerset County in Equity:

The report of George H. Myers Trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned respectfully shows: that after giving bond with security for the faithful discharge of the trust as required by said decree, and giving notice

of the time, place, manner and terms of sale by advertisement in the Crisfield Times a paper printed in said Somerset County once a week for three successive weeks before the day of sale he did pursuant to said notice attend in front of the Post Office at Crisfield, Maryland, on the twenty first day of March in the year nineteen hundred and twenty five at about three O'clock P.M. and then andthere did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows:

All that lot of land containing one half acre more or less, of which Mary S. Moore died seized and possessed, lying and binding on the east side of the County road leading from Asbury Church to Apes Hole in Asbury District, adjoining the land of James H. Cullen on the south and the land of J. W. Parker on the North and east.

And sold the same to James H. Cullen of said Somerset County he being then and there the highest bidder therefor at the sum of twelve hundred and twenty five dollars ($1225.00) and said purchaser has complied with the terms of sale.

Respectfully submitted

Geo. H. Myers, Trustee.

State of Maryland, Somerset County Sct:

On this twenty fourth day of March nineteen hundred and twenty five personally appeared before me Clerk of the Circuit Court for Somerset County aforesaid, George H. Myers Trustee named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling,
Clerk of the Circuit Court for Somerset County.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

James H. Cullen	)	No. 3745 Chancery
Vs.	)	In the Circuit Court
William B. Moore et al.	)	For Somerset County
		In Equity.

Ordered that the sale of property mentioned in these proceedings made and reported by George H. Myers Trustee aforesaid be ratified and confirmed unless cause to the contrary thereof be shown on or before the twenty fourth day of April 1925, provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the twenty fourth day of April 1925.

The report states the amount of sales to be $1225.00.

W. Herome Sterling, Clerk.

And now at this day to wit on the 4th May 1925 comes again into Court here the said complainant by his solicitor aforesaid andon motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

James H. Cullen	)	In the Circuit Court
Vs.	)	In Equity
William B. Moore et al.	)	For Somerset County.

Ordered by the Court this 4th day of May 1925, that the sale made and reported by the Trustee aforesaid be and the same 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robert F. Duer.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, ,Clerk.

Be it remembered that heretofore to wit On the 9th February 1925 a certain J. Stanley Adams et al of Somerset County and state of Maryland by nEdgar A. Jones his solicitor exhibited and filed in the Circuit Court here a certain Mortgage executed and delivered to J. Stanley Adams et al from Edw Stevenson and wife of said county and state which said copy of Mortgage is in the words following to wit:

THIS MORTGAGE, made this 26th day of September in the year nineteen hundred and twenty three by Edward Stevenson and Stevenson his wife of Somerset County and state of Maryland, Witnesseth: Whereas the said Edward Stevenson and Cora R. Stevenson his wife are justly and bona fide indebted unto Samuel J. Adams and J. Stanley Adams in the full of eight hundred and fifty dollars ($850.00) and have given therefor their bill obligatory of even date herewith, payable to the said Samuel J. Adams and J. Stanley Adams, their personal representatives and assigns, one year after date with interest from date, to better secure the payment of which said sum and interest when andas the same shall become due and payable these presents are executed.

Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of one dollar ($1.00) the said Edward Stevenson and Stevenson his wife do grant and convey unto the said Samuel J. Adams and J. Stanley Adams of said Somerset County, their heirs and assigns, all that lot or parcel of land situate in Brinkley's Election District, in said Somerset County on the north side of the New York, Philadelphia and Norfolk Railroad, leading from Marion to Kingston and about one quarter of a mile up said railroad northward from Marion Station, adjoining the land of the said Edward Stevenson, containing five acres more or less, and being more particularly described by metes and bounds, courses and distances in a deed to Robert H. Martin, from Mary H. Miles et al., recorded among the land records of said Somerset County in Liber O.T.B. No. 28 folio 184 and being the same and all the land that was conveyed to the said Edward Stevenson by deed from James E. Holland and wife dated evenly herewith and intended to be delivered and recorded among the land records of said Somerset County simultaneously with this mortgage, to which said deed and all the references therein contained special reference is hereby made as part hereof for a more full and particular description of the land and premises hereby mortgaged.

Second: All that lot or parcel of land containing three acres more or less, located on the southwest side of the aforesaid railroad and northeast of the village of Marion as aforesaid, being a part of the Benjamin Lankford tract which was conveyed to the said Edward Stevenson by T. W. Taylor and others by deed dated June fourteenth, nineteen hundred and recorded among the said land records in Liber O.T.B. No. 28 folio 453.

Third: All that lot or parcel of land containing three and three quarters acres more or less, lying on the southwest wide of the said railroad described as lot No. 11 as laid down on plat filed with the deed from Isaac H. Coulbourn to Samuel J. Scarborough, recorded among the said land records in Liber O.T.B. NO. 40 folio 259 which said land was conveyed to Edward Stevenson by the said Isaac H. Coulbourn and wife by deed dated July tenth nineteen hundred and seven and recorded as aforesaid in Liber S.F.D. NO. 47 folio No. 533.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefitnof the said Mortgagees their heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto thesaid Mortgagors the aforesaid sum of money with interes t as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part tobe performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every king, levied or assessed or to be levied or assessed on said hereby mortgaged property,

which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said Edward Stevenson and Stevenson his wife do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them at the time limited for the payment of the same or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable; and it shall be lawfulfor the Mortgagees their personal representatives or assigns or Joshua W. Miles or George H. Myers, their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in said Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment ofall expenses incident to such sale including a reasonable attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagees their personal representatives and assigns under this mortgage whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to thesame; and in the event of said mortgaged property, or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least dollars and to cause the policy to be affected thereunto to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgaged personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to kkep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Edward H. his mark Stevenson (SEAL).

Aurelia B. Lawson. Cora R. her mark X Stevenson (SEAL).

State of Maryland. Somerset County to wit:

I hereby certify that on this 26th day of September in the year nineteen hundred and twenty three before me the subscriber a Notary Public of the state of Maryland, in and for the County aforesaid personally appeared Edward Stevenson and Cora R. Stevenson his wife the mortgagors named in the foregoing mortgage and each of them acknowledged the foregoing mortgage to be their act and deed, and at the same time and place also personally appeared before me Samuel J. Adams

and J. Stanley Adams of said Somerset Co. and made oath in due form lf law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and Notarialseal the day and year above written.

Aurelia B. Lawson. Notary Public.

Received for record 1st October 1923 and recorded in Liber W.J.S. NO. 88 folio 192&c., one of the land Records of Somerset County

Per W. Jerome Sterling, Clerk.

For value received and for the purpose of foreclosure we hereby assign the within mortgage to Edgar A. Jones. Witness our hands and seals this 6th day of February 1925.

Witness: L. Q. Powell J. Stanley Adams (SEAL).

S. J. Adams (SEAL).

Filed for record 9th February 1925 and recorded in Liber W.J.S. No. 88 folio 193.

Test: W. Jerome Sterling, Clerk.

And whereupon the said Edgar A. Jones Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we, Edgar A. Jones, of Somerset County and state of Maryland, as principal and the American Surety Company of New York, a body corporate duly incorporated as surety are held and firmly bound unto the said State of Maryland, in the full and just sum of One Thousand dollars ($1000.00) to be paid to the said state of Maryland, or its certain attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, firmly by these presents sealed with our seals and dated this 2nd day of February 1925.

Whereas the above bounden Edgar A. Jones by virtue of the power contained in a certain mortgage from Edward H. Stevenson and Cora R. Stevenson bearing date the 26th day of September, 1923, and recorded among the land records of said Somerset County in Liber W.J.S. No. 38 folio 192 etc., and assigned to said Edgar A. Jones by J. Stanley Adams and another for purposes of foreclosure by assignment dated the 6th day of February 1925, and recorded among said records in Liber W.J.S. No. 88 folio 193 etc., is about to sell the land and premises described in said mortgage default having been made in the payment of the money specified and in the conditions and covenants therein contained.

Now the condition of the above obligation is such that if the abovebounden Edgar A. Jones do and shall well and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and perform any order or decree which shall be made by any Court of Chancery in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof we have hereunto set our hands and affixed our seals the day and year above written.

Edgar A. Jones (SEAL).

Test as to E.A.J.
James B. Sterling
Test as to H.C.D.
James B. Sterling
Test as to E.B.P.
James B. Sterling,

Corporate Seal.

AMERICAN SURETY COMPANY OF NEW YORK.

Harry C. Dashiell, Attorney.

Countersigned by Earle B. Polk, Countersigner.

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 14th March 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit as aforesaid filed are in the words following to wit:

Edgar A. Jones, Ex Parte, trust created by mortgage from Edward Stevenson and Cora R. Stevenson to S. James Adams and J. Stanley Adams and assigned to the said Edgar A. Jones.	)	No. 3777 Chancery In the Circuit Court For Somerset County.

To the Honorable the Circuit Court for Somerset County, In Equity:

The report of Edgar A. Jones assignee of a mortgage from Edward Stevenson and Cora R. Stevenson his wife to S. James Adams and J. Stanley Adams dated the 26th day of September , 1923. recorded among the land records of Somerset County in Liber W.J.S. No. 88 folio 192 etc., and assigned to the said Edgar A. Jones by assignment dated this 6th day of February, 1925, recorded among said records in Liber W.J.S. No. 88 folio 192 etc., respectfully represents.

That after default had occurred in the conditions and covenants of said mortgage and after having filed a bond with approved security in the Circuit Court for Somerset County as required by law, conditioned for the faithful performance of the trust reposed in him and by said mortgage, and after having given at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in The Crisfield Times, a weekly newspaper printed in Somerset County, and by hand bill posted at the Court House door in Princess Anne Maryland, he did in pursuance of said notice attend at the Post Office door in Marion Station Maryland, on Friday the sixth day of March 1925, at or about the hour of 2 O'clock P. M. and then and there by virtue of the power and authority conferred upon him in and by said mortgage proceed to sell the real estate conveyed by said mortgage as follows:

He offered first all that lot or parcel of land in Brinkleys Election District, Somerset County Md., containing five acres more or less being the same and all the land that was conveyed to the said Edward Stevenson by deed from James E. Holland and wife dated September 26th 1923, and recorded among the land records of Somerset County and sold the same to S. James Adams and J. Stanley Adams, they being the highest bidders therefore at and for the sum of four Hundred dollars.

He offered second all that lot or parcel of land containing three acres more or less, located in said Brinkleys District being a part of the Benjamin Lankford tract which was conveyed to the said Edward Stevenson by T. W. Taylor and others by deed dated June 14th, 1900, and recorded among the land records of said county in Liber O.T.B. NO. 28 folio 453. and all that lot or parcel of land containing three and three quarters acres moreor less situate in said District which was conveyed to the said Edward Stevenson by Isaac H. Colbourne and wife by deed dated July 10th 1907, and recorded among the land records of said county in Liber S.F.D? NO. folio 533 and sold the same to S. James Adams and J. Stanley Adams, they being the highest bidders therefor at and for the sum of $550. Five Hundred and fifty dollars. The total amount of thesale being nine hundred and fifty dollars for which the purchasers have complied with the terms of the sale to the satisfaction of the Trustee.

All of which is respectfully submitted.

Edgar A. Jones,
Assignee of said Mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 13 day of March in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Edgar A. Jones, the assignee mentioned in the foregoing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge information and belief and that thesale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

Edgar A. Jones, Ex Parte	)	No. 3777 Chancery
under power in mortgage from Edward	)	In the Circuit Court
Stevenson and Cora R. Stevenson.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County in Equity this 13th day of March 1925, that the sale of property mentioned in these proceedings made and reported by Edgar A. Jones Assignee and Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of April, 1925, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County, once in each of three successive weeks before the 11th day of April 1925,.

The report states the amount of sales to be nine hundred and fifty dollars ($950.00)

W. Jerome Sterling, Clerk.

And now at this day to wit on the 28th day of May 1925, comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Edgar A. Jones exparte under power	)	No. 3777 Chancery
in mortgage from Edward Stevenson and Cora E.	)	In the Circuit Court
Stevenson.	)	For Somerset County.

It having been proved to the Court that a copy of the preceding order Nisi has been published according to its provisions and no exceptions having been filed, and no cause to the contary having been shown, it is this 28th day of May 1925, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of Edgar A. Jones, assignee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

nnnn

of whom are of full age and reside in said Somerset County; the defendant Louise Bedsworth a daughter who intermarried with the defendant Harold Bedsworth, both of whom are of full age and reside in said Somerset County; the defendant, Preston McDaniel a son, who is unmarried and reside in said Somerset County, and Myra McDaniel, a daughter unmarried, who resides in said Somerset County, both of whom being of full age.

Third: That a partition of said property among the parties entitled thereto, according to the several interests therein as aforesaid can not be made without loss or injury to them and it would therefore be for the benefit and to the advantage of said parties to sell said real estate and to divide the proceeds thereof among said parties according to their several interests therein.

TO THE END THEREFORE:

(a) That a decree may be passed by this Court for a sale of said real estate and a division of the proceeds thereof among the parties entitled thereto according to their several interests therein.

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

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Alice Bozman, Mary Heath and Thomas Heath, her husband, Russell McDaniel and Hattie F. McDaniel his wife Willie McDaniel and Lulu D. McDaniel his wife Louise Bedsworth and Harold Bedsworth her husband Preston McDaniel all adults and all residing in said Somerset County state of Maryland, and to Florence Riles and Ernest Riles, her husband, adults residing in Wicomico County, Maryland, and to Eddie McDaniel and Cecie McDaniel his wife, George McDaniel and Lida H. McDaniel his wife and Myra McDaniel all adults residing in said Baltimore City, Maryland, commanding them and each of them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc.

Harry C. Dashiell
Solicitor for Plaintiff.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland. Somerset County wo wit:

The state of Maryland. To Florence Riles, Ernest Riles of Wicomico County Greeting.

You are hereby commanded that all excuses anddelays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ida Bedsworth and Richard Bedsworth her husband against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland. the 5th day of January Anno Domini 1925.

Issued the 19th day of February Anno Domini 1925.

Per Order W. Jerome Sterling, Clerk.

At which said first Monday in March the day of the return of the above recited writ came again into Court here the said complainant by the solicitor and the Sheriff of Wicomico County to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Non est. G. M. Phillips, Sheriff.

Maryland, Somerset County to wit:

The state of Maryland To. Willie McDaniel, Lulu D. McDaniel, Louise Bedsworth, Harold Bedsworth Preston McDaniel of Somerset County, Greeting:

You are hereby commanded that all excuses and delsys set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the First Monday in March next to answer the complaint of Ida Bedsworth and husband against you and others in the said Court exhibited. Hereof fail not at your peril.

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Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 19th day of February Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday inMarch the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy left with each defendant.

Luther Daugherty, Sheriff.

Maryland Somerset County to wit:

The state of Maryland to Eddie McDaniel, Cecie McDaniel, George McDaniel Lida H. McDaniel, Myra McDaniel of Baltimore City Greeting:

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in Marchnext to answer the complaint of Ida Bedsworth, Richard Bedsworth her husband against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 19th day of February Anno Domini 1925.

Per Order W. Jerome Sterling Clerk.

At which said first Monday in March and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City John S. Potee, to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Summoned Omnes and a copy of the process left with each defendant.

John E. Potee, Sheriff.

Maryland, Somerset County to wit:

The state of Maryland To Alice Bozman, Mary Heath, Thomas Heath, Russell McDaniel, Hattie F. McDaniel of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ida Bedsworth and Richard Bedsworth her husband against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 19th day of February Anno Domini 1925.

Per order W. Jerome Sterling, Clerk;

At which said first Monday in March and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Maryland, Somerset County to wit:

The state of Maryland To Alice Bozman , Mary Heath, Thomas Heath Russell McDaniel, Hattie F. McDaniel of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ida Bedsworth and Richard

Bedsworth her husband against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 19th day of February Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in March and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service and made return hereof to the Court herein the words following to wit.

Summoned severally and copy left with each defendant.

Luther Daugherty. Sheriff.

And thereafter on the 10th March 1925 the following answer was filed.

Ida Bedsworth and Richard Bedsworth	)	No. Chancery
Vs.	)	In the Circuit Court
Alice Bozman et als.	)	For Somerset County
		In Equity.

The ans wers of May Heath and Thomas Heath her husband Eddie McDaniel and Cecie McDaniel his wife, Florence Riles and Ernest Riles her husband, George McDaniel and Lida H. McDaniel, his wife, Russell Mc. Daniel and Hattie F. McDaniel his wife, Willie McDaniel and Lulu D. McDaniel his wife, Louise Bedsworth and Harold Bedsworth, her husband, Preston McDaniel and Myra McDaniel to the bill of complaint filed in this cause against them, respectfully shows: That they and each of them whose named are signed hereto admit the matters and facts stated in said bill of complaint and consent to the passage of such decree as may be right and proper in the premises and further state that each of said parties whose named are signed hereto are of full age and of twenty one years except Myra McDaniel sho is eighteen years of age.

Test as to Geo. McDaniel. L.McDaniel
Florence Riles, E. Riles, Preston McD.
May Heath and Russell McD.
Harry C. Dashiell.
Test by Russell McDaniel.

Test as to Thos Heath, Hattie McD.
Eddie McDaniel, Cecie McD. Willie
McDaniel, Lulu McDaniel, Louise
Bedsworth, Harold Bedsworth,
and Myra McDaniel:
Clayton Laird.

George M. McDaniel
Lyda E. McDaniel
Florence A. Riall
Ernest A. Riall
Preston McDaniel
Mae Heath
Thomas Heath
Russell MCDaniel
Hattie McDaniel
Edw. McDaniel
Cecie McDaniel
Lula McDaniel
Willie McDaniel
Louise Bedsworth
Harold Bedsworth
Myra McDaniel.

And thereafter to wit on the 13th March 1925 the aid complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

Ida Bedsworth et als.	)	No. 3783 Chancery
Vs.	)	In the Circuit Court
Alice Bozman et als.	)	For Somerset County Md.
		In Equity.

To the Honorable the Judges of said Court:

The petition of Ida Bedsowrth, by Harry C, Dashiell her attorney respectfully represents: That the said Myra McDaniel, defendant in the above entitled cause, has been duly returned summoned but being an infant she cannot answer and defend this suit for herself.

Your petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant. And as in duty bound etc.

Harry D. Dashiell
Plaintiff's Solicitor.

State of Maryland, Somerset County to wit:

I hereby certify that on this 13th day of March, 1925, before me the subscriber, Judge of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, attorney in the above entitled cause for said plaintiff and made oath in due form of law that the matters and facts contained and stated in the aforegoing petition are true to the best of his knowledge and belief. Robert F. Duer, Judge.

Ordered this 13th day of March 1925, by the Circuit Court for Somerset County, in Equity upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for said Myra McDaniel infant defendant in the above cause.

Robt F. Duer, Judge.

And thereupon the said James R. Stewart Guardian ad litem aforesaid specially appointed filed in Court here the following answer to wit:

The answer of Myra McDaniel, infant by James R. Stewart guardian ad litem duly appointed by order of this Court, to the bill of complaint of Ida Bedsworth and another against her and others in this Court exhibited.

This defendant being an infant can not admit any of the matters and things in said bill alleged and submit here rights thereunder to the protection of this Court.

And as in duty bound etc.

James R. Stewart, Guardian ad litem.

Answer of Alice Bozman consenting to sale of Dower interest.

Ida Bedsworth and Richard Bedsworth	)	No. Chancery
her husband.	)	In the Circuit Court
Vs.	)	For Somerset County
Alice Bozman et als.	)	In Equity.

To the Honorable the Judges of said Court:

The answer of Alice Bozman defendant in the above entitled cause, against herself and other in this Court exhibited, respectfully represents:

That she is the widow of the late George W. McDaniel, deceased and that her said husband departed this life November 2nd 1911,

That she has a dower interest in the land proposed to be sold in this cause, the same being a tract of woodland, containing about eight acres, more or less; and that she hereby consents to the sale of said real estate fee and clear of her dower interest therein and consents to take such portion of the proceeds of said sale as is now allowed by law to her as a widow aforesaid.

Test: George M. McDaniel Alice Bozman

And thereafter on the 25th Marcy 1925 the plaintiff by their solicitor filed the following petition and order of Court.

Ida Bedsworth and husband.	)	No. Chancery
Vs.	)	In the Circuit Court
Alice Bozman et als.	)	For Somerset County
		In Equity.

To the Honorable the Judges of said Court:

The petition of Ida Bedsworth and Richard Bedsworth her husband Plaintiffs in the above entitled cause respectfully represents.

That it appears from the proceedings in said cause that the defendant, Alice Bozman, May Heath and Thomas Heath, her husband, Eddie McDaniel and Cecie McDaniel, his wife, Florence Riall and Ernest Riall, her husband, George McDaniel and Lida McDaniel his wife, Russell McDaniel and Hattie F. McDaniel his wife Willie McDaniel and Lulu D. McDaniel, his wife Louise Bedsowrth and Harold Bedworth her husband and Preston McDaniel are all adults and have appeared and answered

insaid cause and that the said Myra McDaniel , an infant has been duly summoned to appear in said cause and has appeared and answered by guardian ad litem duly appointed by this Court.

Your petitioners therefore respectfully represent that they desire to take testimony in this cause and pray that leave be granted them to do so before one of the standing examiners of this Court.

Harry C. Dashiell,
Solicitor for Plaintiffs'

Ordered this 14th day of March, 1925, by the Circuit Court for Somerset County, in Equity that leave be granted to the parties to this cause to take testimony, as prayed, before any one of the standing examiners of this court.

Robt F. Duer, Judge.

And afterward to wit on the 25th March 1925, F. Douglass Sears examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain testimony by him taken in the words following to wit:

Ida Bedsworth and husband	No. 3783 Chancery
Vs.	In the Circuit Court
Alice Bozman and others.	For Somerset County
	In Equity.

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the Bill of Complaint, I, F. Douglass Sears, a standing examiner of said Court duly qualified do hereby certify that at theoffice of Harry C. Dashiell, in Princess Anne Maryland, on Wednesday the 25th day of March 1925, I did take the following depositions that is to say:

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

Ans. Ida Bedsworth, Age, 46 years residence, Champ, Somerset County Maryland, occupation housewife.

Int 2. Do you know the parties to this suit, if so how long have you known them and where do they reside .

Ans. Yes I know all the parties to this suit and have known them all their lives. I am the plaintiff and the other plaintiff, Richard Bedsworth is my husband, The defendant Alice Bozman, is my step mother and the other defendants are my half brothers and sisters and their husbands and wives, They all live in Somerset County, Maryland, except Eddie McDaniel and his wife, George McDaniel andhis wife and Myra McDaniel, and Florence Riall and husband who live in Wicomico County, Md.

Int 3. Did you know George W. McDaniel in his life time. If so is he living or dead. If dead, when and where did he die. Did he or not die intestate and who are his heirs at law?

Ans. I did know George W. McDaniel He was my father, He id dead and died at his home at Champ in this county on November 2, 1911. He left no last will and testament but left surviving him a widow, the defendant, Alice McDaniel, Now Alice Bozman (who has again married since the death of my father) who is an adult and resides in said Somerset County, and the following children, viz Myself the plaintiff, a daughter who intermarried with the Plaintiff, Richard Bedsworth, both of whom are of full age and reside in said Somerset County, the defendant, May Heath, a daughter who intermarred with the defendant, Thomas Heath, both of whom areof full age and reside in said Somerset County, the defendant Eddie McDaniel, a son who intermarred with the defendant Cecie McDaniel, both of whom are of full age and reside in Baltimore City, Maryland, the de- Florence Riall, a daughter who intermarried with the defendant Ernest Riall both of whom are of full age and reside in Wicomico County, Md., the defendant George McDaniel, a son who intermarried with the defendant, Lida H. McDaniel both of whom are of full age and reside in Baltimore City, Maryland the defendant Russell McDaniel, a son who intermarried with the defendant Hattie F. McDaniel, both of whom are of full age and reside in Somerset County, Md., the defendant Willie McDaniel who intermarried with the defendant Lulu D. McDaniel both of whom are of full age and reside in said Somerset County, defendant Louise Bedsworth, a daughter who intermarried with the defendant Harold Bedsworth both of whom are of full age and reside in Somerset County; the defendant Preston McDaniel, a son who is of full age, unmarried and resides in said Somerset County,

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and Myra McDaniel a daughter who is an infant under the age of twenty one years, unmarried and resides in said Baltimore City, Maryland:

Int #4. Did or not the said George W. McDaniel own any real e state at the time of his death; If so describe it and give its value?

Ans. My father owned several parcels of real estate at the time of his death but it was all sold off soon after his death, except a small tract of woodland containing 8 acres which has never been sold or divided and which is still owned by allof us. This land is located on the road to Locust Point in St. Peter's District and adjoins the lands of Charlie Shores and C. V. Funke. It is all woodland and in my opinion is worth about $100.00 to $125.00.

Int 5. Is or not the said land susceptible of partition among the parties entitled to interests therein or would it or not be for the benefit and advantage of said parties to sell s aid real estate and divide the proceeds among them?

Ans. It could not be divided among so many heirs. If this were done the part allotted to each would be too small to consider. It would therefore be for the benefit and advantage of said parties to sell said real estate and divide the proceeds among them.

Court Question and answer. I know nothing more.

Test: F. Douglass Sears. Witness. Ida Bedsworth.

William T. Bozman, a witness of lawful age produced on the part of the Plaintiff being first duly sworn deposes and says as follows:

Int #1. Please state your name, age, resident and occupation.

Ans. My name is William T. Bozman, 53 years. I live in Champ, Somerset County, Maryland. I am a farmer.

Int #2. Do you know the parties to this suit? If so how long have you known them?

Ans. Yes I know the parties to this suit and have known them all of their lives.

Int #3. Did you know Geo. W. McDaniel duting his life time? Is he living or dead. When did he die. Did he or not leave any last will or testament and who were his heirs at law?

Ans. Yes I know Geo. W. McDaniel during his lifetime andhe is now dead. He died about 1911. I remember very well when he died. I never heard that he left any last will and testament and I do not think he did. He left surviving him a widow, Alice Bozman the defendant and the following Children. Ida Bedsworth who intermarried with Richard Bedsworth, May Heath who married Thomas Heath, Eddie McDaniel who married Cecie McDaniel. Florence Riall who married Ernest Riall, George McDaniel who married Lydia H. McDaniel. Russell McDaniel who married Hattie S. McDaniel, Willie McDaniel, who married Lulu B. McDaniel. Louise Bedsworth who married Harold Bedsworth Preston McDaniel who is unmarried and Myra McDaniel who is unmarried. I know all of these parties and they are all adults above the age of twenty one years except Myra McDaniel who is under the age of twenty one years and they all reside in Somerset County except Geo. McDaniel andhis wife, Eddie McDaniel, and his wife and Myra McDaniel who reside in Baltimore City Maryland, and Florence Riall and her husband who live in Wicomico County Maryland.

Int #4. Did or not the said Geo. W. McDaniel own any real estate at the time of his death and if so locate it and give its value.

Ans. Geo. W. McDaniel owned several parcels of real estate at the time of his death, but it was all sold soon afterward except a small tract of woodland which is still owned by his heirs. This parcel of land contains about 8 acres and is located on the locust Point Road. in St. Peters District Somerset County Maryland and adjoins the land of Charlie Shores and C. V. Funke, In My opinion this property is worth from $100.00) to $150.00.

Int #5. Is or not the said land susceptible of division among the parties entitled to interest therein or would it or not be for the benefit and advantage of said parties to sell said real estate and divide the proceeds among them.

Ans. It could not be divided among all the parties. A part of it has been cut over so that if it were divided sone of the parts would be more valuable than others. In my opinion therefore it would be for the advantage of all the parties to sell it anddivide the procees among them.

Court Question. Ans. There is nothing more that I know.

F. Douglass Sears. William T. Bozman

There being no further witness present tobe examined the papwer are herewith returned to the Court at the suggestion of the Counsel for Plaintiff, and I certify that the annexed bill of cosrs is correct.

Bill of costs.

Examiners Fee	$4.00.
Examiners expense	2.00
Witness fee for W, T. Bozman	1.15
Total costs	7.15

F. Douglass Sears, Examiner in Chancery.

And thereafter to wit on the 7th April 1925 the Circuit Court here passed the following decree in the premises to wit:

Ida Bedsworth	)	In Equity
Vs.	)	In the Circuit Court
Alice Bozman et als.	)	For SomersetCounty
		No. 3783 Chancery.

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

It is thereupon this 6th day of April in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged, ordered and decreed that the real e state in the proceedings mentioned be sold.

That Harry C. Dashiell be and he is hereby appointed trustee to make such sale, the course and manner of his proceedings shall be as follows: He shall firs t file in the office of the Clerk of this Court a bond fo the State of Maryland executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of Five Hundred dollars if individual surety or sureties, or one half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises he shall them proceed to make sale of said real estate having first given at least twenty days previous notice, inserted in some newspaper printed and published in said county and such other notice as he may thing proper of the time , place, manner and terms of sale which terms shall be as follows: One half in cash on theday of sale and the balance in sixty days from the day of sale with interest.

Ans 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 such sale or sales annexed. And on the ratification of such sale or sales by this Court and on the payment of the whole purchase money(and not before) the said trustee shall by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser, or purchasers of said property to his her, or their heirs or assigns, the property to him her or them sold free clear and discharged of all claims 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 said sale or sales andthe bonds 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Robert F. Duer.

And thereupon the said Harry C. Dashiell trustee filed in Court here a bond in the words following.

KNOW ALL MEN BY THESE PRESENTS THAT WE, Harry C. Dashiell principal and S. Frank Dashiell and James E. Moore sureties all of Somerset County and state of Maryland, are held and firmly bound unto the said state of Maryland, in the full and just sum of five Hundred dollars ($500.00) to be paid to the said state of Maryland, or its certain attorney, to the payment whereof well

and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personally representatives and assigns, jointly and severally firmly by these presents, sealed with our saels and dated this 7th day of April 1925.

Whereas the above bounden Harry C. Dashiell by virtue of a decree of the Circuit Court for Somerset County in Equity has been appointed trustee to sell the property mentioned in the proceedings in the case of Ida Bedsworth and another against Alice Bozman and others the same being No. 3783 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Harry C. Dashiell do and shall well andfaithfully perform the trust reposed in him by said decree or that may be reposed in him by any further decree or order in the premises then this obligation shall be void otherwise to be and remain in full force and virtue in law.

Witness our hands and seals.

Harry C. Dashiell (SEAL).
Principal

Test:

S. Frank Dashiell (SEAL).

Fred Clayton

J. E. Moore.

Test: Fred W. Clayton.

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling. Clerk.

And thereafter to wit on the 7th May 1925 the said trustee exhibited andfiled in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following to wit:

Ida Bedsworth and Richard Bedsworth	)	No. 3783 Chancery
her husband	)	In the Circuit Court
Vs.	)	For Somerset County
Alice Bozman and others.	)	In Equity.

To the Honorable the Judges of said Court:

The report of Harry C. Dashiell, Trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of the trust as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald" a newspaper printed in Somerset County once a week for three successive weeks efore the day of sale andby hand bills extensively circulated in said County he did pursuant to said notice attend at the Court House door in Princess Anne, in said County, on Tuesday the 5th day of May, 1925, at the hour of two Ocokock P. M. andthen and there did proceed to sell said property, that is to say:

Your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows:

All that tract or parcel of woodland situate in St. Peter's Election District Somerset County, Maryland, lying and binding on the County road in said District, leading to Locust Point, adjoining the lands of Charles Shores and C. V. Funke and containing 8 acres more or less; and being the same land which was conveyed unto the late George W. McDaniel, deceased, by Levin L. Waters, attorney, by deed dated the 25th day of July, 1899, and recorded among the land records of said Somerset County in Liber O.T.B. NO. 26 folio 45 etc.

And your said Trustee sold said tract or parcel of land above described to Ida Bedsworth of Somerset County Maryland at and for the sum of Two Hundred and sixty five dollars ($265.00) she being then and there the highest bidder therefor, and said purchaser has complied with the terms of sale to the satisfaction of your said Trustee by giving her bond with approved security, payable upon the ratification of said sale which your said Trustee has accepted as cash.

Respectfully submitted.

Harry C. Dashiell, Trustee.

State of Maryland, Somerset County to wit:

State of Maryland, Somerset County to wit:

On this 7th day of May, 1925, before me the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell Trustee named in the above report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order, to wit:

Ida Bedsworth and Richard Bedsworth her husband	)	No. 3783 Chancery
Vs.	)	In the Circuit Court for
Alice Bozman andothers.	)	Somerset County
		In Equity.

Ordered that the sale of the property mentioned in thse proceedings, made and reported by Harry C. Dashiell, Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of June 1925, provided a copy of this order be inserted in some weekly newspaper printed in said Somerset County once in each of three successive weeks before the 4th day of June 1925.

The report states the amount of sales to be $265.00.

W. Jerome Sterling, Clerk.

Abd biw at this day to wit on the 13th June 1925 came again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

Ida Bedsworth and another	)	No. 3783 Chancery
Vs.	)	In the Circuit Court
Alice Bozman and others.	)	For Somerset County
		In Equity.

Ordered this 13th day of June 1925, by the Circuit Court for Somerset County, in Equity that the sale made and reported by Harry C. Dashiell, Trustee as aforesaid be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although duennotice appears to have been given as required by the Order Nisi passed in said cause; and the said Trustee is allowed the usual Commissions and such proper expenses as he shall produce vouchers for to the Aud itor; and this cause is hereby submitted to L. Creston Beauchamp as Special Auditor to state the account therein.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

Be it remembered that heretofore to wit on the 31st December 1924 a certain James Richard Martin et al. by Miles & Myers their attorney exhibited and filed in the Circuit Court here a bill of complaint against George E. L. Martin et al. which said bill of complaint is in the words following to wit:

James Richard Martin and Virginia Reese	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin, Zipporah Martin, Weldon Robertson,	)	For Somerset County.
Bertha Marshall, Paul Marshall and Alice Martin.	)	Maryland.

TO THE HONORABLE THE JUDGE OF SAID COURT:

Your orators complaining says:

First: That they are seized in fee simple as tenants in common of the following described real estate, situated in Brinkleys's Election District, Somerset County and state of Maryland.

1st: All that tract of land containing seven and one half (7½) acres more or less, located on the North side of the New York, Philadelphia and Norfolk Railroad leading from Marion to Kingston which was conveyed to Robert B. Martin by deed from W. Rowe Whittington et al., dated December the twenty second, nineteen hundred and nineteen and recorded among the land records of said Somerset County in Liber W.J.S. No. 79 folio 529.

2nd: All that lot or parcel of land containing fifteen (15) acres more or less, lying on the north west side of the New York, Philadelphia and Norfolk Railroad, between Marion and Kingston adjoining the land of Elijah J. Dixon which was conveyed unto the said Robert H. Martin by four deeds as follows: Two from Susan F. Taylor et al dated respectively, June 23, 1900 and August 12, 1904, one from William J. Phillips, Sheriff dated July 26, 1911 and one from Edward E. Miles et al dated December 22, 1923 except so much thereof as was sold and conveyec by the said Robert H. Martin to James E. Holland by deed dated May 28, 1920.

Second: That the said Robert H. Martin being seized and possessed of the aforementioned and described real estate departed this life on or about the day of July ninteen hundred and twenty four intestate leaving surviving as his sold heirs at law to whom the aforesaid real estate descended the following brothers and sisters and children of a deceased sister, to wit:

(a) Your Orator, James Richard Martin, a brother who is of full age, unmarried and resides in said Somerset County.

(b) Your oratrix, Virginia Reese, a sister who is of full age, unmarried and resides in said Somerset County.

(c) The defendants George E. L. Martin a brother who intermarried with Zipporah Martin, both of whom are of full age and reside in Accomac County, Virginia.

(d) The defendant, Alice Martin, a sister who is of full age, unmarried and residing in said Somerset County but who is non compos mentis and incapable of managing her property and incapable of conducting any business transaction, or taking care of or managing any property, but who has never been adjudicated insane and has no guardian or committee of her person or estate.

(e) The defendants, Weldon Robertson and Bertha Marshall, being children of a deceased sister of the said Robert H. Martin, the said Bertha being of full age and residing with her husband Paul Marshall in said Somerset County and the said Weldon Robertson being of full age and being a non-resident of the State of Maryland, whose present residence is unknown to your Orator or to his family but when last heard from was living in the state of Pennsylvania,

Third: That the said real estate is not susceptible of partition or division among the parties entitled to interest therein as above set forth, without material loss and injury to them, and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

TO THE END THEREFORE:

1st: That a decree may be passed for the sale of said realestate.

2nd: That the proceeds of said sale may be distributed among your orators and the said defendants, according to their respective rights and interests.

3rd: That your orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators a writ of Subpoena directed to the said Bertha Marshall and Paul Marshall her husband and Alice Martin, all adults residing in said Somerset County, commanding them and each of them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein; also an order of publication, giving notice to the said George E. L. Martin and Zipporah Martin his wife, adults residing in the State of Virginia and Weldon Robertson an adult whose last known residence was in the State of Pennsylvania, all of whom are non-residents of the State of Maryland, of the object and substance of this bill and warning them to appear to this Court in person or by solicitor, or or before a certain day to be named therein to show cause if any they have why a decree ought not to pass as prayed.

And as in duty bound etc.

Miles & Myers
Solicitors for Plaintiff.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit

The State of Maryland To Bertha Marshall, Paul Marshall and Alice Martin of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in January next to answer the complaint of James Richard Martin and Virginia Reese against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of November Anno Domini 1924.

Issued the 31st day of December Anno Domini 1924.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in January the day of the return of the above recited writ came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County Luther Daugherty who whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy left with Bertha Marshall, Paul Marshall, Alice Martin.

Luther Daugherty, Sheriff.

Maryland Somerset County to wit:

The State of Maryland To. Alice Martin of Dorchester County, Greeting: You are hereby commanded that all exeuses and delays set apart you personally appear before the Circuit Court for Somerset County , sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of James Richard Martin against you andothers in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 2nd day of February Anno Domini 1925.

Per Order W. Jerome Sterling, Clerk.

At which said first Monday in March the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sherfff of Dorchester County Levin H. Mowbray to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned by reading subpoena to Defendant and leaving copy of subpoena with Dr. Chas J. Carey, Superintendant of the Eastern Shore State Hospital this 5th day of February 1925.

Levin H. Mowbray Sheriff.

And thereupon in pursuance of the prayer in the foregoing Bill and by order of Court here the following order of publication was issued to wit:

James Richard Martin and Virginia Reese	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin, Zipporah Martin, Weldon Robertson	)	For Somerset County
and Bertha Marshall, Paul Marshall and Alice Martin.	)	Maryland.

The object of this suit is to procure a decree for the sale of certain real estate situate in Brinkley's District, Somerset County, Maryland of which Robert H. Martin died seized.
The bill states that Robert H. Martin died on the day of July 1924, seized of the following real estate, situated in Brinkley's District, Somerset County, to wit: About 7½ acres located on the North side of the New York Philadelphia and Norfolk Railroad, between Marin and Kingston, which was conveyed to the said Martin by W. Rowe Whittington et al by deed dated December 22, 1919. 2nd: Also a parcel of about 15 acres, lying on the North west side of the New York, Philadelphia and Norfolk Railroad between Marion and Kingston, adjoining the land of Elijah J. Dixon, which was conveyed to the said Robert H. Martin by deeds from Susan F. Taylor et al., William J. Phillips, Sheriff and Edward E. Miles et al; that the said Robert H. Martin died intestate and left as his heirs at law, a brother James Richard Martin, a sister Virginia Reese and a sister Alice Martin all of full age residing in Somerset County, also a brother George E. L. Martin who resides in Accomac County, Virginia with his wife, Zipporah Martin also a niece and nephew, Bertha Marshall and Weldon Robertson, being children oa a deceased sister of the said Robert W. Martin , the said Bertha being of full age and residing with her husband Paul Marshall in said Somerset County and the said Weldon being of full age, whose present residence is unknown and whose last known residence was in the state of Pennsylvania; that the said real estate is not susceptibel of partition or division among the parties entitled to interest therein, without material loss and injury to them, 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; that the said Alice Martin is non compos mentis but has no guardian or committee of her person or estate.
It is thereupon this 31st day of December, 1924, ordered by the Circuit Court for Somerset County in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the 31st day of January 1925, give notice to said non resident defendants George E. L. Martin, Zipporah Martin and Weldon Richardson of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before the 16th day of February; 1925, to show cause if any they have, why a decree ought not to be passed as prayed.

W. Jerome Sterling, Clerk.

And thereafter on the 4th March 1925, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

James Richard Martin et al.	)	No. 3764 Chancery
	)	
Vs.	)	In the Circuit Court
	)	
George E. L. Martin et al.	)	For Somerset County
		Maryland.

It appearing from the proceedings in this cause that the order of Publication heretofore issued therein has been duly published in the Crisfield Times, a newspaper printed and published in said Somerset County, as prescribed in said order, and the defendants George E. L. Martin, Zipporah Martin and Weldon Robertson having failed to appear either in person or by solicitor to the Bill of Complaint therein filed against them.
It is thereupon this 4th day of March nineteen hundred and twenty five, by the Circuit Court for Somerset County in Equity, adjudged ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said non-resident defendants.

And it is further ordered that depositions be taken before one of the standing Examiners of this Court to support the allegations of said bill.

Robt F. Duer, Judge.

James Richard Martin et al.	)	No. 3764 Chancery
Vs.	)	In the Circuit Court for
George E. L. Martin et al.	)	Somerset County, Maryland.

It appearing from the proceedings in this cause, that the defendants Bertha Marshall and Paul Marshall having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto and answer said bill.

It is thereupon this 4th day of March nineteen hundred and twenty five by the Circuit Court for Somerset County in Equity adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants and each of them.

And it is further ordered that depositions be taken before one of the standing examiners of this Court in support of the allegations of said bill.

Robt F. Duer. Judge.

And thereafter to wit on the 4th day of March 1925 the following petition and order appointing Guardian ad litem was filed.

James Richard Martin et al.	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin et al.	)	For Somerset County
		Maryland.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of James Richard Martin and Virginia Reese, plaintiffs in the above cause respectfully shows:

That the defendant Alice Martin has been duly summoned to appear to the bill of complaint in the above case, but being non compos mentis and having no guardian or committee of her person or extate she cannot appear and defend this suit for herself.

Your petitioners therefore pray your Honors to appoint a Guardian ad litem to appear and answer for said defendant.

Joshua W. Miles
George H. Myers
Solicitors for Petitioners.

State of Maryland, Somerset County to wit:

I hereby certify that on this 4th day of March nineteen hundred and twenty five before me the subscriber one of the Judges of the Circuit Court for Somerset County in Equity, personally appeared George H. Myers, one of the above named solicitors, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein set forth to the best of his knowledge and belief.

Robt F. Duer. Judge.

Ordered by the Circuit Court for Somerset County in Equity this 4th day of March nineteen hundred and twenty five upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Alice Martin, defendant non compos mentis in the above case.

Robt F. Duer, Judge.

And thereafter on the 4th March 1925 James R. Stewart guardian specially appointed filed the following answer.

James Richard Martin et al.	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin et al.	)	For Somerset County
		Maryland.

The answer of Alice Martin, defendant in the above case who is non compos mentis, by James R. Stewart Guardian ad litem duly appointed by order of this Court to the Bill of complaint of James Richard Martin and others against her andothers in this Court exhibited.

This defendant being non compos mentis cannot admit any of the matters and things in said bill alleged, and submits her rights thereunder to the protection of this Court.

And as in duty bound etc. James R. Stewart, Guardian ad litem.

And afterwards to wit on the 12th March 1925 Harry C. Dashiell Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return of certain testimony by him taken in the words following to wit:

John Richard Martin et als.	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin et als.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint I Harry C. Dashiell a standing examiner of said Court, duly qualified do hereby certify that at my office in Princess Anne, Md., on Thursday the 5th day of March 1925, at two O'clock P. M. I did take the following depositions that is to say :

Joseph J. Coulbourne a witness of lawful age, being first duly sworn deposing says:

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

Ans. Joseph J. Coulbourn age 41 years, residence Marion Station, Md., Occupation barber.

Int 3. Did you know Robert H. Martin in his life time. Is he living or dead. If dead, when and where did he die? Did he or not die intestate and who are his heirs at law?

Ans. I know him. He died at the Crisfield Hospital July 6th 1924, He left no will that I ever heard of. His heirs are as follows: He left surviving him a brother James Richard Martin, who is of full age, unmarried and lives in Somerset County, a brother, George E. L. Martin. He is married of full age but I do not know his wife, a sister, Virginia Reese, a widow, and resides in Somerset County, the following children of Ida Robinson a sister of the said Robert H. Martin, who predeceased her said brother, Bertha Marshall who is married to Paul Marshall, both of whom are of full age and reside in Somerset County, Weldon Robinson, who got in some trouble at least eight or nine years age and was sent to the Maryland Training School for Boys by the Circuit Court for this County. He escaped from there about thirty or forty days afterwards and none of his people have ever heard from him since, He is of full age but whether married or not no one around here knows.

Int. 3 Do you know any real estate which Robert H. Martin owned at the time of his death located on the North west side of the rail road between Marion and Kingston. If so describe its quantity quality location and value.

Ans. First a lot of land containing about seven and a half acres adjoining or bounded by the land of Amos Whittington on the south the railroad on the east, Eugene Tull on the north and a private road leading to the County road by the Trinity Church property on the west. This land was conveyed to Robert H. Martin by W. Rowe Whittington (Plaintiff's counsel here offers in evidence certified copy of deed from W. Rowe Whittington et al to Robert H. Martin dated Dec. 22, 1919, and recorded in Liber W.J.S. No. 79 folio 529).

Second: He also owned a tract of about fifteen acres lying further up the railraod towards Kingston bounded on the south by Elijah Dixon on the east by the railroad on the north by William Logan and on the west by a private road.

This land was conveyed to Robert H. Martin by three deeds, one from Mrs. Susam F. Taylor and Mrs. Mary H. Miles, one from William J. Phillips. Sheriff andone from Edward E. Miles He got five acres of this land from each of these parties (Plaintiff here files with Examiner to be used as evidence in this case certified copy of deed from Edward H. Miles et al to Robert H. Martin dated Dec. 22, 1923, and recorded in Liber W.J.S. NO. 90 folio 79; also deed from William J. Phillips to Robert H. Martin dated July 26, 1911, and recorded in Liber S.F.D. NO. 57 folio 518; also deed from Susan F. Taylor et al to Robert H. Martin dated Aug 12, 1904 andrecorded in Liber O.T.B. NO. 39 folio 240, marked respectively exhibits "B" "C" and "D").

The 7½ acre lot is cleared and in cultivation and has two frame tenant houses on it, one a four room house andthe other a two room house. The land is in good condition and the buildings in good

state of repairs. This property is worth $1000.00 to $1500.00 The 15 acre lot has about seven acres of cleared and in good state of cultivation the rest is in woods which is well set in line No buildings on this land. This property is worth at least $2500.00.

Int 4. Is or not the said real estate susceptible of partition or division among the parties entitled to interests therein without material loss or injury to them and would it or not be for the benefit of said parties to sell the property as a whole and divide the proceeds of the sale among them.

Ans. I think it could not be divided among the parties entitled to interest therein without material loss and injury to them. That reminds me that I forgot one of the heirs in my answer awhile ago. Robert H. Martin left a sister, Miss Alice Martin, who is of full age, unmarried and has recently been sent to the Hospital for the Insane at Cambridge after having been declared insane by the doctors. I think this property would not be as valuable or sell for as much if divided up into small lots, among these heirs as it would if sold as a whole or in larger divisions and the proceeds divided among the parties. Part of it is cleared part in woods andthere are two small buildings to be taken into consideration and it would be necessary to sell it to make a fair division of it. Court Question and answer: "Nothing More".

Test: Harry C. Dashiell Exam. Joseph J. Coulbourn

Henry James Howard. a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Henry James Howard, age 64 years, residence Marion Station; occupation farming.

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

Ans. I have known them all for a long time except Mrs. Zipporah Martin.

Int 3. Did you know Robert H. Martin in his life time. Is he living or dead? If dead when and where did he die? Did he leave a will and who are his heirs at law?

Ans. He died at the Hospital at Crisfield last July. He left no will that I ever heard of. He was never married and his heirs at law are as follows:

A brother, James Richard Martin, who is of full age, unmarried and lives in Somerset County; a brother, George E. L. Martin who is of full age and married but I do not know his wife; a sister, Virginia Reese, a widow, who resides in Somerset County; the following children of Ida Ribinson, a sister of the said Robert H. Martin, who predeceased her said brother, Viz: Bertha Marshall, who is married to Paul Marshall, both of whom are of full age and reside in Somerset County, Weldon Robinson, who got in some trouble at least eight or nine years ago and was sent to the Maryland Training School for Boys by the Circuit Court for this County. He escaped from there about thirty or forty days afterwards and none of his people have ever heard from him since. He is of full age but whether married or not no one around here knows; Robert H. Martin also left a sister, Alice Martin who is of full age, unmarried and has recently been sent to the Hospital for the insane at Cambridge after being declared to be insane by the Doctors.

Int 4. Do you know any real estate which Robert H. Martin owned at the time of his death. Locate it on the North west side of the railroad between Marion and Kingston in this County?

Ans. Yes he owned two lots of land first a 7½ acre lot which he got from W. Rowe Whittington Mr. Coulbourne the preceeding witness, described the boundaries of it correctly. It is good tillable land improved by two frame tenant houses, in fair condition of repair and is worth from $1000.00 to $1500.00.

Second he owned a 15 acre lot a little further up the railroad towards Kingston which he got in three parcels of five acres each, two of which he purchased from the Lankford Heirs, Mrs. Miles amd Mrs. Taylor and the other from a Sheriff's sale. All of these lots came off the Lankford property. This 15 acres has about seven acres cleared and in cultivation and the rest has some well set timber on it. No buildings on this land. It is worth about $1500.00.

Int 5. Is or not the said real estate susceptible of partition or division among the parties entitled to interests therein without material loss or injury to them and would it or not be for the benefit of the said parties to sell said property as a whole and divide the proceeds of the sale

among them.

Ans. I do not think it could be divided without material loss and injury to the parties entitled to interests therein, located where it is the little lots into which it would have to be divided would not be as valuable as if the whole property were sold or at least sold in larger sections. It has two houses on it and some timber which would also make it hard to divide at all.

Miss Alice could not take care of any land if she had it and Weldon has not been heard from for seven or eight years. I think it would therefore be for the benefit and advantage of all of them to sell the property anddivide the proceeds among them.

Court question and answer. That is all I know.

Test: Harry C. Dashiell Exam Henry J. his X mark Howard

Witness signs by mark because he cannot write his name.

Ther e being no further witnesses produced to me to be examined, I herewith at the request of Plaintiff's solicitor return the above depositions to Court, Closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 5th day of March 1925.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

Bill of Costs

Harry C. Dashiell	Examiner	$4.00
Joseph J. Coulbourn	Witness & Mileage	1.47
Henry J. Howard	# "	1.47
		$6.94

Exhibit A referred to in the foregoing Testimony is as follows:

THIS DEED, made this 22nd day of December, in the year one thousand nine hundred and nineteen by W. Rowe Whittington of Somerset County state of Maryland:

Witnesseth that in consideration of Five Hundred dollars and other good and valuable considerations the receipt thereof is acknowledged by the signing, sealing and delivery of these presents the said W. Rowe Whittington does grant and convey unto Robert H. Martin of Somerset County, state of Maryland. all that lot and parcel of land on the north side of theN. Y. P. & N. R. R. leading from Marion Station to Kingston Station, Somerset County state of Maryland lying situate andbeing in Brinkleys District Somerset County, Maryland, and being a part of the land andpremises and a separate and largest lot and parcel of land conveyed by deed dated July, 1919, from King Tilghman and Elsie Tilghman, his wife to the said W. Rowe Whittington and being all of the land and premises described in said deed except so much thereof as has since been conveyed by deed from Rowe Whittington to Irving E. Tull and wife and being that part of thesaid land and premises conveyed in both of said deeds and duly recorded among the land records of Somerset County, Maryland, which is situate lying and being nearer to Marion Station, Maryland, andcontains about seven and one half acres of land more or less, and that lot and parcel mentioned and described in the above mentioned deeds and not intended to be conveyed by this deed is situate, lying andbeing nearer to Kingston Station, Maryland. The land andpremises hereby conveyed traces directly back on the land records of Somerset County Maryland to a certificate of survey filed with a deed.

Together with thebuildings and improvements rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold for the special use andbenefit of thesaid Robert H. Martin his heirs and assigns forever in fee simple.

And the said grantor does hereby covenant with the said grantee that he will warrant specially the said land and premises hereby conveyed and that he will give such further assurances as may be requisite. Witness my hand and seal.

Test: Levin H. Hall. Revenue Stamp $1.00 W. Rowe Whittington (SEAL).

State of Maryland Somerset County to wit:

I hereby certify that on this 22nd day of December in the year one thousand nine hundred and nineteen before me the subscriber a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared W. Rowe Whittington and did acknowledge the

foregoing deed to be his act and deed.

Levin H. Hall J. P.

Received for record 7th January 1920, and recorded in Liber W.J.S. NO. 79 folio 529 &c., one of theland records of Somerset County.

Per W. Jerome Sterling, Clerk.

State of Maryland, Somerset County to wit:

I W. Jerome Sterling, Clerk of the Circuit Court for Somerset County , Maryland do hereby certify that theaforegoing deed is truly and correctly copied from Liber W.J.S. NO. 79 folio 529&c. one of theland records of my said office aforesaid.

Seal of Court.

In testimony whereof I have hereunto subscribed my name and affixed theseal of said Court this 6th day of March in the year nineteen hundred and twenty five.

W. Jerome Sterling, Clerk.

Exhibit B referred to in the foregoing Testimony is as follows:

THIS DEED, made this 22nd day of December nineteen hundred and twenty three by Edward E. Miles of Accomac County in the stateof Virginia, and Susan F. Taylor of Northampton County, in the state of Virginia, Witnesseth

That for and in consideration of the sum of four hundred and twenty five dollars paid by Robert H. Martin of Somerset County, in the state of Maryland the receipt of which is hereby acknowledged, the said Edward E. Miles and Susan F. Taylor do grant and convey unto thesaid Robert H. Martin his heirs and assigns all that lot of parcel of land, situate lying and being in Brinkleys Election District. in Somerset County, in the state of Maryland, and described as follows: Beginning at a marked white gum and iron post driven in the ground by the south side of said gum at a point thirty feet from the new York, Philadelphia and norfolk railroad and on the north west side of said Railroad between Kingston and marion Mations, thence running north fifty six and one quarter degrees east by and with the northwestern side of a thirty foot road laid off for a right of way to and from this lot and other lots owned or conveyed by the grantors in this deed or conveyed by the said Susan F. Taylor and Mary M. Miles, and parallel with said railroad twelve and sixty four one hundredths poles to a ditch bank a corner of the land of the said Robert H. Martin, thence running north thirty three and one quarter degrees west by and with the western side of a ditch and binding thereon as far as said ditch extends and thence through the woods sixty three and twenty eight one hundredths poles to a ditch on the south side of a road called Back street, thence running by and with said ditch south fifty six andone quarter degrees west twelve and sixty four one hundredths poles to a ditch bank and the land of Robert H. Martin, thence running by and with the eastern side of said ditch and binding thereon and the land of the said Robert H. Martin in a straight line to the place of beginning, containing five acres, more or less, being all the land between two parcels of land conveyed to the said Robert H. Martin by thesaid Susan F. Taylor and Mary M. Miles by deeds duly recorded among the land records of said Somerset County, andbeing a part of the land which was devised to the said Susan F. Taylor and Mary M. Miles by their father Benjamin Lankford in his last will and testament recorded among the testamentary records of said county theinterest of the said Mary M. Miles, in said property having been devised by the said Mary M. Miles to the said Edward E. Miles in her last will andtestament a duly authenticated copy of which is recorded among the testamentary records of said Somerset County/

Together with the buildings and improvements upon said parcel of land, and all andevery the rights ways, waters, privileges, appurtenances and advantages, to thesame belonging or in anywise appertaining.

To have and to holdsaid parcel of land togethernwith the rights, ways, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert H. Martin his heirs and assigns, infee simple.

And the said Edward E. Miles and Susan F. Taylor covenant that theywill warrant specially the property hereby granted andconveyed, and that they will execute such further assurances of said land

as may be requisite.

Witness thehands and seals of thesaid grantors.

Witness as to Edward E. Miles. Edward E. Miles (SEAL)

E. D. Hartman Revenue Stamp .50. Susan F. Taylor (SEAL).

Witness as to Susan F. Taylor

E. D. Hartman.

State of Virginia, Accomac County to wit:

I hereby certify that on this 22nd day of December, nineteen hundred and twenty three, before me the subscriber,a Notary Public of the state of Virginia, in and for Accomac County, residing in Onancock, personally appeared Edward E. Miles and Susan F. Taylor the grantors in the foregoing deed and did each acknowledge the foregoing deed to be their respective act and deed. and I further certify that the said grantors signed the said deedin my presence and that I witnessed their signatures to the same.

Seal of Notary. In testimony whereof, I hereto subscribe my name and affix my Notarial seal theday andyear aforesaid.

E. D. Hartman Notary Public.
My commission expires April 9, 1923.

Received for record Jan 1, 1924, and recorded in Liber W.J.S. NO. 90 folio 79 &c., one of the land records of Somerset County

Per: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County wo wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County, Maryland, do hereby certify that the aforegoing deed was truly and correctly copied from Liber W.J.S. NO. 90 folio 79&c. one of the land records of my said office.

Seal of Court. In testimony whereof, I hereunto subscribe my name and affix the seal of said Court this 7th day of March, in the year nineteen hundred and twenty five.

W. Jerome Sterling, Clerk.

Exhibit C referred to in the foregoing Testimony is as follows:

THIS DEED, made this 26th day of July, one thousand nine hundred and eleven, by me William J. Phillips Sheriff of Somerset County, Maryland, Witnesseth:

Whereas by virtue of an execution being a writ of Fieri Facias issued out of the Circuit Court for Somerset County, and to me directed dated the 27th day of February in the year 1911, in the case of Emma Chelton Vs. Charles Petitt I the said William J. Phillips, Sheriff of said county after seizure levy, advertisemand and notice according to law, have sold to Robert H. Morton at and for the sum of one hundred and eighty dollars ($180.00) which he the said purchaser has fully paid in cash, the following described real estate and tract of land: Lying and being in Brinkleys District, Somerset County, aforesaid on the north west side of the railroad between Kingston and Marion, containing five acres of land more or less, djoining the said railroad and the lands of Louisa Dashiell and being conveyed to the said Chas Petitt by Thomas W. Taylor et al. by deed made the 21st day of June, 1904, and recorded among the land records of Somerset County in Liber O.T.B. NO. 39 folio 180; To which said deed as well also to a special return and description of said land made by the said Sheriff and filed in No. 18 Judicials April Term 1911, to be recorded among the Judicial Records of Somerset County, references is here made, and they are hereby made a part hereof for a fuller and more complete description of the property hereby intended to be conveyed.

Now therefore I, the said William J. Phillips, Sheriff, as aforesaid do hereby grant and convey unto the said Robert H. Morton, his heirs and assigns, forever, in fee simple, all the right, title interest andestate both at law and equity, ofthe said Charles Petitt, in and to the said hereintofore described land and property.

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

To have and to hold the said tract of land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert H. Morton his heirs and assigns, forever in fee simple.

Witness the hand and seal of the said grantor as Sheriff aforesaid.

Test: E. B. Lyons. Wm J. Phillips, (SEAL).

State of Maryland, Somerset County to wit: Sheriff of Somerset County

I hereby certify that on this 26th day of July in the year one thousand nine hundred and eleven before me the subscriber a Justice of the Peace of the state of Maryland, in and for Somerset County, aforesaid, personally appeared William J. Phillips, Sheriff of Somerset County and acknowledged the foregoing deed to be his act and deed.

Emanuel B. Lyons, Justice of the Peace.

Received for record July 26, 1911 and recorded in Liber S.F.D. No. 57 folio 518 &c., one of the land records of Somerset County.

Per: S. Frank Dashiell, Clerk.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County, Maryland do hereby certify that the aforegoing deed was truly and correctly copied from Liber S.F.D. NO. 57 folio 518 &c., one of the land records of Somerset County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 7th day of March in the year nineteen hundred and twenty five.

W. Jerome Sterling, Clerk.

Exhibit D referred to in the foregoing Testimony is as follows:

THIS DEED, made this twelfth day of August one thousand nine hundred and four by us, Thomas W. Taylor, Susan F. Taylor, his wife and Mary N. Miles all of Accomac County, state of Virginia.

Witnesseth that in consideration of the sum of five dollars and other good and satisfactory consideration cash in hand paid, by Robert H. Martin, of Somerset County, state of Maryland, unto us, the said Thomas W. Taylor, Susan F. Taylor and Mary M. Miles the receipt whereof is hereby acknowledged we the said Thomas W. Taylor, Susan F. Taylor, his wife and Mary M. Miles, do grant bargain, sell and convey all their right, title, interest and estate, unto thesaid Robert H. Martin, and unto his heirs and assigns, in fee simple, in and to all that lot or parcel of land containing five acres hereinafter described and is situate, lying and being in said Somerset County, state of Maryland, and described as follows that is to say: The same lot or parcel of land in Brinkley's Election District, lying on the North West side of the New York, Philadelphia and Norfolk Railroad being thirty feet from the said Railroad, which thirty feet having been reserved for a road, which was intended to have been conveyed to James H. Petitt. (The said Pettit failed to comply with terms of agreement on his part to be performed). and is further described as follows: Beginning for the same at a post set up at the south east corner of the five acre lot or parcel of land sold by us the within named grantors to Elijah Dixon, on the north west side of the said thirty foot road, being thirty feet from the said railroad property between Marion Station and Kingston Station and running thence by and with said thirty feet road North 55° East twelve and 64/100 perches to the Dashiell lot: thence North 34½° west, sixty three and 28/100 perches to another road called "Back Street" thence by and with said "Back Street" south 55° west twelve and 64/100 perches to the aforesaid lot sold to Elijah Dixon at a post set up at the intersection of two ditches, thence by and with one of the said ditches andthe said Elijah Dixon lot south 34½° east sixty three and 28/100 perches to the place of beginning and containing five acres of land or less, and also a right of way over the said thirtyfeet road as far as out, the said grantors right extends.

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

To have and to hold the interest and estate in said lands 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 Robert H. Martin, his heirs and assigns, in fee simple.

And the said Thomas W. Taylor , Susan F. Taylor, his wife and Mary M. Miles do hereby covenant that they will warrant generally 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: E. E. Miles to all — T. W. Taylor (SEAL).
T. W. Taylor " " — Susan F. Taylor (SEAL).
Mary M. Miles (SEAL).

State of Virginia, Accomac County towit:

I hereby certify that on this 12th day of August in the year one thousand nine hundred and four, before me the subscriber a Notary Public of the state of Virginia, in and for Accomac County, aforesaid, personally appeared Thomas W. Taylor and Susan F. Taylor his wife, and Mary M. Miles, and each in due form of law acknowledged the foregoing deed to be their own free act and deed.

Seal of Notary.

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

Wm J. Doughty N. P.

Received for record 15th August 1904, and recorded in Liber O.T.B. NO. 39 folio 240 one of the land records of Somerset County.

Per Oliver T. Beauchamp, Clerk.

State of Maryland Somerset County to wit:

I, W. Jerome Sterling Clerk of the Circuit Court for Somerset County, Maryland, do hereby certify that the aforegoing deed was truly and correctly copied from Liber O.T.B. No. 39 folio 240 &c., one of the land records of my said office.

Seal of Court.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Court this 7th day of March, in the year nineteen hundred and twenty five.

W, Jerome Sterling, Clerk.

And thereafter to wit on the 9th April 1925 the Circuit Court here passed the following decree in the premises, to wit:

James Richard Martin et al.	)	In the Circuit Court
Vs.	)	For Somerset County
George E. L. Martin et al.	)	Maryland
		No. 3764 Chancery

The above cause having been submitted the proceedings therein were by the Court read and considered.

It is thereupon this 8th day of April 1925, by the Circuit Court for Somerset County in Equity adjudged ordered and decreed that the property in the proceedings mentioned be sold and that George H. Myers of said Somerset County be and he is hereby appointed Trustee to make 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 Four Thousand and 00/100 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 at least three week's notice by advertisement inserted in such weekly newspaper or newspapers published in said Somerset County as he shall think proper of the time,

place, manner and terms of sale which shall be one third cash on day of sale, one third in six months from said date and the balance in twelve months from said date or all cash at the option of the purchaser, the credit portion to bear interest from day of sale and to be secured by the bond of the purchaser with surety to the satisfaction of said trustee and soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular report 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 the said Trustee shall by a good and sufficient deed, to be executed adknowledged 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 claims of the parties hereto 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 to be distributed under the direction of the Court, after deducting 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.

Robt F. Duer,

And thereupon the said George H. Myers Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we George H. Myers, of Somerset County, as principal and Hartford Accident and Indemnity Company, a body corporate as surety are held and firmly bound unto the state of Maryland, in the full and just sum of Four Thousand 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 andseverally firmly by these presents; sealed with our seals and dated this tenth day of April nineteen hundred and twenty five.

Whereas the above bounden George H. Myers, by virtue of a decree of the Circuit Court for Somerset County in Equity has been appointed trustee to sell the property mentioned in the proceedings in the suit of James R. Martin Vs. George E. L. Martin now pending in said Court. thesame being No. 3764 on the Chancery Docket thereof.

Now the condition of the obligation is such, that if theabove bounden George H. Myers, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue of the law.

Corporate Seal. Geo. H. Myers (SEAL).

Witness: HARTFORD ACCIDENT AND INDEMNITY CO.

Eunice M. Pilchard. By Geo. H. Myers, Attorney in Fact.

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 11th May 1925, the said trustee exhibited andfiled in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are inthe words following to wit:

James Richard Martin et al.	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin et al.	)	For Somerset County
		Maryland.

TO THE HONORABLE THE JUDGE OF the Circuit Court for Somerset County in Equity:

The report of George H. Myers trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows: That after giving Bond with security for the faithful discharge of the trust as required by said decree and giving notice of the time, place manner and terms of sale byadvertisement in the Somerset News, a paper published in said Somerset County once a week for three successive weeks before theday of sale, he did pursuant to said Notice attend at the Post Office at Marion Md., on the ninth day of May in the year nineteen

9VOGE

hundred and twenty five at about three O'clock P. M. and then and there did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows:

First: All that lot of land containing about seven and one half acres lying and binding on the North west side of the N. Y. P and N. R. R. bounded by the land of Amos Whittington on the South the land of Eugene Tull on the north and also binding on a private road leading to the County road by the Trinity Church property and being the same and all of the land that was conveyed to Robert H. Martin by deed from W. Rowe Whittington dated Dec. 22, 1919 and recorded among the land records of said Somerset County in Liber W.J.S. NO. 79 folio 529.

And sold the same to Elmer O. Townsend and Bertha G. Townsend his wife they being then and there thehighest bidders therefor at and for the sum of eight hundred and five dollars ($805.00) and said purchasers have complied with the terms of said sale.

Your trustee then offered for sale the second parcel of land described in said advertisement as follows: All those three lots of land lying and binding on the north west side of the said N.Y. P. & N. Railroad and also adjoining the aforesaid private road leading to the county road by the said Trinity Church property each containing five acres which were conveyed to Robert H. Martin by three deeds as follows: (1) from Edward E. Miles et al dated Dec. 22, 1923, recorded as aforesaid in Liber W.J.S..No. 90 folio 79 et seq. (2) From Wm J. Phillips, Sheriff dated July 26, 1911 and recorded as aforesaid in Liber S.F.D. No. 57 folio 518 (3) From Susan F. Taylor et al dated Aug 12th 1904, and recorded as aforesaid in Liber O.T.B. NO. 39 folio 240 et seq., said lots being contiguous to each other and containing a total of fifteen acres more or less.

And sold the same to Harding P. Tull Edward R. Coulbourne, W. Rowe Whittington and R. Brice Whittington they being then and there the highest bidder therefor at and for the sum of Six Hundred and thirty one (631) dollars and said purchasers have complied with the terms of sale.

Respectfully submitted.

Geo. H. Myers. Trustee.

State of Maryland. Somerset County Sct:

On this 11th day of May nineteen hundred and twenty five personally appeared before me Clerk of the Circuit Court in and for Somerset County aforesaid, George H. Myers , Trustee named in the above report of sale and made oath in due form of law that thematter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order:

James Richard Martin et al.	)	No. 3764 Chancery
Vs.	)	In the Circuit Court
George E. L. Martin et al.	)	For Somerset County
		Maryland.

Ordered that the sale of property mentioned in these proceedings made and reported by George H. Myers Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the twelfth day of June 1925, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County once in each of three successive weeks before the eleventh day of June 1925.

The report states the amount of sales to be $1436.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 16th June 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant, by his solicitor aforesaid the Cout here passed the following order to wit:

James Richard Martin et al.	)	In the Circuit Court
Vs.	)	In Equity No. 3764
George E. L. Martin et al.	)	For Somerset County
		May Term 1925.

Ordered by the Court, this 16th day of June 1925 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 insaid cause, and the Trustee allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Robt F. Duer.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the sameis accordingly done.

Per: T. Jerome Sterling ,Clerk.

Be it remembered that heretofore on the 14th January 1925 a certain Charles L. Matthews by Clarence P. Lankford his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary A. Hudgins and others which said bill of complaint is in the words following to wit:

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins, Mary L. Hudgins, and Mary	)	For Somerset County.
A. Hudgins, Administratrix of George W.	)	
Hudgins deceased.	)	

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The Bill of complaint of Charles L. Matthews of Somerset County in the state of Maryland, who sues as well for himself as for all other creditors of George W. Hudgins, late of Somerset County in the state of Maryland, deceased who will come in and contribute to the expense of this suit, respectfully represents:

First: That the said George W. Hudgins was in his lifetime indebted unto your orator in the full and just sum of fifty five dollars ($55.00) on his certain promissory note drawn to the order of your orator dated the sixth day of April, nineteen hundred and twenty one and payable twelve months after date and also indebted unto your orator in the full and just sum of twenty seven dollars and fifty cents ($27.50) on his certain promissory note drawn to the order of your orator dated the twenty first day of February, nineteen hundred and twenty two and payable six months after date as will appear by said promissory notes herewith filed as a part of this bill, marked respectively exhibits "A" and "B".

Second: That the said George W. Hudgins being so indebted as aforesaid unto your orator, and also unto divers other persons, and having personal estate of small value but having real estate of considerable value, in Somerset County, in the state of Maryland, departed this life in the month of September, nineteen hundred and twenty four intestate, leaving his widow the defendant, Mary A. Hudgins, and the defendant Mary L. Hudgins, a daughter, as his only heirs at law, both of whom reside in Somerset County in the state of Maryland the said Mary A. Hudgins being above the age of twenty one years and the said Mary L. Hudgins being an infant under the age of twenty one years.

Third: That administration of all and singulat the personal estate of the said George W. Hudgins has lately been granted by the Orphans Court for Somerset County unto the said Mary A. Hudgins who has accepted said trust, and who in virtue thereof has possessed herself of the personal estate of the said deceased as will more fully appear by a certificate of the granting of letters of administration herewith filed as a part of this bill marked Exhibit "C".

Fourth: That your Orator is informed and charges that the personal estate is not sufficient to discharge all the just debts due and owing by the said George W. Hudgins at the time of his death, and your orator is advised that the said personal estate now in the hands of thesaid Mary A. Hudgins administratrix ought to be applied to the payment of the claims of your orator and of the other creditors of the said George W. Hudgins so far as the same will extend and that any deficiency in said personal estate ought to be supplied by a sale of all, or such part as may be necessary of the real estate of the aforesaid debtor, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the end therefore:

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the said real estate of the said George W. Hudgins, deceased, or so much thereof as may be necessary for the purpose may be decreed to be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid according to their legal priorities.

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

May it please your Honors to grant unto your orator the writ of the state of Maryland of subpoena directed to the said Mary A. Hudgins and Mary L. Hudgins (Infant) and Mary A. Hudgins, administratrix of George W. Hudgins, deceased of Somerset County in the stateof Maryland, commanding them and each of them to be and appear in this Court on a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed.

Clarence P. Lankford. Solicitor for Complainant.

Exhibits A and B referred to in the foregoing Bill is as follows:

$55.00 Crisfield Md. April 6 1921.

Twelve months after date I promise to pay to the order of Charles L. Matthews the sum of Fifty five with interest dollars at the Bank of Crisfield, Crisfield, Md.,m Value received, without offset and endorser each hereby waives the benefit of the Homestead exemption and all right to exemption from execution as to the debt evidenced by this obligation, and if default be made in the payment hereof at maturity hereby covenant to pay 10% additional as collection fee; and hereby authorizes and empowers any attorney of any Court of record to confess judgment against them for the above sum and the costs of suit, with 10% collection charges. And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

George W. Hudgins.

State of Maryland. Somerset County to wit:

I hereby certify that on this 10th day of January 1925, before the subscriber a Justice of the Peace of the state and County aforesaid, personally came Charles L. Matthews and made oath in due form of law that the annexec account as stated is just and true and that he has not received directly or indirectly any part of the money charged to be due thereon or any security or satis faction for the same. Fred N. Holland J. P.

$27.50 Crisfield Md. Feb 21, 1922.

Six Months after date promise to pay to the order of Chales L. Matthews the sum of twenty seven dollars 50 cents dollars at the Bank of Crisfield, Crisfield Md., value received without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation and if default be made in the payment hereof at maturity,hereby covenant to pay 10% additional as collection fee. and hereby authorizes and wmpowers any Attorney of any Court of record to ennfess judgment against them for the above sum and the costs of suit with 10% collection charges, And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

Witness : Mary Hudgins George W. Hudgins.

With Interest.

State of Maryland Somerset County to wit:

State of Maryland, Somerset County to wit:

I hereby certify that on this 10th day of Jan 1925 before me the subscriber a Justice of the Peace of the State and County aforesaid personally came Charles L. Matthews and made oath in due form of law that the annexed account as stated is just and true that he has not received directly or indirectly any part or parcel of the money charged to be due thereon or any security or satisfaction for the same. Fred N. Holland J. P.

And thereupon in pursuance of the prayer of the foregoingbill and by the order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland To Mary A. Hudgins, Mary L. Hudgins, and Mary A. Hudgins administratrix of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Charles L. Matthews against you in the said Court Exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland. the 5th day of January Anno Domini 1925.

Issued the 14th day of January Anno Domini 1925.

Per order

W. Jerome Sterling Clerk.

At which said first Monday in February and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy of subpoena left with each defendant no parent or guardian of the defendant Mary L. Hudgins in my bailiwick.

Luther Daugherty, Sheriff.

And thereafter to wit on the 4th March 1925 the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

Charles L. Matthews	)	
Vs.	)	No. 3767 Chancery
Mary A. Hudgins, Mary L. Hudgins and	)	In the Circuit Court
Mary A. Hudgins, Administratrix of	)	For Somerset County
George W. Hudgins decezsed.	)	

To the Honorable the Circuit Court for Somerset County:

The petition of the complainant in the above cause respectfully represents:

That Mary L. Hudgins, defendant in the above cause has been duly summoned, but being an infant she can not answer and defend this suit for herself, and has no guardian within the jurisdiction of this Court to answer and defend for her.

The complaint therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.

Clarence P. Hankford,
Solicitor for Complainant.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County this 4th day of March nineteen hundred and twenty five that James R. Stewart, be and he is hereby appointed guardian ad litem to appear and answer for Mary L. Hudgins infant defendant in the above cause.

Robt F. Duer.

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Charles L. Matthews	)	
Vs.	)	No. 3767 Chancery
Mary A. Hudgins, Mary L. Hudgins and	)	In the Circuit Court for Somerset
Mary A. Hudgins administratrix of	)	County.
George W. Hudgins deceased.	)	

The answer of Mary L. Hudgins infant defendant in the above cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of Charles L. Matthews against her and others in the said Court Exhibited.

This defendant for answer to the said bill of complaint by her guardian answers and says that being ignorant of the matters charged in the said bill and being an infant of tender years she can not admit any of the allegations of said bill but submits her rights to the protection of this Honorable Court.

James R. Stewart, Guardian Ad litem.

And thereafter to wit on the 4th March 1925 the following Petition, decree pro confesso and order to take testimony was filed.

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins, Mary L. Hudgins and Mary A.	)	For Somerset County.
Hudgins, administratrix of George W. Hudgins, dedd.	)	

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The petition of the complainant respectfully represents:

That the adult defendants, Mary A. Hudgins and Mary A. Hudgins administratrix of George W. Hudgins deceased have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by therules of this Court: that the infant defendant, Mary L. Hudgins has been duly summoned andhas answered said bill of complaint by guardian specially appointed by this Court.

The complainant therefore prays that thesaid bill of complaint may be taken pro confesso against the said Mary A/ Hudgins and Mary A. Hudgins administratrix of George W. Hudgins, deceased, non-answering adult defendants and that the complainant have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainant.

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins, Mary L. Hudgins and Mary A.	)	For Somerset County.
Hudgins, administratrix of George W. Hudgins decd.	)	

It appearing in the above entitled cause that the adult defendants, Mary A. Hudgins and Mary A. Hudgins, administratrix of George W. Hudgins deceased has been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time preseribed by the rules of this Court, andthat the infant defendant, Mary L. Hudgins has been summoned and has answered said bill of complaint by guardian specially appointed by this Court.

It is thereupon this 4th day of March nineteen hundred and twenty five upon the foregoing petition, adjudged ordered and decreed by the Circuit Court for Somerset County in Equity that the bill of complaint be and the same is hereby taken pro confesso against the said Mary A. Hudgins, and Mary A. Hudgins, administrator of George W. Hudgins, deceased and it is further ordered that the complaint have leve to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And afterwards to wit on the 24th March 1925 F. Douglass Sears examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain testimony by him taken, in the words following to wit:

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins, Mary L. Hudgins. Mary A.	)	For Somerset County.
Hudgins, administratrix of Geo. W. Hudgins, decd.	)	

In this cause an order having been passed for the taking of testimony to support the allegaions of the Narr I. F. Douglass Sears one of the Standing Examiners for the Circuit Court of Somerset County in Equity, duly appointed sworn etc., did take the following testimony in the Office of C. P. Lankford in the City of Crisfield, on this 23rd day of March 1925, to wit:

Charles L. Matthews, a witness of lawful age, produced on the partof the complainant being by me first duly sworn, deposes and says:

Int. State your name, age, residence and occupation?

Ans. My name is Charles L. Matthews my age is 79 years, my residence Crisfield, Somerset,County Maryland, I am not engaged in any active business at this time.

Int 2. Are you acquainted with the parties to this suit? If so where do they reside.

Ans. I am the complainant, and as I said befor reisde in Crisfield Maryland, I am acquainted with the defendants. The defendant Mary A. Hudgins, is the widow of George W. Hudgins and the defendant Mary L. Hudgins is the only child of the said George W. Hudgins and they both reside in Somerset County, Maryland.

Int 3. Were you or not acquainted with George W. Hudgins and if so is he living or dead? If dead when did he die. Please state whether or not he died intestate?

Ans. I was well acquainted with George W. Hudgins. He died in the month of September, nineteen hundred and twenty four. He left no will.

Int 4. Please state whether or not thesaid George W. Hudgins was indebted at the time of his death, and if so to whom was he so indebted.

Ans. The said George W. Hudgins at the time of his death was indebted to me in the sum of fifty-five dollars on his promissory note dated the sixth day of April, nineteen hundred and twenty one and payable twelve months after date, and was also indebted to me in the sum of twenty seven dollars and fifty cents, on his promissory note dated the twenty first day of February, nineteen hundred and twenty two, and payable six months after date. The papers now shown me, marked Exhibits "A" and "B" are the promissory notes on and by which the said George W. Hudgins was so indebted to me. No part of the aforesaid debts due me have been paid, but interest on both notes has been paid to the twenty first day of April nineteen hundred and twenty five. The said George W. Hudgins was also indebted to divers other persons at the time of his death, but I am unable to say to whom and in what amounts he was so indebted.

Int 5. Please state who are the heirs at law of thesaid George W. Hudgins their names and ages?

Ans. The said George W. Hudgins left surviving him as his only heirs at law thedefendant Mary A. Hudgins his widow, andthe defendant, Mary L. Hudgins, his only child. The said Mary A. Hudgins is above the age of twenty one years, andthe defendant Mary L. Hudgins is an infant under the age of twenty one years, They both reside in Crisfield, Somerset County, Maryland.

Int 6. Please state whether or not the said George W. Hudgins left any personal estate, and if so what is its value; Plesae state whether or not there has been any administration granted on said personal estate?

Ans. The said George W. Hudgins left a small personal estate which was appraised at about one hundred and fifty dollars. Letters of administration on said personal estate were granted by the Orphans Court for Somerset County to his widow the defendant Mary A. Hudgins. The paper now shown me marked Exhibit "C" is a certificate of granting of such lettersnof administration.

Int 7. State what real estate if any the said George W. Hudgins owned at the time of his death,

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Where it is located and what in your opinion is its value.

Ans. The said George W. Hudgins was seized and possessed at the time of his deathof a house and lot on North Fourth street in the town of Crisfield, Somerset County Maryland which was conveyed to the said George W. Hudgins by myself and wife. He also owned a marsh lot in Crisfield, which I think was conveyed to him by Thomas S. Hodson and wife. I should think the first parcel worth about $500.00. and the other piece is worth about $25.00.

Int. Please state whether or not the personal estate of the said George W. Hudgins is sufficient to pay all the just debts due and owing by the said George W. Hidgins at the time of his death.

Ans. The personal estate of the said George W. Hudgins is not sufficient to pay allthe just debt due and owing by the said George W. Hudgins at the time of his death.

Court Question.

Ans. I know nothing further. Charles L. Matthews.

Witness: F. Douglass Sears.

Mary A. Hudgins a witness of lawful age, produce on the part of the complainant being by me first duly sworn, deposes and says:

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

Ans. My name is Mary A. Hudgins my age is 63 years my residence Crisfield, Somerset County, Maryland and my occupation general work.

Int 2. Are you acquainted with the parties to this suit? If so where do they reside?

Ans. I am one of the defendants and I am acquainted with Mr. Charles L. Matthews, the complainant and with Mary L. Hudgins the other defendant. They both live in Crisfield, Somerset County, Maryland

Int 3. Were you or not acquainted with George W. Hudgins and if so is he living or dead? If dead when did he die Please state whether or not he died intestate.

Ans. I was acquainted with George W. Hudgins . He was my husband He died in September, nineteen hundred and twenty four. He left no will.

Int 4. Please state whether or not the said George W. Hudgins was indebted at the time of his death and if so in what amount was he so indebted?

Ans. The said George W. Hudgins at the time of his death was indebted to Mr. Charles L. Matthews on one note for $50.00) and on another note for $27.50 and the papers now shown me marked Exhibit "A" and "B" are the notes by which he was so indebted to Mr. Matthews When my husband was taken to the hospital, in order to meet his expenses. I with Samuel F. Hudgins a brother of George W. Hudgins borrowed one hundred and fifty dollars from Mr. Matthews on or note, and we used fifty dollars of the money for the expenses of my husband and paid back one hundred dollars of the amount borrowed to Mr. Matthews leaving a balance of fifty dollars still due Mr. Matthews on this account. The said George W. Hudgins was also indebted in the sum of $63.85 for doctors bill $58.00 for undertaker in Crisfield and $110.00 for undertaker in Baltimore and he also owed other debts the amounts of which I can not recall.

Int 5. Please state who are the heirs at law of the said George W. Hudgins, their names and ages?

Ans. The said George W. Hudgins left surviving him as his only heirs at law myself his widow, and the defendant, Mary L. Hudgins his only child, who is not my child, but a child of the said George W. Husgins by a former marriage. I am of course above the age of twenty one years but the said Mary L. Hudgins is an intant under the age of twenty one years.

Int 6. Please state whether or not the said George W. Hudgins left any personal estate and if so what is its value. Please state whether or not any administration has been granted on said personal estate?

Ans. The said George W/ Hudgins left a small personal estate and letters administration on said personal estate were granted to me as executrix. The paper now shown me marked Exhibit "C" is a certificate of the granting of such letters of administration. The personal e state has been disposed of by me as administratrix and ohly amounts to a little over one hundred dollars.

Int 7.Pleas state what real estate of any, the said George W. Hudgins owned at the time of his death described it and give its value in your opinion?

Ans. At the time of his death the said George W. Hudgins owned a house and lot on North Fourth

Street in the Town of Crisfield, Somerset County, Maryland, adjoining Shiloh M. E. Church and also owned a small marsh lot. I should thing the whole property worth about $800.00.

Int 8 Please state whether or not the personal e state of the said George W;. Hudgins is sufficient to pay and discharge all the just debts due and owing by the said George W. Hudgins at the time of his death?

Ans. The personal estate of the said George W. Hudgins is not sufficient to pay and discharged all the just debts due and owing by him at the time of his death.

Court Question. Ans. I know nothing further.

Witness: F. Douglass Sears. Mary A. Hudgins.

There being no further witness present to be examined the papers in this case are returned herewith to the Court at the suggestion of Counsel for the Plaintiff and I certify that the annexed bill of costs as correct.

The examiner also files herewith Exhibits marked "A" and "B". and "C" to be used at the hearing of this cause.

Bill of costs.

Examiner's fee $4.00

F. Douglass Sears, Examiner in Chancery.

Exhibit "C" referred to in the foregoing Report is as follows:

Maryland SC: The State of Maryland To all persons to whom these presents shall come Greeting Know ye that administration of all the goods chattels and credits of George W. Hudgins late of Somerset County deceased is hereby granted and committed unto Mary A. Hudgins the administrator.

Witness John R. Corbin Esq.,
Chief Judge of the Orphans Court this 2nd day of December
Anno Domini 1924.

Test: Hardy B. Cullen
Register of Wills for Somerset County.

State of Maryland, Somerset County SS:

I Hardy B. Cullen Register of Wills and by law Keeper of the seal and of the Records of the Original Papers of the Orphans Court of Somerset County do hereby certify that the aforegoing is true and full copy of the letters of administration granted unto Mary A. Hudgins upon the estate of George W. Hudgins late of said county deceased taken from Liber L. R. #39 folio 248. the same being one of the records kept in the office of the Register of Wills for Somerset Co.

, Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 14th day of January in the year of our Lord nineteen hundred and twenty five.

Hardy B. Cullen
Register of Wills for Somerset Co,

And afterwatd to wit on the 15th April 1925 the Circuit Court here passed the following decree in the premises to wit:

Charles L. Matthews	)	In Equity
Vs.	)	In the Circuit Court
Mary A. Hudgins and others.	)	For Somerset County
		No. 3767 Chancery

This causenstanding ready for hearing and being submitted without argument the proceedings were read and considered.

It is thereupon this 15th day of April in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Clarence P. Lankford be and he is hereby appointed trustee to make sale the course and manner of his proceedings shall be as follows, he shall first file in the office of the Clerk of this

Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk. in the penalty of two thousand dollars if individually surety or sureties or one half of said penal sum if corporate secutity,conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future order or decree in the premises, he shall then proceed to make sale of said real estate having first given at least twenty days previous notice, inserted in some newspaper printed in said 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 cashmon the day of sale the balance of the purchase money to be paid in six months from day of sale the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales the said trustee shall return to this Court a full andparticular 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 this Court 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 acknowledged according to law convey to the purchaser or purchasers of said property, to his, her, or their heirs or assigns the property to him, her or them sold free, clear and discharged of all claims 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 said sale or sales and the bonds 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising sale or sales the said trustee is directed to give notice to the creditors of the said George W. Hudgins to file their claims with the vouchers thereof in the Office of the Clerk of this Court within one month from the day of said sale or sales.

Robert F. Duer.

And thereupon the said Clarence P. Lankford Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we, Clarence P. Lankford Principal and Lorie C. Quinn Sr., and Edward P. Wyatt sureties are held and firmly bound unto the state of Maryland, in the full and just sum of Two Thousand dollars current money to be paid tonthe said state of Maryland or its certainattorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirsm executors and asministrators, jointly and severally firmly by these presents sealed with our seals and dated this 8th day of May in the year nineteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford by virtue of a decree of the Circuit Court for Somerset County in Equity has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Charles L. Matthews against Mary A. Hudgins andothers now pending in said Court and whereas the said Clarence P. Lankford is about to enter upon the execution of said trust.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford 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 shall be void otherwise to be and remain in full force and virtue in law.

Witness: Henson W. Sterling.

Clarence P. Lankford (SEAL).
Lorie C. Quinn Sr., (SEAL).
Edward P. Wyatt (SEAL).

Which said bond was thus thereon endorsed.

The above bond approved this 8th day of May 1925.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 12th May 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins and others.	)	For Somerset County

The report of Clarence P. Lankford Trustee appointed by a decree of this Court, passed in the above entitled cause dated the fifteenth day of April in the year nineteen hundred and twenty five to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with secutity for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said decree and giving notice of the time, place manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Crisfield, Somerset County, Maryland for three successive weeks before the day of sale he did pursuant to said notice, attend in front of the Post Office in the Town of Crisfield Maryland on Saturday the ninth day of May in the year nineteen hundred and twenty five at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell said real estate the same being the real estateof which George W. Hudgins late of Somerset County deceased died seized and possessed in manner following that is to say:

Your trustee offered at public sale to the highest bidder all that lot or parcel of land with the improvements thereon situate lying and being in the Town of Crisfield Somerset County in the state of Maryland, on the south side of Maryland Avenue, adjoining the Shiloh Church lot and described as follows: Beginning for the same on the south side of said Maryland Avenue, at the corner of the Shiloh Church lot thence running south westerly by and with said Shiloh Church lot a distance of ninety nine (99) feet thence northerly a distance of seventy eight (78) feet to said Maryland Avenue and thence Westerly, by and with said Maryland Avenue, a distance of fifty one (51) feet to the place of beginning being the same and all the real estate and premises conveyed unto the said George W. Hudgins late of Somerset County, deceased, by Charles L. Matthews and wife by deed bearing date the thirtieth day of March in the year nineteen hundred and one and recorded among the land records of Somerset County in Liber O T.B. NO. 30 folio 497 etc., whereupon "The Trustees of Shiloh Methodist Episcopal Church of Crisfield, Maryland a religious corporation existing under the laws of the state of Maryland being the highest and best bidder therefor. became the purchaser thereof at and for the sum of Eleven Hundred and twenty five dollars ($1125.00) all of which has been paid to your trustee in cash.

And your trustee further reports that at the time of advertising said sale, he gave notice to the creditors of the said George W. Hudgins, deceased, to file their claims, with the vouchers thereof in the office of the Clerk ofnthe Circuit Court for Somerset County, within one month from the day of said sale.

And your trustee prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted. Clarence P. Lankford, Trustee.

State of Maryland. Somerset County to wit:

I hereby certify thaton this 12th day ofMay, in the year nineteen hundred andtwenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee named in the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins and others.	)	For Somerset County.

Ordered by the Clerk of the Circuit Court for Somerset County, this 12th day of May, in the

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year nineteen hundred and twenty five, that the sale of property made and reported by Clarence P. Lankford, trustee appointed by a decree of this Court to make said sale, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of June next; provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 12 day of June next.

The report states the amount of sales to be $1125.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 30th day of June 1925, come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complaint, by his solicitor, aforesaid the court herepassed the following order, to wit:

Charles L. Matthews	)	No. 3767 Chancery
Vs.	)	In the Circuit Court
Mary A. Hudgins and others.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 30th day of June, in the year nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford trustee be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause.

Joseph L. Bailey.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity, begun and held at Princess Anne Town, in and for said county on the first Monday in July 1925

Were present. Hon. John R. Pattison, Chief Judge.

Hon. Joseph L. Bailey Asso. Judge

Hon. Robert F. Duer Asso. Judge.

Luther Daugherty. Sheriff. W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among other were the following to wit:

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Be it remembered that heretofore to wit on the 23rdday of April 1925 a certain Emma V. Thomas King by Henry J. Waters her solicitor exhibited an d filed in the Circuit Court here a certain mortgage executed and delivered to Charles Wesley Fontaine by a certain Robert H. King of said County and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this thirteenth day of November in the year nineteen hundred and nine by Robert H. King of Somerset County and state of Maryland:

Whereas the said Robert H. King has borrowed of and from Charles Wesley Fontaine of said county and state the full sum of one Hundred and twenty five dollars ($125.00) and has given therefor his bill obligatory for said principal sum of even date herewith, payable to the said Charles Wesly Fontaine his personal representatives or assigns one year after date with interest from date, to better secure the payment of which said sum with interest as aforesaid, when andas the same shall become due and payable, these presents are executed.

Now therefore this mortgage witnesseth that in consideration of the premises and of the sum of one dollar the said Robert H. King does grant and convey unto the said Charles Wesley Fontaine his heirs and assigns all that lot or parcel of land whereon the said Mortgagor now resides situate near the town of Princess Anne in Somerset County aforesaid and bounded on the south by the Manokin River and year the south side of the county road leading from Princess Anne to Monie, and containing one half (½) acre of cleared land more or less and being the same land and premises conveyed unto the said Robert H. King by the St. John Beneficial Society of Somerset County, by deed dated the 25th day of July, 1883, and recorded among the land records of said Somerset County in Liber B. F.L. No. 6 folios 297 etc., to which said deed and all the references therein contained special reference is hereby made as part hereof for a more full andparticular description of the property hereby montgaged.

And also all that lot containing one fourth (¼) af an acre of land more or less owned by said mortgagor and situ te near the first above described lot.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagor shall well andtruly pay unto thesaid Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagor shall possesse the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every king levied or assessed or to be levied or assessed on said hereby mortgaged property whin taxes, public dues, charges, mortgage debt and interest aforesaid the said Robert H. King does hereby covenant to pay when legally demandable. But if default be made in the payment of

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said money or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal representatives or assigns, or Joshua W. Miles or Henry L. D. Stanford their attorney or agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurren in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns and which sale shall be made in the manner following: Viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in said Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale, to apply, first to the payment of all expenses indicent to such sale, including a reasonable attorney's fee and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the stateof Maryland, secondly, in the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagee or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagor or any person in his behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable attorney's fee and one half the commissions hereinbefore mentioned, to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees, and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure andpending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least one hundred and twenty five dollars and to cause the policy or policies 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 personal representatives and assigns in the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policiesas aforesaid the said mortgagee hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgage maybbe required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the day of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagors.

Test: E. B.Lyons. Robert H. King (SEAL).

State of Maryland Somerset County to wit:

I hereby certify that on this day of November in the year nineteen hundred and nine before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared Robert H. King the mortgagor bamed in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed and at the same time and place also personally appeared before me Charles Wesley Fontaine the mortgagee named above and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he the said Mortgagee has not required the mortgagor his agent or attorney or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid in advance nor will he the said morttage require any tax levied thereon to be paid by

mortgager or any person for him during the existance of this mortgage.

Emanuel B. Lyons J. P.

For value received I hereby assign the within and foregoing mortgage to Emma V. Thomas King without recourse to me.

Witness my hand and seal this 2nd day of February 1916.

Witness: Eugene S. Morris. Edgar Fontaine (SEAL).
Received for record 13th Nov. 1909 and recorded Extr Cheales Wesley Fontaine.
in Liber S.F.D. NO. 51 folio 372 &c., one of the land records of Somerset County.
State of Maryland, Somerset County to wit: Per: S. Frank Dashiell, Clerk.

I hereby certify that on this 7th day of February 1906 personally appeared before me the subscriber a Justice of the Peace of the state of Maryland in and for the County aforesaid Emma V. Thomas King assignee of the within mortgage and made oath in due form of law that she has not required the within named mortgagor his agent or attorney or any person for the within named mortgagor to pay the tax levied upon the interest covenanted to be paid in advance now will she require any tax leveied thereon to be paid by the said mortgagor or by any person for him during the existance of this mortgage.

Charles R. Porter J. P.

Received for record 7th February 1916 and recorded in Liber W.J.S. NO. 70 folio 269 one of the land records of Somerset County.

PerW. Jerome Sterling, Clerk.

For value received and for the purpose of collection and foreclosure I hereby assign the within and foregoing mortgage to Henry J. Waters.

Witness my hand and seal this 23rd day of April 1925.

Witness: Emma V. Thomas King, (SEAL).

P. C. Wilson Waters.

Filed for record 23rd day of April 1925.and recorded in Liber W.J.S. NO. 51 folio 372.

Test: W. Jerome Sterling, Clerk.

Bill Obligatory referred to in the foregoing Mortgage is as follows:

$125.00 For value received I promise to pay unto Charles Wesley Fontaine his personal representatives or assigns the full sum of One Hundred and twenty five dollars ($125.00) with onterest from date the same being secured by mortgage of even date herewith.

As witness my hand and seal this 13th day of November 1909.

Witness: W. B. Lyons. Robert H. King (SEAL).

For value received I herewith assign the within and aforegoing obligation to Emma V. Thomas King without recourse. Witness my hand and seal this 2nd day of February 1916.

Edgar Fontaine.
Witness: Eugene S. Maddox. Extr Charles Wesley Fontaine.

For value received and for the purpose of collection I hereby assign the within bill obligatory to Henry J. Waters. Witness my hand and seal this 23rd day of April 1925.

Witness: P. C. Wilson Waters. Emma V. Thomas King (SEAL).

And thereafter the said Henry J. Waters Trustee filed in Court here a bond as follows:

KNOW ALL MEN BY THESE PRESENTS, that we Henry J. Waters and Cassius M. Dashiell of Somerset County in the State of Maryland are held and firmly bound unto the said state of Maryland, in the full and just sum of one 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 Executors and administrators jointly and severally, firmly by these presents sealed with our seals and dated this 23rd day of April, 1925,

Whereas by mortgage dated the 13th day of November 1909, recorded among the land records of Somerset County, in Liber S.F.D. No. 51 folio 372 a certain Robert H. King conveyed to Charles Wesley Fontaine certain real estate in said county in the state of Maryland fully described in said mortgage to secure the payment of the sum therein mentioned and whereas by assignment dated the 2nd day of February 1916, duly recorded among said records Edgar Fontaine, Executor of the

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last will and testament of the said Charles Wesley Fontaine assigned said mortgage to Emma V. Thomas King and whereas default has occurred in the conditions of said mortgage and whereas by assignment dated the 23rd day of April 1925, the said Emma V. Thomas King assigned said mortgage to the said Henry J. Waters for the purpose of foreclosure by assignment also duly recorded among said land records and whereas the said Henry J. Waters by virtue of the power andtained in said mortgage is about to execute the power of sale in said mortgage contained by sale of the mortgage property.

Now the conditions of the above Obligation is such that if the above bounden Henry J. Waters do and shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgage property or the proceeds thereof then the above obligation shall be void otherwise to be and remain in full force and value in law.

Test: P. C. Wilson Waters. Henry J. Waters (SEAL).

Cassius M. Dashiell (SEAL).

Which said bond was thus thereon endorsed.

Within Bond and security hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to witnon the 20th May 1926 the said trsutee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed are in the words following to wit:

Henry J. Waters, Ex Parte. No. 3794 Chancery

In the Circuit Court

For Somerset County

Maryland.

To the Honorable the Circuit Court for Somerset County, Maryland In Equity:

The report of Henry J. Waters assignee of a mortgage from Robert H. King to Charles Wesley Fontaine dated the 13th day of November 1909, recorded among the land records of Somerset County Maryland in Liber S.F.D. No. 51 folio 372 et seq., assigned by Edgar Fontaine executor of Charles Wesley Fontaine to Emma V. Thomas King, by assignment dated on the 2nd day of February 1916, duly recorded among said land records and also assigned by the said Emma V. Thomas King to the said Henry J. Waters for the purpose of foreclosure by assignment dated the 23rd day of April 1925, also duly recorded among said land records respectfully represents.

That after default had occurred in the terms and conditions of said mortgage and after having filed a bond with approved security as required by law conditioned for the faithful performance of the trust reposed in him by said mortgage and after having given at least twenty days previous notice of the time place manner and terms of sale by advertisement in the Marylander and Herald a weekly newspaper printed in Somerset County and by hand bill posted at the Cour House door and other public places in said County he did in pursuance of said notice attend at the Court House door in Princess Anne Maryland on Tuesday the 19th day of May,1925, at or about the hour of Two O'clock P. M. and then andthere proceeded to sell at public auction the real estate conveyed by said mortgage, as follows: He offered all that lot of land on Bowlands Hill in West Princess Anne Election District in Somerset County, Maryland and near the Town of Princess Anne bounded on the south by the Manokin River and near the south side of the state road leading from Princess Anne to Monie, containing one half of an acre of cleared land more or less being the same land which was conveyed to the said Robert H. King by the St. John's Beneficial Society of Somerset County by deed dated the 28th day of July, 1883, recorded among said land records in Liber B.F.L. NO. 6 folio 297 et se., improved by a dwelling house in fair condition and also all that lof of land containing one-fourth of an acre more or less owned by the said Robert H. King and situated near the first above described lot being all the lands described in said mortgage and sold the same to Edward Armwood and Henrietta Armwood his wife as tenants by the entireties they being then and there the highest bidder therefor at and for the sum of Six Hundred and twenty dollars ($620.00) and the said

purchaser have complied with the terms of sale to the satisfaction of the said assignee.
And the said assignee brings into Court the funds arising from said sale and prays a ratification of his proceedings in the premises.
All of which is respectfully submitted.

Henry J. Waters, Assignee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 20th day of May, 1925, before me the subscriber the Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Henry J. Waters the assignee mentioned in the foregoing report of sales and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

Henry J. Waters, Ex parte.	)	No. 3794 Chancery
	)	In the Circuit Court
	)	For Somerset County, Maryland
	)	Trust created by Mortgage from Robert H.
	)	King to Charles Wesley Fontaine assigned to
	)	Emma V. Thomas King and by her assigned to
	)	Henry J. Waters for the purpose of foreclosure.

Ordered by the Subscriber Clerk of the Circuit Court for Somerset County, Maryland, in Equity this 20th day of May, 1925, that the report of Henry J. Waters the assignee named in the above cause and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed on or before the 17th day of June 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 15th day of June, 1925.
The report states the amount of sales to be Six Hundred and twenty dollars ($620.00).

W. Jerome Sterling, Clerk.

And now at this day to wit on the 14th day of July 1925 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Henry J. Waters	)	In the Circuit Court
Ex Parte.	)	For Somerset County, Maryland
	)	No. 3794 Chancery

It having been proved to the Court that a copy of the preceding order Nisi has been published according to the provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 14th day of July 1925 ordered by the Circuit Court for Somerset County Maryland, in Equity, that the within report of Henry J. Waters assignee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer. Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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Be it remembered that heretofore to wit on the 23rd day of December 1909 a certain Henry J. Waters by Henry J. Waters Sr., his solicitor exhibited and filed in the Circit Court a certain mortgage executed and delivered to Henry J. Waters Jr. et als By a certain Joseph G. Dashiell and wife of Said County and state which said mortgage is in the words following to wit:

THIS MORTGAGE , made this 11th day of September in the year nineteen hundred and fifteen by us Joseph G. Dashiell and Lillian G. Dashiell his wife of Somerset County in the state of Maryland, whereas the aid Joseph G. Dashiell and Lillian G. Dashiell his wife have this day borrowed from Henry J. Waters Sr., guardian of Henry J. Waters Jr., P. C. Wilson Waters; Emily Wilson Waters. Levin L. Waters and Robert W. Waters wards of the said Henry J. Waters Sr., and have executed to the said Henry J. Waters Sr., guardian as aforesaid their Bill obligatory bearing even date herewith for the said principal sum of Three Hundred dollars with interest thereon payable annually from the date thereof the whole principal sum payable two years from the date thereof and to secure the payment of which sum with interest as aforesaid these presents are executed.

Now thereforethis mortgage witnesseth that in consideration of the premises and of the sum of one dollar the said Joseph G. Dashiell and Lillian F. Dashiell his wife do grant and hereby convey unto the said Henry J. Waters Jr., P. C. Wilson Waters Emily Wilson Waters. Levin L. Waters and Robert W. Waters wards of the said Henry J. Waters Sr., all that store house and lot of land situated on the east side of the county road leading from Champ P. O. to Muirs Store and in St. Peters Election District in Somerset County, Maryland and adjoining the John Wise land and also adjoining the land known as the Fitzgerald land and containing four acres of land more or less, and being the same land which was conveyed to the said Joseph G. Dashiell by William W. Wilkins and wife by deed dated on the 6th day of September in the year 1915, and to which said deed and all the recitsls therein contained and intended tobe recorded among the land records of Somerset County Maryland cotemporaneously with this mortgage reference is here made for a more full and and perfect description of the land and premises hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees their heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagees the aforesaid sum of moneywith interest as aforesaid, as the ame shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be perfoemed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts, and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues charges, mortgage debts and interest aforesaid the said Joseph G. Dashiell and Lillian G. Dashiell do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of the, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shsll be lawful for the said mortgagees their personal representatives or assigns or Henry J. Waters their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs ar assigns; and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other

notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first, to the payment of all expenses incidnt to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagor or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property andno sale advertised under the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale. And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Four hundred dollars and to cause the policy to be affected thereon to be so framed or endorsed as in case of fire toinure to the benefit of the said mortgagors their personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements thereon for the benefit of the mortgagees and to deposit the policy or policies as aforesaid the said Mortgagors hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagees may be required to pay for such insurances shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment , as though included in the mortgage debt hereinbefore first mentioned. Witness the hands and seals of the said mortgagors.

Test: Joseph G. Dashiell (SEAL).

Charles R. Porter. L. Grace Dashiell (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this eleventh day of September in the year nineteen hundred and fifteen before me the subacriber a Justice of the Peace of the State of Maryland in and for Somerset County Maryland personally appeared Joseph G. Dashiell and Lillian G. Dashiell the mortgagors named in the foregoing mortgage and did each acknowledge the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me Henry J. Waters guardian for the above named mortgagees and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he nor the said mortgagees have not required the mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he nor the said mortgagees require any tax levied thereon to be paid by the mortgagors or any person for them during the existance of this mortgage, and also made oath in due form of law that he is the guardian of the above named mortgagees and the duly qualified agent of the above named mortgagees for the purpose of making this affidavit.

Charles R. Porter J. P.

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Bill obligatory referred to in the foregoing Mortgage is as follows:

$400.00. Two years after date we jointly and severally promise and oblige ourselves our executors or administrators to pay to Henry J. Waters Jr., P. C. Wilson Waters, Emily B. Waters Levin L. Waters and Robert W. Waters his successors or assigns the full andjust sum of Four Hundred dollars ($400.00) with interest thereon payable annually from the date hereof.

This obligation being given for money this day borrowed from the said Henry J. Waters, guardian as aforesaid and applied to the payment of the purchase money for store and house and lot of land known as the John T. Muir sore house property in St. Peters Election Dist, in Somerset CountyMd., and is secured by mortgage and being even date herewith aforesaid property.

Witness our hands and seals this 11th day of September in the year 1915/

Test: Charles R. Porter. Joseph G. Dashiell (SEAL).

L. Grace Dashiell (SEAL).

And thereafter to wit on the 23rd day of December 1919 the said Henry J. Waters Trustee as aforesaid filed in Court here the following Bond:

KNOW ALL MEN BY THESE PRESENTS, that we Henry J. Waters and Charles W. Wainwright of Somerset County and state of Maryland are held and firmly bound unto the state of Maryland in the full and just sum of Eight hundred dollars to be paid to the said state or its certain Attorney to which payment well andtruly to be made we bind ourselves and each of usm our and each of our heirs executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this 23rd day of December in the year one thousand nine hundred and nineteen.

Whereas the above bounden Henry J. Waters by virtue of the power and authority contained in a Mortgage from Joseph G. Dashiell and Lillian G. Dashiell his wife to Henry J. Waters Jr., and others and dated on the 11th day of September 1915, and recorded among the land records of Somerset County, Maryland in Liber W.J.S. No. 69 folio 244 et seq., is authorized and empowered to sell the real estate in said mortgage described and whereas default having occurred in the covenants and conditions of said mortgage and whereas the said Henry J. Waters is about to enter upon the execution of said trust.

Now the condition of the above obligation is such that if the above bounden Henry J. Waters do and shall well and faithfully perform the trust reposed in him by said mortgage or that may be reposed in him by any future decree or order of the Circuit Court for Somerset County in Equity, 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. Henry J. Waters (SEAL).

Chas W. Wainwright (SEAL).

James R. Stewart.

Which said bond was thus thereon endorsed

Bond approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 19th June 1925 the said trustee exhibited andfiledin the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit as aforesaid filed are in the words following to wit:

Henry J. Waters	)	No. 3368 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of Henry J. Waters attorney named in a mortgage from Joseph G. Dashiell and Lillian G. Dashiell his wife, to Henry J. Waters Jr., P. C. Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, dated the 11th day of September, 1915,recorded among the land records of Somerset County, Maryland in Liber W.J.S. No. 60 folio 244 et seq. respectfully represents:

That after default had occurred in the terms and conditions of said mortgage and after having filed a bond with approved security as required by law conditioned for the faithful performance of the

trus reposed in him by said mortgage and afterhaving given at least twenty days previous notice of the time place, manner and terms of sale by advertisment in the Marylander and Herald, a weekly newspaper printed in Somerset County and by hand bills posted at the Court House door and other public places in Somerset County he did by virtue of the power and authority contained in said mortgage and in pursuance of said notice attend at the Court House door in Princess Anne Maryland, on Tuesday the 30th day of December 1919, at or about the hour of one O'clock P. M. and then and there proceeded to sell at public auction, the real estate by said mortgage conveyed as follows: He offered all that lot of parcel of landin St. Peters Election District in Somerset County, Maryland situated on the east side of the county road in said District leading from Oriole to Champ P. O. containing four acres of land more or less and adjoining the lands owned or formerly owned by John Wise and adjoining the Elmwood estate and being the same land which was conveyed to Joseph G. Dashiell by William T. Wilkins and wife by deed dated the 6th day of September 1915, recorded among said land records in Liber W.J.S. NO. 68 folio 548 et seq., improved by a two story frame dwelling house and store combined and the highest bid made for the said property was Five Hundred dollars ($500.00) and the said attorney not considering said sum a fair and adequate price declined to accept said bid and withdrew said property from Public sale.

That since said offer at public auction your attorney has endeavored to sell said property at private sale for a fair and reasonable price and that on the 18th day of June 1925, was offered the sum of Seven Hundred and twenty five dollars ($725.00) at private sale by W. Richard Bedsworth and Ida D. Bedsworth his wife and your attorney believing said sum a fair , reasonable and adequate price for said property , accordingly sold the same to the said W. Richard Bedsworth and Ida D. Bedsworth his wife at and for the sum of Seven Hundred and twenty Five ($725.00) and the said purchasers have complied with the terms of sale to the satisfaction of your said Attorney.

And your said attorney brings into Court the fund arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

Henry J. Waters.
Attorney named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that onnthis day of June 1925 before me the subscriber Associate Judge of the Circuit Court personally appeared Henry J. Waters the attorney named in the foregoing report of sales and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Robert F. Duer.

Upon which said report the Circuit Court here passed the following order.

Henry J. Waters	)	No. 3368 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County
	)	Maryland

Trust created by mortgage from Joseph G. Dashiell and wife to Henry J. Waters Jr., P. C. Wilson Waters et als.

Ordered by the Circuit Court for Somerset County, Maryland in Equity this 19th day of June 1925, that the report of Henry J. Waters the attorney mentioned in the above course and the private sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 20th day of July, 1925, provided a copy of the order be inserted in some newspaper printed in Somerset County, Maryland once in each of three successive weeks before the 13th day of July 1925.

The report states the amount of sales to be Seven Hundred and twenty five dollars $725.00

Robert F. Duer, Judge.

And now at this day to wit on the 23rd day of July 1925 comes again into Court here the said trustee and on motion of the said trustee by his solicitor aforesaid the Court here passed the

following order to wit:

Henry J. Waters	)	No. 3368 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County, Maryland

Trust created by mortgage from Joseph G. Dashiell and wife to Henry J. Waters et als.

It having been proven to the Court that a copy of the preceding order Nisi has been published according to the provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 23rd day of July 1925, ordered by the Circuit Court for Somerset County, Maryland, in Equity that the within report of Henry J. Waters attorney and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer. Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: H. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 10th March 1922 a certain Bank of Crisfield of Somerset County and state of Maryland by Clarence P. Lankford its solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Bank of Crisfield from Asbury M. Evans and Addie V. Evans his wife, of said county and state which said mortgage is in the words following:

THIS MORTGAGE, made this ninth day of March in the year nineteen hundred and twenty two, by Asbury M. Evans and Addie V. Evans his wife of Somerset County in the state of Maryland: Whereas the said Asbury M. Evans and Addie V. Evans his wife have this day borrowed from the "Bank of Crisfield" a body corporate existing under the laws of the state of Maryland, the sum of Seven Hundred dollars ($700.00) which the said the Bank of Crisfield, a body corporate as aforesaid, has advanced and locned to the said Asbury M. Evans and Addie V. Evans his wife to enable the said Asbury H. Evans and Addie V. Evans his wife to complete the purchase of the real estate hereinafter described this day conveyed unto the said Asbury M. Evans and Addie V. Evans his wife by Perty O. Purcell and Maggie V. Purcell his wife, and which said sum so advanced has been paid by the said the Bank of Crisfield, a body corporate as aforesaid to the said Percy O. Purcell on account of the purchase money for said real estate and whereas, the said Asbury M. Evans and Addie V. Evans, have executed and delivered unto the said the "Bank of Crisfield" a body corporate as aforesaid, their promissory note for said sum of Seven Hundred dollars ($700.00) dated evenly herewith, payable to the said the Bank of Crisfield, a body corporate as aforesaid two years after date, with interest from date which said interest is to be paid semi-annually and whereas for the purpose of further securing the payment of said sum of money with interest and payable as aforesaid the said Asbury M. Evans and Addie V. Evans his wife have agreed to execute this mortgage. Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Asbury M. Evans and Addie V. Evans, his wife have granted and by these presents do grant and convey unto the said the "Bank of Crisfield, a body corporate as aforesaid, its successors and assigns all that lot or parcel of land situate lying and being in the Town of Crisfield, Somerset County in the State of Maryland, on the south side of Chesapeake Avenue, and described as follows: Beginning for the same on the south side of said Chesapeake Avenue at the North eawt corner of the land of William E. Gibson thence running in an easterly direction by and with the south side of said Chesapeake Avenue, a distance of thirty (30) feet to an iron bounder set up on the south side of said Chesapeake Avenue, at the land of Thomas S. Cullen thence in a southerly direction by and with the land of said Thomas S. Cullen a distance of eightyn(80) feet to another iron bounder at the land of Loda Lewis thence in a westerly direction

by and with theland of the said Loda Lewis, a distance of thirty (30) feet to the land of said William E. Gibson, and thence in Northerly direction by and with the land of said William E. Gibson a distance of eighty (80) feet to the place of beginning being the same and all the real estate and premises conveyed unto the said Asbury M. Evans and Addie V. Evans his wife by Percy O. Purcell and Maggie V. Purcell his wife by deed bearing even date herewith not yet delivered or recorded aht intended to be delivered and recorded among the land records of Somerset County cotemporaneously with this mortgage, and is all thereal estate and premises conveyed unto the said Percy O. Purcell by Irwin E. Milbourne and wife by deed bearing date the eighth day of July in the year nineteen hundred and twenty one and recorded among the said land records in Liber W.J.S. NO. 84 folio 446 etc.,--- to which said deeds and records and all the references in each of them contained, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

To have and to hold theaforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if thesaid Mortgagors shall well and truly pay unto the said Mortgagee theaforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said promissory note and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges, mortgage debt and interest aforesaid thesaid Asbury M. Evans and Addie V. Evans his wife do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee its successors assigns or Clarence P. Lankford its and their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey thesaid property to the purchaser or purchasers thereof, his her or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incidnt to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property, equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage whether the same shall have matured or not and the surplus (if any there be) shal shall be paid to the said Mortgagors or to whoever may be entitled to the same andin the event that said mortgaged property or any part thereof whall be advertised under the powers hereby granted, and that the said Mortgagors or any person in their behalf, shall pay said mortgaged debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident tosaid advertisement including a reasonable Attorney's fee. and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property andno sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid, andin the event that said property shall be sold under

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the powers hereby granted or under a decree or order of any Court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do gurther covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least seven hundred dollars andto cause the policy to be affected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagee its successors and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the aid mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test: Asbury M. Evans (SEAL).

Fred N. Holland. Addie V. Evans. (SEAL).

State of Maryland Somerset County to wit:

I hereby certify that on this ninth day of March in the year nineteen hundred and twenty two before me the subscriber a Justice of the Peace of the State of Maryland in and for Somerset County aforesaid personally appeared Asbury M. Evans and Addie V. Evans his wife the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, cashier of the Bank of Crisfield, Mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the cashier of the said Bank of Crisfield, mortgagee and its duly authorized agent for the purpose of making this affidavit.

Fred N. Holland
Justice of the Peace.

Received for record 10th March 1922 and recorded in Liber W.J.S. No. 83 folio 198&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Bill obligatory of the foregoing Mortgage is as follows:

$700.00. Crisfield, Md., March 9th 1922.

Two years after date we promise to pay to the order of Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, the sum of Seven Hundred dollars with interest from date, payable semi-annually at the Bank of Crisfield, Crisfield, Md., value received without offset. The maker and endorser each hereby waives the benefit of the Homestead exemption and all right, to exemption from execution as to the debt evidenced by this obligation, and if default be made in the payment hereof at maturity, hereby covenant to pay 10% additional as collection fee and hereby authorizes and empowers any Attorney of any Court of record to confess judgment against them for the above sum and the costs of suit. with 10% collection charges. And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

Witness: Asbury M. Evans

Fred N. Holland. Addie V. Evans.

And thereupon the said Clarence P. Lankford, Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents, that we, Clarence P. Lankford, principal and Warren F. Sterling and Wm E. Daugherty, sureties of Somerset County in the state of Maryland, are held and firmly bound unto the state of Maryland in the full andjust sum of Two 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 administrators jointly and severally, firmly by these presents sealed with our seals and dated this 5th day of May, in the year nineteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Asbury M. Evans and Addie V. Evans his wife to the Bank of Crisfield, a body corporate dated the ninth day of March, in the year nineteen hundred and twenty two and recorded among the land records of Somerset County in Liber W.J.S. No. 83 folio 198 etc., is authorized upon default to sell the real estate in said Mortgage mentioned and conveyed; and whereas default has occurred under the terms and conditions of said mortgage and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said property.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage and shall abide by and fulfil 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.

Witness	Clarence P. Lankford	(SEAL).
Joseph W. Disharoon.	Warren F. Sterling	(SEAL).
	Wm E. Daugherty	(SEAL).

Which said bond was thus thereon endorsed.

The above bond approved this 5th day of May, 1925.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 9th day of June 1925, the said trustee exhibited and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit, so as aforesaid filed are in the words following to wit:

Clarence P. Lankford, Ex Parte.	)	No. 3798 Chancery
Trust created by mortgage from Asbury M. Evans	)	In the Circuit Court
and Addie V. Evans his wife to the Bank of Crisfield.	)	For Somerset County.

To the Honorable the Jusges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford attorney under the power contained in a mortgage from Asbury M. Evans and Addie V. Evans his wife to the Bank of Crisfield, a body corporate existing under the laws of the state of Maryland bearing date the ninth day of March nineteen hundred and twenty two and recorded among the land records of Somerset County in Liber W.J.S. No. 83 folio 198 etc., and duly authorized and empowered to sell the real estate conveyed in said mortgage (default having occurred in the covenants therein) respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other requisites as required by law andthe said mortgage, and giving notice of the time, place, mannerand terms of sale by advertisement in the "Crisfield Times" a newspaper published in Somerset County for more than twenty days before the day of salem he did, pursuant to said notice attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday the sixteenth day of May, in the year nineteen hundred and twenty five at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell the real estate in said mortgage described in manner following that is to say:

Your attorney offered at public sale to the highest bidder all that lot or parcel of land and the improvements thereon situate lying and beingin the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Chesapeake Avenue. fronting thirty feet on said Chesapeake Avenue and running back a distance of eighty feet being the same and all the real estate and premises conveyed unto the said Asbury M. Evans and Addie V. Evans his wife, by Perty O. Purcell and Maggie V. Purcell his wife by deed bearing date the ninth day of March 1922, and duly recorded among the said land records of Somerset County and is also all the real estate and premises

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conveyed unto the said Percy O. Purcell by Irvin E. Milbourne andwife by deed bearing date the eighth day of July, in the year nineteen hundred and twenty one and recorded among the land records of Somerset County in Liber W.J.S. No. 84 folio 446 etc., and is also fully described in said mortgage whereupon Paul Cullen of Somerset County, in the State of Maryland, being the highest and best bidder therefor became the purchaser thereof at and for the sum of Nine Hundred and thirty five dollars ($935.00) all of which he paid to your attorney in cash.

And your attorney has distributed the proceeds of said sale as follows:

By the whole amount of sales.		$935.00
To costs and expenses.		
Advertising sale and order nisi.	$22.50	
State and County Taxes	46.67	
Crisfield Municipal Taxes	24.89	
Clerk's fee including record	10.50	
Auctioneer	3.00	
Solicitor	10.00	
Commissions	68.10	
Balance of this fund to the Bank of Crisfield, Mortgagee, on account of mortgage debt, per mortgage filed in this cause	749.34	$935.00

Statement of mortgage debt due the Bank of Crisfield, Mortgagee.

Amount of principal of Mortgage	$700.00
Interest to day of sale	49.82
Total amount due day of sale	749.82
Credit by allowance above	749.34
Balance due on mortgage debt and interest	.48

And your Attorney prays the ratification of his said proceedings and of the distribution of the proceeds thereof by him made.

Respectfully submitted.

Clarence P. Lankford. Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this day of May nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford attorney named in the above report of sales, and made oath in due form of law that the matters and things stated in the foregoing report are true to the besto of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Court here passed the following order to wit:

Clarence P. Lankford, Ex Parte	)	No. 3798 Chancery
Trust created by mortgage from Asbury M. Evans	)	In the Circuit Court
and Addie V. Evans his wife to the	)	For Somerset County.
Bank of Crisfield.	)	

Ordered by the Circuit Court for Somerset County this 25th day of May, nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford Attorney under power contained in a mortgage from Asbury M. Evans and Addie V. Evans, his wife to the Bank of Crisfield, and the distribution of the proceeds thereof by him made be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of June nect; provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 29th day of June next.

The report states the amount of sales to be $935.00.

Robert F. Duer.

And now at this day to wit on the 10th day of July 1925, comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order.

Clarence P. Lankford, Ex Parte.	)	No. 3798 Chancery
Trust created by mortgage from Asbury M. Evans	)	In the Circuit Court
and Addie V. Evans his wife to the Bank of Crisfield.	)	For Somerset County.
		July Term 1925.

Ordered by the Circuit Court for Somerset County this 30th day of July nineteen hundred and

twenty five that the sale of property made and reported by Clarence P. Lankford, Attorney in the above cause and the distribution of the proceeds thereof by him made, be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

Joseph L. Bailey.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered or record according to law, and the same is accordingly done.

Per: W. Thorne Sterling ,Clerk.

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of every kind levied, or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said W. Carroll Gunby does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee its successors ar assigns or Clarence P. Lankford its and their Attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his her, or their heirs or assigns, and which sale shall be made in the manner following, viz: Upon giving twenty days notice of the time , place manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court, having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagee its successors and assigns under the mortgage whether the same shall have matured or not and the surplus(if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers granted and that the said Mortgagor or any person in his behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee, and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stipped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any Court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale. And the said mortgagor does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of atleast two thousand dollars andto 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 its successors and assigns, to the extent of the lien or claim thereunder andto deposit the policy or policies in the hands of the mortgagee and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Fred N. Holland. W. Carroll Gunby (SEAL).

State of Maryland. Somerset County, to wit:

I hereby certify that on this 24th day of September in the year nineteen hundred and twenty one before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared W. Carroll Gunby the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed, and at the same time and place also personally appeared before me J. Coyne Sterling Assistant Cashier of the Bank of Crisfield, mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage

is true and bona fide as therein set forth, and that he is the Assistant cashier of thesaid the Bank of Crisfield mortgagee, and its duly authorized agent for the purpose of making this affidavit

Fred N. Holland,

Justice of the Peace.

Received for record September 27th 1921 and recorded in Liber W.J.S. NO. 82 folio 590 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Promissory note referred to in the foregoing Mortgage is as follows:

$2000.00. Crisfield, Md., September 24, 1921.

Two years after date we promise to pay to the order of the Bank of Crisfield a body corporate existing under the laws of the state of Maryland the sum of Two Thousand dollars with interest from date payable semi-annually at the Bank of Crisfield, Crisfield, Md., value received without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation and if default be made in the payment hereof at maturity hereby covenant to pay 10% additional as collection fee and hereby authorizes and empowers any Attorney of any Court of record to confess judgment against then for the above sum and the costs of suit with 10% collection charges. And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

Witness: Fred N. Holland. W. Carroll Gunby

Warren C. Gunby, Security.

And thereupon the said Clarence P. Lankford trustee filed in Court here a bond in the words following:

Know all men by these presents that we Clarence P. Lankford 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 Four 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 administrators and successors, jointly and severally firmly by these presents, sealed with our seals anddated this 1 day of June in the year nineteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from W. Carroll Gunby to the Bank of Crisfield, a body corporate, dated the twenty fourth day of September, in the year nineteen hundred and twenty one and recorded among the land records of Somerset County in the state of Maryland in Liber W.J.S. No. 62 folio 590 etc., is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the power of salein said mortgage contained by a sale of said property,

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage 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 named Clarence P. Lankford has hereunto set his hand and seal and the said body corporate has caused these presents to be duly executed by the Vice President thereof and under the seal of said body corporate the day and year first above written.

Witness: E. P. Wyatt. Clarence P. Lankford (SEAL).

Fidelity and Deposit Company of Maryland

By F. A. Barsh, Vice Pres.

Attest R. V. Hart, Secy

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Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

And afterwards to wit on the 17th June 1925 the said trustee exhibited andfiled in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following:

Clarence P. Lankford, Ex Parte	)	No. 3809 Chancery
Trust created by mortgage from W. Carroll	)	In the Circuit Court
Gunby to the Bank of Crisfield.	)	For Somerset County

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford, Attorney under the power and authority contained in a mortgage from W. Carroll Gunby to the Bank of Crisfield, a body corporate existing under the laws of the state of Maryland, bearing date the twenty fourth day of September, in the year nineteen hundred and twenty one and duly recorded among the land records of Somerset County in Liber W.J.S. No. 82 folio 599 etc., and duly authorized and empowered by the said mortgage to sell the real estate in said mortgage described and conveyed(default having occurred in the covenants therein respectfully shows:

That after giving bond with security for the faithful performance of his trust after having complied with all the other requisites as required by law andthe said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Somerset County for more than twenty days before theday of sale he did pursuant to said notice attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday the thirteenth day of June, in the year nineteen hundred and twenty five at or about the hour of 2.30 O'clock P. M. and then and there,proceeded to sell the real estate described and conveyed in said mortgage in manner following that is to say:

Your attorney offered at public sale to the highest bidder all that lot or parcel of land with the improvements thereon situate lying and being partly in the Town of Crisfield and partly in Asbury District Somerset County, in the State of Maryland on the South side of Chesapeake Avenue formerly called the "Rayfield Road" fronting ninety (90) feet on said Cheaspeake Avenue, and running back a distance of one hundred and fifty (150) feet being the same and all the real estate andpremises conveyed unto the said W. Carroll Gunby and a certain Rawdin P. Whittington by Charles A. Loockerman and wife by deed bearing date the eighth day of April in the year nineteen hundred andtwenty one and recorded among the said land records of Somerset County in Liber W.J.S. No. 84 folio 235 etc., the interest of the said Rawdon P. Whittington in said real estate having been conveyed unto the said W. Carroll Gunby by deed bearing date the twenty fourth day of September in the year nineteen hundred and twenty one and recorded among the said land recordsin Liber W.J.S. No. 85 folio 16 etc., and is also fully described in said mortgage whereupon Harry T. Phoebus and O. Lankford Phoebus partners trading as the Phoebus Automobile Company, of Somerset County, in the state of Maryland being the highest and best bidders therefor became the purchasers thereof at and for the sum of Three Thousand one hundred and fifty dollars ($3,150.00) and said purchasers have complied with the terms of said sale to the satisfaction of your Attorney.

And your attorney prays the ratification of his said proceedings and of the said sale by him made.

Respectfully submitted.

Clarence P. Lankford, Attorney.

State of Maryland, Somerset County to wit:

I hereby certify thaton this 17 day of June in the year nineteen hundred and twenty five before me the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford attorney named in the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

Clarence P. Lankford, Ex Parte	)	No. 3809 Chancery
Trust created by mortgage from W. Carroll Gunby	)	In the Circuit Court
to the Bank of Crisfield.	)	For Somerset County.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 17th day of June nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford Attorney under the power in a mortgage from W. Carroll Gunby to the Bank of Crisfield a body corporate , be ratified and confirmed unless cause to the contrary thereof be shown on or before the 17th day of July next, provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 17th day of July next. The report states the amount of sales to be $3,150,00.

W. Jerome Sterling, Clerk.

And now at this day on the 30th day of July 1925, comes into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Clarence P. Lankford, Ex Parte.	)	No. 3809 Chancery
Trust created by mortgage from W. Carroll Gunby	)	In the Circuit Court
to the Bank of Crisfield.	)	For Somerset County
		July Term 1925.

Ordered by the Circuit Court for Somerset County this 30th day of July nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford, attorney named in the aforegoing report of sales 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.

Joseph L. Bailey.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

State of Maryland, Baltimore City to wit:

At a session of the Superior Court of Baltimore City in the Fifty Judicial Circuit of the state of Maryland, begun and held at the Court House in and for the City aforesaid on the second Monday in January in the year of our Lord one thousand eight hundred and sixty.

Present the Honorable Robert N. Martin Judge.

George E. Sangston Clerk.

Among other were the following proceedings to wit:

Leah Jane Anderson	)	Be it remembered that heretofore to wit on
Mary E. Anderson	)	the 9th day of June in the year of our Lord
John W. T. Anderson	)	1858 came the said Leah Jane Anderson, Mary E.
Fannie E. Anderson	)	Anderson, John W. T. Anderson and Fanny E.
Vs.	)	Anderson in the Superior Court here by their
Lemuel T. Anderson, Cornelia A. Anderson	)	Solicitor William S. Waters Esquire and filed
and Louisa I. Anderson.	)	in Court here the following Bill of Complaint
		to wit:

To the Honorable Z. Collins Lee Judge of the Surerior Court for Baltimore City in Equity:

The Bill of complaint of Mary Elizabeth Anderson, John W. T. Anderson and Leah Jane Anderson of full age and Fannie E. Anderson and infant under the age of twenty one years by Leah I. Anderson her real frient all of Baltimore City respectfully represents.

That your complaniants Mary E. Anderson, John T. Anderson, and Fannie E. Anderson and also a

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certain Cornelia called in the will of John D. Anderson hereinafter referred to Amelia A. Anderson of full age and Lemuel T. Anderson and Louisa I. Anderson infants under the age of twenty one years also of Baltimore Coty aforesaid are seized as tenants in common in fee of a farm and a detached piece of wood land lying in Somerset County, Maryland, of which John D. Anderson died seized and which he devised to the said Mary Elizabeth Anderson, John W. T. Anderson, Fanny E. Anderson, Caroline A. Anderson by the name of Amelia Angeline Anderson, Lemuel Sheadon Anderson, Louisa Jane Anderson and also Eveline Wilmina Anderson(who since the death of the said John D. Anderson has departed this life under age and intestate to be equally divided between them as tenants in common as will appear by an authenticated copy of the will of the said John D. Anderson herewith filed as part of this Bill of Complaint and marked Exhibit "A" your complainants further represents that the complainant, Mary, John and Fanny are entitled each to one undivided sixth of thesaid real estate and the said Cornelia, Lemuel and Louisa areeach entitled to one undivided sixth of the said real estate and your complainants Leah Jane Anderson is entitled to a dower interest in the same.

Your complainants further represent that the said real estate cannot be divided among the parties entitled to the same without loss and injury except by a sale of the same and that it will be for the interest and advantage of all the parties interested to sell the said real estate and to divide the proceeds, thereof between the parties entitled in the proporations before stated (but the said Fanny, Lemuel H. Anderson and Louisa I. Anderson of Baltimore City are infants under the age of twenty one years and your complainants are therefore advised that a sale thereof cannot be had without the assistance of this Court.

To the end therefore that the said Lemuel T. Anderson , Cornelia A. Anderson and Louisa I. Anderson of Baltimore City may answer the premises and that a decree may be passed for the sale of the aforesaid land and the proceeds of the said sale be distributed between thesaid Lemuel T Anderson Cornelia A. Anderson and Louisa I. Anderson and your complainants Mary Anderson, John Anderson and Fanny Anderson in the proportions hereinbefore stated after deducting such part thereof as may be awarded to the said Leah I. Anderson for her dower interest and that your complainants may have such other and further relief as their case may require.

May it please your Honor to grant unto your Complainant the bill of subpoena against the said Lemuel T. Anderson, Cornelia A. Anderson and Louisa I. Anderson of Baltimore City 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 bound &c.

Wm S. Waters Sol for complainants.

The Exhibit referred to in the foregoing bill is as follows to wit:

John D. Anderson , Last will and testament.) In the name of God Amen, I John D. Anderson late of Somerset) but now a resident of the City of Baltimore, being sick and feeble of body, but of sound and discriminating understanding memory and will, do make and publish this as my last will and Testament in manner and form following that is to say after the payment of my funeral charges and just debts.

Item 1st: I give and devise unto my beloved wife Lear Jane Anderson, during the term of her natural life the use rents, profits and occupancy of the one third of my farm in Somerset County, and state aforesaid now under tent and in the occupancy of David Bonewell.

Item2nd: I give and devise unto my seven children to wit, Mary Elizabeth, John Wesley Thomas, Amelia Angeline, Lemuel Sheadon, Louisa Jane, Eveline Wilmina and Fanny Eveline, all and singular of my interest and estate in aforesaid farm after deducting andn appropriating the dower as aforesaid to my wife, to my aforesaid children not to be sold but divided by commissioners duly appointed and equally divided to them and their heirs forever, share and share and share alike as tenants in common and not not as joint tenants.

Intem 3rd I give and devise unto my aforesaid children two thirds of all my negro servants in Baltimore City and Somerset County or elsewhere to the said children to be equally divided between them to them and their heirs, share and share alike.

Item 4th I give and devise unto my said wife Lear Jane the other one third of my servants not

devised to my children to her and her heirs.

Item the 5th I give and devise to my said wife, the residue of my property not heretofore devised including meney in the house or on hand household and kitchen furniture of every discription and in every place, as all debts due unto her and to her heirs forever.

Item 6th I do hereby appoint and constitute my wife and her brother Morris H. Adams of Somerset County Maryland sole executors of this my last will and Testament, annulling and making all former wills by me heretofore made ratifying and confirming this and none other as my last will and Testament.

In testimony whereof I John D. Anderson have hereto set my hand and affixed my seal this twentiseventh day of January in the year of our Lord one thousand eight hundred and fifty four.

John D. Anderson (SEAL).

Signed sealed and published by the said John D. Anderson for and as his last will and testament in the presence of us who in his presence and the presence of each other at his request have hereto subscribed our names as witness thereto on the date aforesaid.

Israel Riggin.

Richard Brown.

Baltimore City SS: On the 9th day of February 1854 came Israel Riggin, Richard W. Brown and Richard Brown the three subscribing witnesses to the aforegoing last will and testament of John D. Anderson late of said City deceased and made oath on the Holy Evangily of Almighty God that they did see the Testator sign and seal this will that they heard him publish pronounce and declare the same to be his last will and testament that at the time of his so doing he was to the best of their apprehensions of sound and disposing mind memory, and understanding and that they subscribed the names as witnesses to this will in his presence at his request and in the presence of each other.

Sworn to in open Court.

Test: N. Hickman Register of Wills for Baltimore City.

In testimony that the aforegoing is a true copy taken from "Wills Liber N. H. No. 26 folio 72 &c. being one of the records in the office of the Register of Wills for Baltimore City.

I hereunto subscribe my name and affixed the seal of my office this first day of June in the year of our Lord eighteen hundred and fifty eight.

Test: Isaac I. Cook, Register of Wills. for Baltimore City.

Whereupon issued subpoena as prayed for in said Bill infound following to wit:

The State of Maryland to Lemuel F. Anderson, Louisa I. Anderson of Baltimore City greeting we command and enjoin you that all excuses set aside you be in your person before the Judge of the Superior Court of Baltimore City at the Court house in said City on the first day of July next to answer the complaint of Leah I. Anderson an infant by Leah Anderson her next friend against you in the said Court exhibited . Hereof fail not as ypu will answer the contrary at your peril.

Witness the Honorable Z Collins Lee Judge of our said Court the 1st day of June in the year of our Lord eighteen hundred and fifty eight.

Geo. E. Sangston Clk.

And now here at this day to wit on the twenty third day of June in the year aforesaid being a day before the return day of the foregoing subpoena the sheriff of Baltimore City to whom the same was delivered to be served made return thereof to the Court here , thus endorsed to wit:

"Summoned Lemuel T. Anderson and Louisa Jane Anderson,

Thomas Creamer, Sheriff .

And afterwards to wit on the twenty ninth day of June in the year aforesaid the following order was filed to wit:

Anderson and others.	)	In the Superior Court of Baltimore City in Equity:
Vs.	)	W. Sangston Issue commission to I. Bosman Kerr, Esq.,
Anderson and others.	)	to assign Guardian in this case.

Wm S. Waters Sol for compts.

Whereupon commission issued accordingly and afterwards to wit:

Whereupon Commission issued accordingly. And afterwards to wit on the Thirtyeth day of June in the year aforesaid the Commissioner named in said Commission made return of the same to the Court heretogether with his proceeding under and in presence thereof which are in the words and of the tenor following to wit:

To the Honorable X. Collins Lee, Judge of the Superior Court of Baltimore City in Equity.

The subscriber being the commissioner named in the annexed commission hereby certify that in execution of the powers thereby vested in me I did on the this day of June eighteen hundred and fifty eight proceed to the office of Wm S. Waters in the City of Baltimore, where Lemuel T. Anderson and Louisa Jane Anderson, infants named in the said Commission then were and caused the said Infants to be brought before me and then and there in the presence of the said infants assigned and appointed Robert L. Garretson of Baltimore City, Guardian to said Infants and took the answer of the said infants by their said guardian and under the oath of said guardian by me administered to the bill of complaint in said commission mentioned which said answer with said Commission is herewith returned closed under my hand and seal this thirty day of June in the year eithteen hundred and fifty eight. John B. Kerr (SEAL).

The answer of Lemuel T. Anderson and Louisa Jane Anderson infants under the age of twenty one years by Robert L. Garretson their Guardian to the bill of Complaint of Mary E. Anderson, John W. Anderson, Leah Jane Anderson and Fanny E. Anderson against them in the Superior Court for Baltimore City in Equity, Exhibited.

The Defendant cannot admit any of the matters and things alleged in said bill and being infants of tender years submitany of the matters and things alleged in said bill and being infants of tender years submit their rights to the protection of this Court.

R. L. Garretson.

On this thirty day of June eighteen hundred and fifty eight the above named Robert L. Garretson appeared before me Commissioner and made oath that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

John B. Kerr.

And afterwards to witnon the said 30th day of June in the year aforesaid the said Cornelius A. Anderson voluntarily appears in Court here by Robert L. Anderson Esq., her solicitor and filed in Court here the following answer to wit:

The answer of Cornelius A. Anderson by Robert L. Barrettson her solicitor to the Bill of Complaint of Mary Anderson et al against her in the Superior Court for Baltimore City in Equity exhibited.

This defendant admits the matters and things alleged in said bill and submits her right to such a decree as may be passed by this Honorable Court.

R. L. Garrettson Sol for defendant.

I agree to take the above as Suff.

Wm S. Waters Sol for Compt.

And afterwards to wit on the said 30th day of June in the year aforesaid the following order was filed to wit:

Anderson & Others	)	Superior Court for Baltimore City In Equity:
Vs.	)	It is agreed on this case that William W. Wise be appointed
Anderson and others.	)	Commissioner to take testimony in the above cause,
		June 30th 1858.

W. S. Waters Sol for Cpmpt.

Robert L. Garrettson, Guardian
For infant defendant and Sol for Adult Defendants.

Whereupon Commission issued according and afterwards to wit on the seventh day of August in the year aforesaid the Commissioner named insaid Commission made return of the same to the Court here togethernwith his proceedings under and in persuance thereof which are in the words and of the tenor following to wit:

Mary Anderson and others) In Equity in the Superior Court
Vs.) Of Baltimore City.
Lemuel T. Anderson and others)

Interrogatories to be propounded on behalf of the complainants in this cause to witnesses produced and examined by them before William W. Wise Esq., commissioner to take testimony in this cause.

First: Are you acquainted with the parties to this suit or either of them and if you are state which of them and the length of your acquaintance&c.

Second: Were you acquainted with John D. Addison and if you were state whether he is living or dead and if dead did he leave a will and children and if he left children state their names and residence and which of them are minors and which are of full and whether married or single and if married state the residence of their husbands &c.

Third: Did or did not John D. Anderson leave real estate if he did, describe the same and state whether in your opinion it conbe fairly and equally divided among his children and if in your opinion it cannot be, divided among them, state the reasons of that opinion and whether it would be the advantage of the parties interested to have the same sold state fully, your reasons&c.

Fourth: Do you know any other matter or thing material and important to be heard at the trial of this cause if you state the same fully and particularly.

W. S. Waters for complainants.

At the execution of the annexed commission issued out of the Superior Court of Baltimore City sitting as a Court of Equity and to me directed and empowering me to examine evidences in the cause depending in the said Court wherein Mary Anderson and others are complainants and Lemuel T. Anderson and others defendants I William W. Wise commissioner therein named having met on the 20th day of July 1858 at the office of John W. Crisfield, Esquire and taken the oath annexed to the said commission and having appointed Alfred H. Jones my Clerk and administered to him the Oath annexed to the said Commission to be taken by him did proceed then and there to take the following depositions to wit:

Morris H. Adams a witness of lawful age produced on the part of the complainant, being duly sworn and examined toInterrogatories, filed with the Commissioners by the Complainant and herewith returned deposes and says:

To the first interrogatory he answers and says I am acquainted with all the parties to this suit, Leah Jane Anderson is my sister and the others are her children my nieces and nephews.

I have known them from their infancy.

To the seond Interrogatory he answers and says I was acquainted with John D. Anderson he is dead He died in the City of Baltimore in 1854. he left a will which was admitted to probate in that City on the 9th day of February 1854 he also left the following children: Mary Elizabeth, John Wesley Thomas, Cornelia Angeline, Lemuel Theodore, Louisa Jane. Addline Wilmina and Fanny Godwin, Mary since the death of her father has married Severn Mister, Aleine Ailhmina died very shortly after her father in infancy, unmarried and without children said children with Severn Mister the husband of Mary all reside in the City of Baltimore and are all of age except Lemuel , Louisa and Fanny who are under twenty one years of age.

To the Third Interrogatory he answers and says John D. Anderson left real estate situated in Somerset County, Maryland, it contains some seven hundred acres according to the best of my information and belief the greater part of which nearly three fourths I imagine is uncleared there is but one dwelling house and out buildings upon the estate there are some small log houses on the property but wholly unfit for the accommodation of a tenant able to cultivate any considerable portion of the estate. The cleared land could not in my opinion be divided without impairing to a great extent its calue, the woodland procudes no income except by cutting the timber.

To divide the whole estate into a number of parts equal to the number of children, would in my Judgment be injurous to each one the several parts so divided could not be made to produce any income unless in very small degree, nor could they be severally sold except at a loss.

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In my Judgment it is decidedly to the advantage of the parties interested that the estate should be sold it would probably be to their advantage to have it sold in two or three parcels rather than in one mass, but to divide it into six parts and to sell it either at one time or severally as the Children come of age would be distructive of their interest. for these reasons I think the Court ought to decree a sale.

To the Fourth Interrogatory he answers and says I know nothing further.

Test: A. H Jones, Clk. Morris H. Adams

Adjourned sine die Wm W. Wise, Commissioner.

Monday August 20th 1858. Commissioner proceeded with the examination of witnesses as follows to wit: Joseph G. Polk a witness of lawful age, produced on the part of the Complainant being duly sworn and examined to interrogatories filed with the commissioners by the Complainant and herewith returned deposes and says:

To the 1st Interrogatory he answers and says: I am acquainted with W. Leah Jane Anderson and have seen the children of John D. Anderson the parties to this suit, but I have no acquaintance with them.

To the 2nd Interrogatory he answers and says: I know John D. Anderson he died in the City of Baltimore three or four years ago, He left a Will and Children, who I am informed reside in the City of Baltimore, but I cannot state their names or ages. I have seen and read his will.

To the third Interrogatory he answers and says: John D. Anderson left real estate in Somerset County consiting of a dwelling out houses and some six or seven hundred acres of land, two, thirds or three fourths of which are uncleared and not in cultivation. It could not in my opinion be divided equally among the persons to whom he left it without loss and injury to them, the parts when so divided from the present condition of the estate could not be made to produce an insome now could they in my opinion be sold severally so as to produce their real value. In my opinion the whole farm should be sold divided perhaps in two or three parts I think decidedly it is to the interest of the parties interested that it should be sold.

To the 4th interrogatory he answers and says I know nothing futher.

Test: A. H. Jones Clerk. Joseph G. Polk.

James S. Anderson a witness of lawful age produced on the part of the Complainant being duly sworn and examined to interrogatories filed with the Commissioner by the Complainant and herewith returned deposes and says.

To the 1st Interrogatory he answers and says I am acquainted with all the parties to this suit.

To the 2nd Interrogatory he answers and says I was acquainted with John D. Anderson he was my brother He died about three years ago in the City of Baltimore leaving a Will. He also left children who are named in his will one of whom died shortly after he died, in infancy. His daughter Mary married Severn Mister of the City of Baltimore all his children reside in the City of Baltimore.

To the ed Interrogatory he answers and says: John D. Anderson left in Somerset County a large body of land consisting of some Six or Seven Hundred acres, of which only a very small portion is cleared and in cultivation I do not think it could be divided among his children without material loss so as to give to each of the children its due proportion of cleared and wood land together and if it could, there being but one set of buildings and they indivisible each of the shares save one would be without any buildings for its accommodation, I think it decidedly to the advantage of all parties that the place should be sold.

To the 4th Interrogatory he answers and says I know nothing further.

Test: A. H. Jones Clk. James S. Anderson.

There being no other witnesses to be examined and neither party desiring further time for the production of evidence the Commissioner closed the said Commission and herewith returned the same under his bond and seal this 2d day of August Anno Domini 1858.

Wm W. Wise Commissioner (SEAL).

Bill of Costs attending the execution of the within Commission.

William W. Wise	2 days	as Commissioner		$8.00
Alfred H. Jones	2 "	" Clerk	2.66 2/3	5.33 1/3
Morris H. Adams	1 "	" Witness		.66 2/3
Joseph G. Polk	1 "	" "		.66 2/3
Jas S. Anderson	1 "	" "		.66 2/3
				$15.33 1/3

William W. Wise, Commissioer.

Which being read and heard the Court here passed the following decree to wit:

Anderson et al.) In the Superior Court of Baltimore City sitting as a Court of
Vs.) Equity:
Anderson et al.)

The above cause standing ready for hearing and being submitted by agreement the Bill and all the other proceedings were by the Court read and considered it is thereupon this 28th day of August in the year eighteen hundred and fifty eight by the Superior Court of Baltimore City adjudged ordered and decreed that the land and premises mentioned in the proceedings in the above cause be sold and that Morris H. Adams of Somerset County Maryland be and he is hereby appointed Trustee to make said sale and that the course and manner of his proceedings shall be as follows, he shall first filed with the Clerk of this Court a Bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of Ten 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 at least three weeks notice by advertisement inserted in such newspaper or newspapers as he shall think proper and by notice in such other manner as he shall think proper of the time place manner and terms of sale which shall be Four Hundred dollars in cash the fourth of the Balance in six months one fourth in one year, one fourth in three years credit payments to be secured bynote of the purchaser bearing interest from the day of sale with surety to be approved by the Trustee 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 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 acknowledged and recorded according to law conveyto the purchaser or purchasers his her or their heirs the property and estate to him heror their sold and free ,clear and discharged from all claims of the parties hereto complainants and defendants and those claiming by from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the Costs of this suit and such Commission to the said Trustee as this Court shall think proper to allow in Consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

Z. Collins Lee.

On the Back of the said Bond was endorsed the following agreement to wit:

It is agreed by the parties that the within Decree shall be passed by the Court.

Wm S. Waters Sol for Cpmplts

Robt L. Garrettson Sol for Cornelia Anderson and Guardian for Lemuel S. Anderson and Louisa I. Anderson.

Whereupon the Trustees named in said Decree in compliance therewith filed in Court here the following Bond to wit:

Know all men by these presents that we Morris H. Adams, John W. Crisfield, James Dryden of Somerset County, state of Maryland, are held and firmly bound the state of Maryland in the full and just sum of Ten 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 administrators jointly and severally firm by these presents sealed with our seals and dated this twenty first day of September inthe year eighteen

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eighteen hundred and fifty eight whereas by a decree of the Superior Court of Baltimore City in Equity bearing date on the twenty eighth day of August eighteen hundred and fifty eight and passed in a cause in said Court wherein Mary E. Anderson and others are complainants and Lemuel T. Anderson and others are defendants the above bamnd Morris H. Adams has been appointed Trustee to make sale of certain real estate in the proceedings in said cause mentioned.

Now the condition of the above obligation is such that if the above bound Morris H. Adams 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 inthe 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 Geo. F. Ward.

Morris H. Adams (SEAL).
Jn Crisfield (SEAL).
James Dryden (SEAL).

I hereby certify that the above named surety are good and sufficient.

Wm S. Waters, Sept 23rd 1858.

Which said Bond was thus endorsed to wit "Upon the within certificate I approve this Bond.

Z Collins Lee.

And afterwards to wit on the 20th day of July in the year of our Lord eighteen hundred and fifty nine the Trustee aforesaid filed in Court here the following report of sales to wit:

Anderson et al.) In the Superior Court of Baltimore City.
Vs.) Sitting as a Court of Equity.
Anderson et al.)

To the Honorable the Judge of said Court the report of Morris H. Adams Trustee appointed by the Decree in this cause to make sale of certain real estate therein mentioned shows that after giving Bond with security for the faithful discharge of his trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the Somerset Union, a newspaper printed at Princess Anne Somerset County, Maryland, for more than three successive weeks before the day of sale, and by hand bills circulated throughout said County he did pursuant to said notice attend at the Court House door in said County on Tuesday the third day of May in the year eighteen Hundred and fifty nine at two O'clock P. M. and then and there proceed to sell said real estate as follows to wit:

In the first place your trustee offered at public sale to the highest bidder lot No. 1 being part of a tract of land called Kings Glade, part of a tract of land called Gulletts Adventure part of a tract called Clover Fields. part of a tract called Kings Chance and part of one other tract called Turpins Choice and are bounded as follows:

Beginning at a post set up in the middle of a ditch at the turn of the County road leading from the residence of the late John D . Adderson to Dublin and at the south end of a Bridge over said ditch thence S. 46 E 43 ps to the corner of the field thence S. 26° 15' E 120 ps to the 3rd line of that part of a tract of land called Turpins Choice that formerly belonged to Burton Cannon, thence by and with said third line reversed S. 88 E 49 perches to the beginning of said 3rd line thence N. 52 E 55 pervhes to a line of a tract of land called Kings Glade and the south west corner of the land belonging to William Porters Heirs thence by and with the land of said Hrs. N. 130 W 151½ perches to a post on the North side of the county road thence N. 40 45 W 153 perches thence N. 36 30 W 53 perches thence S. 25 W 17 ps thence S. 56 W 23 ps thence S. 76 30 W 16 ps thence S. 29 30 W 60 ps thence N. 89 W. 21½ ps to the middle of a ditch on the North side of the county road thence by and with said ditch S. 65 E 18 ps to the corner of the Bridge opposite the dwelling house of said Anderson, thence with a straight line to the beginning containing 232 acres more or less and sold the same to Thadius Renshaw, he being then and there the highest bidder therefor at and for the sum of Two Thousand seven hundred and seventy five dollars and the said Renshaw has since paid the sum of Four Hundred and sixty dollars in cash and given his bonds with surety approved by said Trustee for the payment of the balance of said sum in equal instalments with interest thereon in Six months, twelve months and three years from the day of sale.

In the next place he offered for sale lot No. 2 being part of a tract of land called Kings Glade, part of a tract called Turpins Choice and part of a tract called Sandusky bounded as follows, Beginning at a post set up in a ditch at the south end of a bridge it being the first bounder of lot No. 1 thence by and with the lines of lot No. 1 the two following courses S. 46 E 43 ps to the corner of the field thence S. 26 15 E 102½ perches to the 3rd line of that part of a tract of land called Turpins Choice that formerly belonged to Burton Cannon thence by and with said 3 C line N. 88 W 60 perches to a line of Sandusky thence by andwith the line of said Sandusky reversed S. 37 E 60 ps to a post at the end of the 19th line of a tract of land called Water ford Corrected thence by and with said line reversed S. 25 W 36 ps to W. Purnell Drydens land bought of the said Anderson thence byband with the said Drydens land N. 87 30 W 33½ ps thence N. 62 W 16½ ps thence N. 82 W 10 ps thence N. 33 15 W. 7 ps thence N. 71 W 6 ps thence N. 34 31 W 9 ps thence N. 17° W. 23 ps thence N. 25 W 11½ ps thence N. 60 W 11¼ ps thence N. 85 30 W 10 ps thence N. 65 30 W 6½ ps thence N. 53 W 12½ ps to a ditch thence by and with said ditch N. 77 30 W 8 ps thence N. 59 W 6 3/4 ps thence N. 87 W prs thence S. 72 W 16 ps thence 82 30 W. 6 ps thence S. 62 30 W 7 3/4 ps thence N. 12 30 W 13½ ps thence N. 25 45W 54 ps thence N. 38 15 W 20 ps thence N. 35 30 W 12 ps thence N. 50 W 33 ps to the run of Trading Branch thence up said branch N. 87 15 E 11½ ps thence N. 45 E 14½ ps thence N. 70 E 45 ps to the first bounder of the tract called Kings Glade, thence N. 48 30 E 75 ps to the North side of the County road thence S. 67 30 E. 6 ps to the middle of a ditch at the end of the 12th line of lot No. 1 thence by and with the middle of said ditch the following courses S. 65 E 18 ps to the corner of the bridge opposite the dwelling house of the said John D. Anderson decd thence with a straight line to the beginning containing 225 3/8 acres more or less and sold the same to Purnell H. Dryden he being then and there the highest bidder therefor at and for the sum of Two Thousand seven hundred and twenty five dollars and the said Dryden has since paid the sum of two hundred dollars in cash and given his bonds with approved security for the payment of balance of said sum in equal instalments with interest thereon in six months, one year and three years from the day of sale.

In the next place he offerred for sale lot No. 3 and there being no bidder it was taken in.

In the next place he offerred for sale lot No. 4 being part of a tract of land called Baltimore lying and being in Somerset County and bounded as follows: Beginning at a post set up on a line of a tract of land called Porters Purchase S. 13 30 W. 226½ ps thence S. 79 30 E 40 ps thence N. 13 30 E 213 ps to said tract called Porter Purchase thence by and with said tracts reversed S. 87 15 W 6 ps thence N 42 45 W 36 ps to the beginning containing 53 1/8 acres more or less. and sold the same to William I. Scott he being then and there the highest bidder therefor at and for the sum of seventy dollars and the said William I. Scott has since paid the whole of said sum in cash.

Since the date aforesaid your Trustee after giving notice of the time place manner and terms of sale byadvertisements in the Somerset Union, a newspaper printed at Princess Anne in the County and state aforesaid for more than three successive weeks before the day of sale and by hand bills circulated throughout said county he did pursuant to said notice attend at the Court House door in said County on Tuesday the 28th dayof June 1859 at 2 O'clock P. M. and then and there proceeded to sell lot No. 3 of said real estate being part of a tract of land called Turpins Choice lying and being in Somerset County and described as follows: Beginning at a marked red oak the first bounder of said tract of land called Turpins Choice thence N. 66 W 127 ps thence N. 12 15 E 140 ps to the end of the 3rd line of lot No. 1 thence by and with the 4th line of lot No. 1 N. 52 E 55 ps to a line of a tract of land called Kings Glade and the south west corner of the land belonging to the Hrs. of William Porter thence by and with the lines of the land of said heirs N. 78 15 E 11 ps thence N. 24 45 E 89 ps thence N. 20 15 W 50 ps to a stone the first bounder of a tract of land called Benjamins Advice standing on the south side of the county road thence at 66 45 E 50 ps thence N. N. E. 2¼ perches to a line of Porters Purchase thence with said tract S. 58 45 E 39 ps thence S. 42 45 E 14½ ps to the 12th line of said tract called Turpins Choice thence by and with said tract S. 15 W 231 ps to the end of said 12th line of said

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tract thence S. 28 30 E 59 perches thence with a straight line to the beginning containing 21¾ acres of land more or less and sold the same to William I. Scott he being then and there the highest bidder therefor at and for the sum of Five Hundred and fifty dollars andthe said William I. Scott has since paid the sum of Forty dollars in cash and given his bonds with security approved by the Trustee for the payment of balance of said sum in equal instalments with interest thereon in six months one year and three years from the day of sale.

Morris H. Adams Trustee.

State of Maryland. Baltimore City to wit. on this twentieth day of July before the subscriber a Justice of the Peace of the said State in and for said City personally appeared the within named Morris H. Adams, Trustee and made oath that the matters and things stated in the foregoing report are true to the best of his knowkedge and belief. and that the sales thereinreported were fairly made.

Danl E. Myers.

Whereupon the following order was passed to wit:

In the Superior Court of Baltimore City sitting as a Court of Equity, July 20, 1859 ordered that the sales made and reported by Morris H. Adams Trustee for the sale of the real estate of John D. Anderson deceased by ratified and confirmed unless cause to the contrary thereof be shown on or before the 15th day of August next provided a copy of this order be inserted in some paper printed at Baltimore City and also in Somerset County once in each of three successive weeks before the 13th day of August next the report states the amount of sales to be $6150.

Geo. E. Sangston Clk.

And afterwards to wit on the thirteenth day of September in the year last aforesaid the Trustee aforesaid filed in Court here certificates of the publication of the foregoing order as thereby required to which is amended printed copies of said order which certificates are in the words and of the tenor following to wit:

Office of Somerset Union Oct 6, 1859.

I hereby certify that the annexed notice was published in the Somerset Union a newspaper published at Princess Anne Somerset County once in eadh of three successive weeks commencing on the 26th day of July last as required by said order.

Levin S. Waters Solicitor
and Publisher of Union,

Office of the Sun Baltimore Oct 12, 1859.

We hereby certify that the annexed advertisement of order of Superior Court in Equity sales of M. H. Adams Trustee of estate John D. Anderson and inserted in the ~~said~~ Sun a daily Newspaper printed and published in the City of Baltimore once a week for three weeks first mentioned July 21, 1859.

A. S. Abell & Co.
Per Keene.

Which being read and heard the Court passed the following order to wit:

Leah Jane Anderson et al.	)	In the Surerior Court of Baltimore City in Equity.
Vs.	)	Ordered this 13th day of October 1859 that the
Lemuel T. Anderson.	)	sales made and reported by Morris H. Adams trustee in

the above entitled cause be and the same are hereby finally ratified and confirmed no cause to the contrary having been shown.

The trustee is allowed the usual expenses and such expenses as shall be evidenced by proper vouchers to the Auditor/

Z. Collins Lee.

And afterwards to wit on the eighteenth day of January in the year of our Lord Eighteen hundred and sixty the following affidavit was filed to wit:

State of Maryland, Baltimore City to wit.

I hereby certify that on this eighteehth day of January eighteen hundred and sixty before the subscriber a Justice of the Peace of the state of Maryland in and for Baltimore City personally appeares Eliza Smith and made oath that Leah Jane Anderson widdow of John D. Anderson is above forty five and under fifty one years of age and that she is in good health.

Sworn to before Saml Guest J. P.

And afterwards to wit on the Nineteenth day of January in the year lsst aforesaid the following report and account of the Auditor was filed in Court here to wit:

Dr. The undivided estate of John D. Anderson deceased in A/C with Morris H. Adams Trustee.

1859				
May 3	To the Trustees for his commissions		$213.60	
	Less State tax 10%		21.36	$192.24
	And for his expenses as per vouchers		83.95	
	Amount carrd forward		83.95	192.24
1859	Amount Brot forward		83.95	192.24
May 3	To the Complainants for their costs viz:			
	Atty	$10.00		
	Clk	17.70		
	Clk for record	11.50		
	Commissioner	15.53		
	Sheriff	.78	45.31	
	To the defendants for their costs Viz Atty		10.00	
	To the Dlerk of the Superior Court for State tax on the Trustees commissions		21.36	
	To the Auditor for his fee		9.33	169.95
	To Balance for distribution			5757.81
				$6120.
1859	Cr.			
May 3	By amount of sales as per trustees report filed			$6120
	To Mrs, Leah Jane Anderson 1/8 of balance in lieu of dower			719.72 5/8
	" Mary Elizabeth Anderson 1/6 of Bal			839.68 1/16
	" John Wesley Thomas Anderson Do.			839.68 1/16
	" Cornelia Angeline Anderson Do			839.68 1/16
	" Lemuel Theodore Anderson Do			839.68 1/16
	" Louisa Jane Anderson Do			839.68 1/16
	" Fanny Eveline Anderson			839.68 1/16
				5757.81
	Cr.			
	By balance pr coutra			5757.81

Anderson &c.) In the Surperior Court of Baltimore City in Equity.

Vs.) To the Honorable R. N. Martin Judge.

Anderson.) The Auditor respectfully reports that he has examined the proceedings in the above entitled cause and from them has stated the within account.

The trustee is charged with the amount of his sales as per his report and is allowed the usual Commissions Costs and charges and his expenses.

The balance is distributed in accordande with the respective Interests of the parties under the Will of John D. Anderson a certified copy of which is filed among the proceedings marked Complainants "Exhibit A" all which is respectfully submitted.

I. Morrison Harris. Auditor.

Balto June 4/60

Whereupon the following order was passed on the Auditors report and account to wit:

Ordered this 19th day of January 1860 that the foregoing account of the Auditor be ratified and confirmed as stated and reported unless cause to the contrary is shown within ten days from this date. Geo. E. Sangston Clk.

And afterwards to wit on the 6th day of February in the year last aforesaid the Court passed the following order on the Auditor report and account to wit:

In the Superior Court of Baltimore City in Equity:

Ordered this 6th day of February 1860 that the foregoing account of the Auditor be and the same is hereby finally ratified and confirmed as stated and reported no cause to the contrary having been shown and the Trustee is hereby ordered to distribute the fund accordingly with interest as it has or may be received.

R. N. Martin.

In testimony that the foregoing is a full and true transcript taken from the record of proceedings of the Superior Court of Baltimore City in Equity in the therein entitled cause.

I hereto subscribe my name and affix the seal of said Court this third day of April A. D. 1863.

Seal of Court.

George E. Sangston Clk.

Superior Court Balto City.

And thereupon it is orderdd by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: Jerome Sterling ,Clerk.

9VOGE

Be it remembered that heretofore to wit on the 30th day of April 1925 a certain Nancy Harper Alexander by her solicitor Henry J. Waters exhibited and filed in the Circuit Court here a bill of complaina against James Sheetz Alexander which said bill of complaint is in the words following to wit:

Nancy Harper Alexander)	No. 3796 Chancery
Vs.)	In the Circuit Court
James Sheetz Alexander, Myra Alexander Webster)	For Somerset County
John Davis Alexander and Dorothy Alexander his wife,)	Maryland.
Harvey George Alexander, Margaret Alice Alexander;)	In Equity.
Lucille Granville Alexander and Nancy Lee Alexander.)	

To the Honorable the Circuit Court for Somerset County Maryland in Equity.

The Plaintiff, Nancy Harper Alexander, complaining says:

First: That Harvey G. Alexander late of Somerset County, Maryland deceased, was in his life time and at the time of his death, seized of three parcels of land , on Deals Island, In Somerset County, Maryland, which were conveyed to the said Harvey G. Alexander, in the following deeds; Deed from Monmonier Rowe and wife, dated the 5th day of January, 1905, recorded among the land records of Somerset County Maryland, in Liber O.T.B. No. 40 folio 64 et seq.,; deed from James C. Causey and wife dated the 17th day of April, 1906, recorded among the aforesaid land records in Liber O.T.B. No. 43 folio 332 et seq., and deed from Lazarus B. Wilson and wife dated the 8th day of July 1907, and recorded among the said land records in Liber O.T.B. No. 47 folio 541 et seq.

Second: That being so seized the said Harvey G. Alexander died intestate in the year 1920 leaving surviving him as his only heirs at law, a widow the Plaintiff, Nancy Harper Alexander, and the following named children: James Sheetz Alexander; Myra Alexander Webster, John Davis Alexander; (Who intermarried with Dorothy Alexander), Harvey George Alexander; Margaret Alice Alexander; Lucile Granville Alexander and Nancy Lee Alexander, all of whom are still living and all of whom reside in Baltimore City, in the state of Maryland, all of the said defendants being infants under the age of twenty one years, except James Sheetz Alexander, Myra Alexander Webster and John Davis Alexander and Dorothy Alexander, his wife, who are adults.

ThirdL That said real estate is now vested in the Plaintiff, and the defendants James Sheetz Alexander, Myra Alexander Webster; John Davis Alexander, Harvey George Alexander, Margaret Alice Alexander, Lucile Granville Alexander and Nancy Lee Alexander.

Fourth: That the said real estate cannot be divided without loss and injury to the persons having interests therein and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided among the persons entitled, according to their respective interest therein.

To the end therefore:

1st: That a decree may be passed for the sale of said real estate.

2nd. That the proceeds thereof may be divided among the parties to this suit, according to their respective rights and interests therein.

3rd: That the Plaintiff may have such other and further relief as her case may require.

May it please your Honors to grant unto the Plaintiff the writ of the state of Maryland of subpoena directed to the said James Sheetz Alexander, Myra Alexander Webster, John Davis Alexander and Dorothy Alexander his wife adults residing in Baltimore City in the state of Maryland and also the writ of subpoena directed to the said Harvey George Alexander, Margaret Alice Alexander, Lucile Granville Alexander and Nancy Lee Alexander, infants residing in said Baltimore City, commanding them and each of them to be and appear in this Court, in person or by solicitor on or before some certain day to be named therein to show cause, if any they have why a decree ought nott o be passed as prayed.

And as in duty bound &c.

Henry J. Waters.

Solicitor for Complainant.

And thereupon the pursuance of the prayer in the foregoing bill and by order of Court here the following subpoena was issued.

Maryland Somerset County to wit:

The state of Maryland To Harvey George Alexander, Margaret Alice Alexander. Lucille Granville Alexander, Nancy Lee. Alexander of Baltimore City Greeting:

You are hereby commanded that all exduses and delays set apart ypu personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May next to answer the complaint of Nancy Harper Alexander against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of March Anno Domini 1925.

Issued the 30th day of AprilAnno Domini 1925.

Per order. W. Jerome Sterling, Clerk.

At which said First Monday in May the day of the return of the above recited writ came again into Court here the said complainant by his complainant and the Sheriff of Baltimore City John E. Potee to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned by reading summons to Harvey George Alexander, Margaret Alice Alexander, Lucille Granville Alexander and Nancy Lee Alexander infants and a copy of the process left with each infant also copies of the process left with Nancy Harper Alexander mother of infants named in writ.

John E. Potee. Sheriff.

Maryland Somerset County to wit:

The State of Maryland To James Sheetz Alexander, Myra Alexander Webster John Davis Alexander, Dorothy Alexander of Baltimore City Greeting:

You are hereby commanded that all execuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne on the first Monday in May next to answer the complaint of Nancy Harper Alexander against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 30th day of April Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in May the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore City ~~and~~ John E. Potee Sheriff to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned omnes and a copy of the process left with each defendant.

John E. Potee. Sheriff.

And thereafter to wit on the 11th May 1925 the following answer was filed.

Nancy Harper Alexander	)	
Vs.	)	No. 3796 Chancery
James Shetz Alexander, Myra Alexander Webster	)	In the Circuit Court
John Davis Alexander, Dorothy Alexander his wife	)	For Somerset County
Harvey George Alexander, Margaret Alice Alexander,	)	Maryland.
Lucille Granville Alexander and Nancy Lee Alexander.	)	

9VOGE

The answers of James Sheetz Alexander, Myra Alexander Webster. John Davis Alexander and Dorothy Alexander his wife to the bill of complaint filed in this cause against them, respectfully shows: That they and each of them whose named are signed hereto admit the matters and facts stated in said bill of complaint and consent to the passage of such decree as may be right and proper in the premises and the further state that each of said parties whose named are signed hereto are of full age andof twenty one years

Witness: James Sheets Alexander.

Marion Cox. Myra Alexander Webster

John Davis Alexander

Dorothy Alexander.

State of Maryland, Baltimore City to wit:

I hereby certify thaton this 9th day of May in the year nineteen hundred and twenty five before me the subscriber a Notary Public of the state of Maryland, in and for Baltimore City aforesaid personally appeared James Sheetz Alexander; Myra Alexander Webster, John Davis Alexander and Dorothy Alexander his wife and did each acknowledge the aforegoing answer to be their respective act.

In testimony whereof I have hereunto subscribed my name and affixed the Notarial seal theday and year aforesaid.

Marion Cox. Notary Public.

And thereafter to wit on the 11th May 1925 on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

Nancy Hooper Alexander) No. 3796 Chancery

Vs.) In the Circuit Court

James Shetz Alexander et al.) For Somerset County.

To the Honorable the Circuit Court for Somerset County:

The petition of the Plaintiff in the above cause respectfully represents:

That Harvey George Alexander , Margaret Alice Alexander, Lucille Granville Alexander and Nancy Lee Alexander defendants in the above cause have been duly summoned and being infants they cannor answer and defend this suit for themselves and have no guardian within the jurisdiction of this Court to answer and defend for them.

The Plaintiff therefore prays your Honors to appoint a guardian ad litem to appear and ansser for said infants.

And as in duty bound etc.

Henry J. Waters. Solicitor for Plaintiff.

Upon the foregoing petition and affidavit it is ordered by the Circuit Court for Somerset County this 11th day of May nineteen hundred and twenty five that James R. Stewart be and he is hereby appointed guardian ad litem to appear andanswer for Harvey George Alexander, Margaret Alice Alexander, Lucille Granville Alexander and Nancy Lee Alexander infant defendants in the above cause.

Robt F. Duer Judge.

And thereupon the said James R. Stewart as guardian specially appointed filed in Court here the following answer to wit:

The answer of Harvey George Alexander Margaret Alice Alexander, Lucille Granville, Alexander and Nancy Lee Alexander infant defendants in the above dause by James R. Stewart guardian ad litem appointed by the Circuit Court for Somerset County to the bill of complaint of Nancy Harper Alexander against them in the said Court exhibited.

These defendants for answer to the said Bill of complaint by their said guardian answer and say that being ignorant of the matters charged in the said bill and being infants of tender years can not admit any of the allegations of said bill but submit their rights to the protection of this Honorable Court

And as in duty bound etc. James R. Stewart. Guardian ad litem.

And thereafter on the 11 May 1925 the following order to take textimony was filed.

Mary Harper Alexander	)	No. 3796 Chancery
Vs.	)	In the Circuit Court
James Sheetz Alexander et als.	)	For Somerset County.
		Maryland.

To the Honorable the Circuit Court for Somerset County Maryland, in Equity:

The petition of the Plaintiff to the above entitled cause respectfully represents:

That James Sheetz Alexander , Myra Alexander Webster, John Davis Alexander and Dorothy Alexander his wife, the adult defendants in said cause have been duly summoned and have filed their answers in said cause admitting the matters alleged in the bill of complaint and consenting to the passage of such decree as may be right and proper and that Harvey George Alexander, Margaret Alice Alexander, Lucille Granville Alexander and Nancy Lee Alexander infant defendants in said cause have been duly summoned and have answered by James R. Stewart , Guardian ad litem appointed by this Court submitting their rights to the protection of this court. The Plaintiff therefore prays leave to take testimony to sustain the allegations of the bill of complaint. And as in duty bound &c.

Henry J. Waters,
Solicitor for Plaintiff.

Upon the aforegoing petition it is ordered by the Circuit Court for Somerset County in Equity that the Plaintiff have leave to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill of complaint done this 11th day of May, 1925.

Robt F. Duer, Judge.

And afterwards to wit on the 16th May 1925 Harry C. Dashiell Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain interrogatories with him filed and the testimony by him taken, in the words following to wit:

Nancy Harper Alexander	)	No. 3796 Chancery
Vs.	)	In the Circuit Court
James Sheetz Alexander et als.	)	For Somerset County
		Maryland.

Interrogatories for Plaintiffs Witnesses:

1st Interrogatory: State your name age, residence and occupation?

2nd Interrogatory. Do you know the parties to this suit? If yea how long have you known them and where do they reside, State their ages.

3rd Interrogatory : Did you know Harvey G. Alexander, if yea is he living or dead, if dead when did he die and did he or not die intestate?

4th Interrogatory: State who are the heirs at law of the said Harvey G. Alexander.

5the Interrogatory State whether the said Harvey F. Alexander owned any real estate in Somerset County, Maryland at the time of his death, if yea describe it and State its value.

6th Interrogatory: State whether in your opinion said real estate can be divided among the heirs of the said Harvey G. Alexander, without loss or injury to them or whether in order to make division of said property among said heirs it will be necessary that said real estate be sold and the proceeds thereof divided among the persons entitled according to their respective interests therein.

7th Interrogatory: Courts Question.

Henry J. Waters. Solicitor for Plaintiff.

9VOGE

Nancy Harper Alexander	)	No. 3796 Chancery
Vs.	)	In the Circuit Court
James Sheetz Alexander et als.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the Bill of complaint, I harry C. Dashiell, a standing examiner of said Court, duly qualified do hereby certify that at my office in Princess Anne Maryland, on Saturday May 16, 1925, I did take the following depositions that is to say: In answer to written interrogatories filed with me and herewith returned:

John Davis Alexander a witness of lawful age being first duly sworn, deposing says:

Answer to Interrogatory 1.

John Davis Alexander age 26 years, residence Baltimore City, Maryland, occupation Attorney.

Answer to Interrogatory 2.

I know all the parties to this suit, I am one of the defendants. The Plaintiff Nancy Harper Alexander is my mother, and the defendants are myself, my brothers and sisters , except Dorothy Alexander who is my wife, I have known all the parties to this suit practically all of their lives or all of my life except my wife Dorothy Alexander, whom I have known for five years All the parties to this suit reside in Baltimore City and all of the parties to this suit are of the full age of 21 years except Harvey George Alexander, Margaret Alice Alexander. Lucille Granville Alexander and Nancy Lee Alexander, who are infants under the age of 21myears.

Answer to Interrogatory 3.

I did know Harvey G. Alexander He was my father he is dead and died during the month of February 1920. He died intestate.

Answer to Interrogatory 4.

The heirs at law of the said Harvey G. Alexander are his widow Nancy Harper Alexander, the plaintiff and his children the defendants, James Sheetz Alexander, myself, John Davis Alexander, Myra Alexander Webster, Harvey George Alexander, Margaret Alice Alexander. Lucille Granville Alexander and Nancy Lee Alexander, Myra Alexander is a widow.

Answer to Interrogatory 5.

At the time of his deaththe said Harvey G. Alexander owned a parcel of land oN Deals Island in Somerset County Maryland com½osed of three lots, conveyed to him by three deeds duly recorded one from Mommonier Rowe and wife dated the 5th day of January 1905, one from James C. Causey and wife dated the 17th day of April 1906, and one from Lazarus G. Wilson and wife dated the 8th day of July 1907 . The entire parcel contains about 4½ acres more or less andis improved by a dwelling house and out buildings in fair condition. In my opinion is worth from $1200 to 1800.00.

Answer to Interrogatory 6.

In my opinion the property can not be divided among the heirs of the said Harvey G. Alexander without loss and injury to them and I think that in order to make division of said property among his heirs it is necessary that said real estate be sold and the proceeds dividedamong the persons entitled. The parcel of land is small and there is but one set of buildings upon it and in any attempt to divide the property among the persons entitled that part of the property upon which the building stand would be worth more than the remainder of the property. And even if there were no buildings upon the property I do not see how any division could be made among the eight heirs who are entitled to an interest in the property. It would be too small to divide so many.

Court Question and answer. "Nothing further.

Test: Harry C. Dashiell, Exam John Davis Alexander.

Ralph R. Brown a witness of lawful age, being first duly sworn deposing says:

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

Ans, Ralph R. Brown age 45 years, residence Deals Island Md.m occupation agent B,C.& A Railway Co.
Answer to Interrogatory 2.

I know all the parties to this suit. I have known the Plaintiff Nancy Harper Alexander, 25 years and I know all the defendants except Dorothy Alexander, from their infancy up. I have known Dorothy Alexander about one year. All the parties to this suit now reside in Baltimore City, Maryland and all the parties to this suit are of the full age of twenty one years except Harvey George Alexander, Margaret Alice Alexander, Lucille Granville Alexander and Nancy Lee Alexander, who are infants under the age of 21 years.

Answer to Interrogatory 3.

I did know Harvey G. Alexander He practiced his profession on Deals Island where I luve He is dead and died intestate during the month of February 1920.

Answer to Interrogatory 4.

The heirs at law of the said Harvey G. Alexander are his widow, Mrs. Nancy Harper Alexander, who I understand is the plaintiff in this proceedings, his children who I am also advised are the defendants in this proceedings. Their names are James Aheetz Alexander, John Davis Alexander Myra Alexander Webster, Harvey George Alexander, Margaret Alice Alexander, Webster married Clifford O. Webster who is dead. She is now a widow. He died three years ago.

Answer to Interrogatory 5.

At the time of his death Dr. Harvey G. Alexander owned a house and lot of land situated on Deals Island in Somerset County, Maryland. It contains between four and five acres of land and is improved by a two story frame dwelling house and out buildings and in my opinion is worth from $1000.00 to $1500.00.

Answer to Interrogatory 6.

In my opinion I do not think this property can be divided amongthe heirs of the late Dr. Harvey G. Alexander, without loss and injury to them as it is too small and I think and believe that in order to make division of said property among his heirs it will be necessary to that said real estate be sold and the proceeds divided among the persons entitled thereto. The lot of land as I have said before is small and thereis but one set of buildings upon it, and in any attempt to divide the property among them that part of the property upon which the buildings stand would be worth very much more than all the remainder of the property and even if there were no buildings upon the property I do not see how any division could be made among the eight persons who are his heirs at law and entitled to an interest in this property. The property is in a run down condition and in my opinion it is for the interest of all parties that it be sold and the proceeds divided.

Court Question and answer. "Nothing at all, sir"

Test: Harry C. Dashiell Exam. Ralph R. Brown

There being no further witnesses produced to me to be examined I herewith at the request of plaintiff solicitor return the above depositions to Court, closed under my hand and seal and c certify that the annexed statement of costs is correct.

Given under my hand and seal this 16th day of May. 1925.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

Bill of Costs.

Harry C. Dashiell	Examiner	$4.00.
Ralph R. Brown	Witness etc.,	1.47
		$5.47

And thereafter to wit on the 27th day of May 1925 the Circuit Court here passed the following decree in the premises, to wit:

Nancy Harper Alexander) In Equity in the Circuit Court
Vs.) For Somerset County
James Sheetz Alexander et als.) No. 3796 Chancery.

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

It is thereupon this 27th day of May in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Henry J. Waters be, and he is hereby appointed trustee to make such sale the course and manner of his proceedings shall be as follows; he shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of Four Thousand dollars if individual surety or sureties, or one half of said penal sum if corporate security, condttioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said 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 cost on the day of sale, the balance of the purchase money to be paid in six months from day of sale; the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser, or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

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 this Court and on the payment of the whole purchase money (and not before) the said trustee shall by a good and aufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers of said property to his, her or their heirs ar assigns, the property to him, her or them sold free & clear and cischarged from all claims of the parties to this cause and if any person or persons claiming by from or under them. And the said trustee shall bring into this Court the money arising on said sale or sales, and the bonds 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Robt F. Duer, Judge.

And threupon the said Henry J. Waters Trustee filed in Court here a Bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we Henry J. Waters and Cassius M. Dashiell all of Somerset County and state of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand dollars lawful money of the United States to be paid to the said state of Maryland or its certain Attorney to the payment whereof well and truly to be made and done, we bind ourselves and each of us our and each of our heirs, executors and asministrators jointly and severally firmly by these presents sealed with our seals dat4d the 27th day of May 1925.

Whereas by vurtue of a decree of the Circuit Court for Somerset County Maryland in Equity the above bounden Henry J. Waters has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Nancy Harper Alexander Vs. James Sheetz Alexander et als the same being No. 3796 on the Chancery Docket of said Court and now pending in said Court.

Now the consideration of said obligation is such that if the above bounden Henry J. Waters do and shall well andfaithfully 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.

Henry J. Waters (SEAL).
Test: Kathleen Ford. C. M. Dashiell (SEAL).

Which said bond was thus thereon endorsed.

The within bond and surety hereby approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 24th day of June 1925 the said trustee exhibited andfiledin the Circuit Court here a report of sale with an affidavit, thereunto annexed which said report and affidavit so as aforesaid filed are in the words followint to wit:

Nancy Harper Alexander	)	No. 3796 Chancery
Vs.	)	In the Circuit Court
James Sheetz Alexander et als.	)	For Somerset County

To the Honorable the Circuit Court for Somerset County inEquity:

The report of Henry J. Waters Trustee under the decree in the above cause to sell the real estate therein decreed to be sold respectfully represents:

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in him by said decree and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald a weekly newspaper printed in Somerset County and by handbills posted at the Court House door and other public places in said County he did in pursuance of said notice attend at the Court House door in Princess Anne Maryland on Saturday the 20th day of June 1925, at the hour of Two O'clock P. M. and then andthereproceeded to sell said real estate at public auction as follows: He offered all that lot of land on Deals Island in Somerset County, Maryland containing avout four and one half acres of land composed of three lots of land which were conveyed to the late Henry G. Alexander by three deeds duly recorded among the land records of said County, one from Monmonier Rowe and wife dated the 5th day of January, 1905, one from James C. Causey and wife dated the 17th day of April 1906 and one from Lazarus G. Wilson and wife dated the 8th day of July 1907 improved by a two story dwelling house and outbuildings and being the same property whereon the said Harvey G. Alexander resided at the time of his death.

and sold the same to John Davis Alexander he being then and there the highest bidder therefor at and for the sum of Twelve Hundred ($1200.00) dollars andthe said purchaser has complied with the terms of sale to the satisfaction of the Trustee .

And the said trustee brings into the Court the fund arising on said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

Henry J. Waters, Trustee.

State of Maryland. Somerset County to wit:

I hereby certify that on this 24th day of June nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County Maryland personally appeared Henry J. Waters the trustee named in the foregoing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk

Upon which said report the Clerk of the Circuit Court here passed the following order.

Nancy Harper Alexander	)	No. 3796 Chancery
Vs.	)	In the Circuit Court
James Sheetz Alexander et als.	)	For Somerset County.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity this 24th day of June nineteen hundred andtwenty five that the report of Henry J. Waters the trustee mentioned in the above cause andthe sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 24th day of July 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the twentieth day of July 1925.

The report states the amount of sales to be $1200.00

W. Jerome Sterling, Clerk.

9VOGE

And now at this day to wit on the 3rd August 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid, the Court here passed the following order, to wit.

Hancy Harper Alexander	)	No. 3796 Chancery
Vs.	)	In the Circuit Court
James Sheetz Alexander et als.	)	For Somerset County.

It having been proved to the Court that a copy of the proceedings order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 3rd day of August nineteen hundred and twenty five ordered by the Circuit Court for Somerset County in Equity that the within report af HenryyJ. Waters trustee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer Judge

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: N. Jerome Sterling ,Clerk.

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or persons or corporate institutions or to the agent of the person or persons or corporate institutions to whom the property included in such bills was assessed, so far as their residence or post office address was known or ascertained by me on or before the first day of October next; succeeding said levy, and that such advertisements and tax bills contained a clear statement of the discount to be allowed and the ijterest to be charged on all tax bills.

That said taxes assessed to the said Samuel H. Jackson, in Brinkleys Election District, said county not having been paid on or before the first day of January, nineteen hundred and twenty one I the said R. Mark White, County Treasurer and Collector as aforesaid did within thirty days after said date, mail to the said Samuel H. Jackson at Kingston, in said County and State, the same being the last known Post Office address of said delinquent tax paper an account of his assessment, and the taxes and interest due thereon, with a notice to thesaid delinquent thereto attached, that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice that the same would be collected by process of law: That said state and county raxes being still due and owing and in arrears, constituted a lien upon the realestate of the said Samuel H. Jackson in said District and county and I, the said R. Mark White, county Treasurer and collector as aforesaid for the year nineteen hundred and twenty having found it necessary to enforce the payment of said taxes by a sale of said real estate and said real estate not being capable of division in my judgment did advertise the whole of said real estate in the "Crisfield Times" a newspaper published in said Somerset County once a week for four successive weeks, and also by notice set up at the Court House door in Princess Anne, giving notice of the time, place and terms of sale the year for which the taxes were due and to whom the property was assessed and that I the said R. Mark White, County Treasurer and Collector as aforesaid in pursuance of said advertisement and notice did on Tuesday, July the twenty ninth day , nineteen hundred and twenty four, at about the hour of two O'clock P. M. at the Court House door in Princess Anne, Maryland, proceed to sell at Public auction for cash all that parcel of land being the real estate assessed to the said Samuel H. Jackson in said District for said year described as follows:

"All that lot of land in Brinkleys Election District said county, and state containing six acres more or less with the improvements thereon on the county road adjoining the lands of S. Williams and Ed Gorsuch and assessed to Samuel H. Jackson for said year" andsold the same to Lewis M. Milbourne of said county and state, he being the highest bidder thereof at and for the sum of sixteen dollars and eighty two cents ($16.82) which he has fully paid and a copy of said advertisement is herewith filed as part of this report marked Exhibit "A".

And I, the said R. Mark White, County Treasurer and Collector of state and county taxes for Somerset County for the year nineteen hundred and twenty do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

R. Mark White,
County Treasurer and Collector of state and
County taxes for the year 1920.

State of Maryland, Somerset County to wit:

I hereby certify that on this 2nd day of August nineteen hundred and twenty four before me the subscriber a Justice of the Peace of the stateof Maryland in and for Somerset County aforesaid personally appeared R. Mark White, County Treasurer and Collector of State and county taxes for Somerset County, Maryland for the year nineteen hundred and twenty and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale thereinreported was fairly made.

Edgar A. Jones. Justice of the Peace.

Exhibit A. referred to in the foregoing Bill is as follows:

By virtue of the power and authority bested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Acts of the General Assembly of Maryland, of 1910 I hereby give notice that on Tuesday July 29th 1924, at or about the hour of 2 O'clock P. M. at the Court House door in Princess Anne Maryland I will sell at Public auction for cash, all the lots

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or parcels of land hereinafter severally mentioned and described to pay and satisfy the state and County taxes levied against the hereinafter describe lots or parcels of land for the year 1920, or charged to and due from the several persons to whom the same are assessed. which said taxes are now due and in arrears for said year, together with interests and costs thereon and costs of sale.
No. 5 All that lot of land in Brinkley's District said county and State containing 6 acres more or less with the improvements thereon on the county road. adjoining the lands of S. Williams and Ed Gorsuch and assessed to Samuel H. Jackson for said year.

R. Mark White, County Treasurer.

Upon which said report the Circuit Court here passed the following order.

In the Matter of the Tax sale of real estate in) Brinkleys Election DistrictSomerset County,) Assessedto Samuel H. Jackson, made and reported) by R. Mark White county Treasurer and Collector) of state and county taxes for the year 1920) Lewis M. Milbourne Purchaser ex Parte.)	No. 3731 Chancery In the Circuit Court For Somerset County Maryland.

The annexed and above report of the proceedings of R. Mark White, Treasurer of Somerset County and Collector of state and county taxes for the year 1920 relating to the sale on July 29, 1924, of certain land in Brinkley's Election District Somerset County Maryland, containing 6 acres more orless with improvements thereon on the County road adjoining the lands of S. Williams and Ed Gorsuch and assessed to Samuel H. Jackson for said year for State and County taxes for the year 1920 made to Lewis M. Milbourne of said county at and for the sum of $16.82 now fully paid having been presented to the Court and examined and appearing tobe regular and it appearing that the provisions af law in relation thereto have been complied with.
It is thereupon ordered this 4th day of August 1924, by the Circuit Court for Somerset County, Maryland in Equity, that notice be given in the Crisfield Times newspaper published in said Somerset County once a week for three successive weeks before the tenth day of September 1924, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the tenth day of October 1924, to show cause if any they have why said sale shall hot be ratified and confirmed.
The report states the amount of sales to be $16.82.

Robt F. Duer , Judge.

And now at this day on the 7th day of August 1925 comes again into Court here the said complainant by his solicitor aforesaid andon motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

Ordered this 7th day of August 1925, by the Circuit Court for Somerset County in Equity, that the sale made and reported by R. Mark White. Collector of state and county Taxes for the year 1920 in the aforegoing report 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.

Robt F. Duer.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to Law and the same is accordingly done.

Per: N. Jerome Sterling ,Clerk.

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Be it remembered that here ofore to wit on the on the 9th day of May 1925 a certain Marietta E. Clarke by Ewell & Child her solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Marietta E. Clark by a certain Nickelaus Papernck and wife and John Kemeny and wife. of said county and state which said Mortgage is in the words following to wit:

THIS MORTGAGE, made this 11th day of February in the year nineteen hundred and twenty four by Nocholaus Papernck and Katherina Papernck his wife and John Keneny and Mary Kemeny his wife Whereas the said Nickolaus Papernck and John Kemeny are indebted unto a certain Marietta E. Clarke of Worcester county Maryland as a part of the purchase price of the property hereinafter described in the full and just sum of two thousand and fifty dollars ($2050.00) with interest from September 1, 1923, which is evidenced by their two bills obligatory of even date herewith of the said Nikolaus Papernck and Katherine Papernck his wife and John Kemney and Mary Kemeny his wife, each payable to the order of the said Marietta E. Clarke, her personal representatives or assigns one in the principal sum of three hundred dollars ($300.00) payable March 1, 1924, with interest from September 1, 1923, and the other in the principal sum of seventeen hundred and fifty dollars ($1750.00) payable March 1, 1924, with interest from September 1, 1923, amd to secure the payment of said bills obligatory principal and interest equally and ratably without preference priority or distinction of one over the other, except as to time of payment these presents are executed.

Now therefore this Mortgage witnesseth thatin consideration of the premises and the sum of one dollar ($1.00) the said Nikolaus Papernck and Katherine Papernck, his wife and John Kemeny and Mary Ke meny his wife, do hereby grant andconvey unto thesaid Marietta E. Clarke, her heirs and assigns all those two tracts or parcels of land situate lying and being in Dublin Election District, Somerset County Maryland as follows:

First: All that farm or tract of landon the south or southwest side of a private road leading from the farm of J. L. Cowger to the farm of a certain Charles F. Fifer containing 100 acres of land more or less being a part of what is known as the "William Costen Home Farm" being all and the same farm or tract of land first described and set forth in a deed to the said Nikolaus Papernck and John Kemeny dated February 8, 1924, from the said Marietta E. Clarke and to be recorded just prior to the recording of this mortgage reference to which a description by courses and distances will appear.

Second: All that tract or parcel of woodland on the North or Northeast side of the aforesaid private road leading from the lands of J. L. Cowger to the lands of Charles F. Fifer and containing 10 acres of land more or less, being all the same tract of land secondly described in the aforesaid deed reference to which a more full and more particular description by courses and distances will appear.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee her heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable. according to the tenor and effect of thesaid bills obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues charges mortgage debt and interest aforesaid the said mortgagors. do hereby covenant to pay when legally demandable, But if default be made in the

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payment of the said money or in the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee her personal representatives or assigns or L. Paul Ewell or Godfrey Child their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his, her, or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly to the payment of all claims of the said Mortgagee her personal representatives and assigns under this mortgage whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitoed to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property andno sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale. And the said Mortgagors do further covenant to insure andpending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of atleast dollars and to cause the policy to be affected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee her personal representativesand assigns to the extent of the lien or claim hereunder and to deporit the policy or policies in the hands of the mortgagee and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the said Mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum thesaid Mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from thedate of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said Mortgagors.

Test: John Kemeny (SEAL).

C/ P. Keller Mary Kemeny (SEAL).

Witness as to Papernck and wife: N. Papernck (SEAL).

Joseph Lazard Mrs. Kathanna Papernck (SEAL).

State of Maryland. Baltimore City to wit:

I hereby certify that on this 11th day of February in the year nineteen hundred and twenty four before me the subscriber a Notary Public of the state of Maryland in and for Baltimore City, personally appeared John Kemeny and Mary Kemeny his wife two of the Mortgagors named in the foregoing mortgage and each of them acknowledged the foregoing mortgage to be their respective act and deed: In testimony whereof I hereunto set my hand and affix my Notarial Seal.

My commission expires May 5, 1924. M. Eleanor Stach, Notary Public.

State of New York City of New York, SS.

I hereby certify that on this 3rd day of March 1924, before me the subscriber, a Notary Public of the said state in and for the City of New York personally appeared Nikolaus Papernck and Katherine Papernck named in the foregoing mortgage and each of them acknowledged the aforegoing mortgage to be their respective act and deed.

In testimony whereof I hereunto set my hand and affix my Notarial seal.

Joseph Lazard, Notary Public,

State of Maryland, County of Worcester to wit:

I hereby certify hat on this 18th day of June A. D. 1924, before me the subscriber a Notary Public of the state of Maryland, in and for Worcester County residing at Pocomoke City, personally appeared L. Paul Ewell agent of the Mortgagee and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth, and the said L. Paul Ewell also made oath as aforesaid that he is agent of the mortgagee duly authorized to make this affidavit. In testimony whereof I hereunto set my hand and affix my Notarial Seal.

Cynthia Ardis, Notary Public.

Received for record June 20th 1924 and recorded in Liber W.J.S. No. 88 folio 454 &c., one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

And thereupon the said L. Paul Ewell Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we L. Paul Ewell of Pocomoke City, Maryland, as principal and United States Fidelity and Guaranty Company a corporation , with its principal offices in the City of Baltimore, state of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand dollars ($3000.00) to be paid to the said State or its certain Attorney to which payment wel l and truly to be made and done we bind ourselves and each of usm our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 25th day of April A. D. 1925.

Whereas the above bounden L. Paul Ewell by virtue of the power contained in a mortgage from Nikolaus Papernck and Katherine Papernck his wife, and John Kemeny and Mary Kemeny his wife to Marietta E. Clarke, dated the 11th day of February, 1924, and recorded among the land records of Somerset County in Liber W J.S. No. 88 folio 454 is about to sell the land and premises described in said mortgage as attorney therein named, default having been made in the payment of the debt therein specified and in the condition and covenants therein contained.

The condition of the above obligation is such that if the above bounden L. Paul Ewell does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill the 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 L. Paul Ewell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorneys in fact the day and year first hereinabove written.

Signed sealed and delivered in the presence of

Cynthia Ardis.

L. Paul Ewell (SEAL).
Principal.

United States Fidelity and Guaranty Co.
By L. Paul Ewell
Godfrey Child.
Attorneys in fact surety.

Which said Nond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

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And thereafter on the 25th June 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an aaffidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

L. Paul Ewell Ex Parte	)	In the Ciecuit Court
Trust created under a mortgage to	)	For Somerset County
Marietta E. Clarke from Nikolaus	)	Maryland
Papernck and Katherina Papernck his	)	For No. 3793 Chancery
wife and John Kemeny and Mary Kemeny	)	
his wife.	)	

To the Honorable the Judges of said Court:

The report of L. Paul Ewell attorney named for forwclosure in a mortgage from Micolaus Papernck and Katherine Papernck his wife and John Kemeny and Mary Kemeny his wife to Marietta E. Clarke dated February 11, 1924 and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 88 folio 454 etc., shows:

That after giving bond with security approved by this Court for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and said mortgage and by giving notice of the time, place, manner and terms of sale by advertisement published in the Marylander and Herald a newspaper published at Princess Anne, Somerset County, Maryland and by hand bills extesively circulated at least twenty days before the day of sale as provided in said mortgage he did pursuant to said notice attend at the front door of the Court House in said Princess Anne at Somerset County, Maryland on Saturday May 9, 1925, at the hour of 10;30 O'clock in the morning and then and there offered at public auction the property by said mortgage conveyed to the highest bidder for cash, said property so offered being as follows:

First: All that farm ot tract of land on the south and southwest side of a private road leading from the farm of J. L. Cowger to Charles F. Fifer being a part of the William M. Costen Home farm and being all andthe sameland first described in the aforesaid mortgage and first described in a deed to the said Papernck mortgage and first described in a deed to the said Papernck and Kemeny from the said Marietta E. Clarke dated on or about February 8, 1924, and containing one hundred (100) acres more or less.

Second: All that tract of woodland on the North and Northeast side of the aforesaid private road being all andthe same land secondly described in the aforesaid mortgage and deed and containing ten (10) acres more or less.

The aforesaid tracts of land were offered as a whole the same making up one farm and sold the same to the said Marietta E. Clarke at and for the sum of seventeen hundred dollars ($1700.00) she being then and there the highest bidder therefor and the said L. Paul Ewell further reports that he accepted from the said Marietta E. Clarke her ibligation for the entire purchase price of seventeen hundred dollars ($1700.00) payable on ratification of this sale.

Respectfully submitted.

L. Paul Ewell
Attorney named in mortgage.

State of Maryland, County of Worcester to wit:

I hereby certify that on this 24th day of June A. D. 1925, before me the subscriber a Notary Public of the state of Maryland residing at Pocomoke City in said Worcester County, personally appeared L. Paul Ewell attorney named for foreclosure mentioned in the foregoing report and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Seal of Notary.

In testimony whereof I hereunto set my hand and affix my Notarial seal.

Cynthia Ardis, Notary Public.

Upon which said report the Clerk of the Circuit Court here passed the following order:

L. Paul Ewell exparte	)	In the Circuit Court
Trust created under a mortgage to	)	For Somerset County
Marietta E. Clarke from Milolaus	)	Maryland
Papernck and Katherine Papernck his wife	)	No. 3793 Chancery
and John Kemeny and Mary Kemeny his wife.	)	

Ordered that the sale made and reported by L. Paul Ewell attorney named for foreclosure in a mortgage from Nikolaus Papermck and Katherine Papernck his wife and John Kemeny and Mary Kemeny his wife to Marietta E. Clarke for the sale of the real estate in the above cause described be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of July 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County, Maryland once in each of three successive weeks before the 23rd day of July 1925.

The report states the amount of sale to be seventeen hundred dollars ($1700.00).

W. Jerome Sterling, Clerk.

And now at this day to wit on the 15th August 1925, comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 15th day of August 1925, that the sale made and reported by L. Paul Ewell attorney under and by virtue of the power of sale contained in the mortgage mentioned in the foregoing proceedings 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 L. Paul Ewell attorney as aforesaid is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Joseph L. Bailey, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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corporate institutions as the same appeared on the assessment books of said county with the names of the owners arrranged according to election districts and alphabetically for each district, and showing the amount of state and county taxes due and owing by every such person, set of persons or corporate institutions.

That by said levy the County Commissioners did levy for the year 1921 upon the property assessed to Henry H. Jones in Tangier Election District, said county andstate the sum of Fifty cents (.50) state taxes and the sum of Two dollars and nine cents ($2.09) County taxes, and that said taxes were due andin arrears on the 1st day of January 1922.

That in the month of August 1921, I the said R. Mark White, County Treasurer and collector as aforesaid did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in Somerset County, that is to say, in the "Marylander and Herald" published in Princess Anne in the "Crisfield Times" published in Crisfield, that I, R. Mark White, County Treasurer and Collector as aforesaid prepared the tax bills of each tax payers and forwared the same by mailmor delivered the same to the person or persons or corporate institutions to whom the property included in such tax bills was assessed so far as their residence or post office address was known or ascertained by me on or before the first day of October next succeeding said levy and such advertisement or tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills; that thesaid taxes assessed to Henry H. Jones in said Tangier Election District said county and state, not having been paid, on or before the first day of January 1922, I the said R. Mark White, County Treasurer and collector as aforesaid did within thirty days thereafter mail to the said Henry H. Jones, at Chance Post Office , Somerset County, Maryland the same being the last known post office address of the said delinquent tax payer an account of his assessment and the taxes and interest due thereon with a notice to said delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice the same would be dollected by process of law.

That said state and county taxes being still due andin arrears andunpaid, constituted a line upon the real estate of the said Henty H. Jones in said Tangier Election District, said county and state, that I the said R. Mark White, county Treasurer and Collector as aforesaid having found it necessary to enforce the payment of said taxes by a sale of said real estate thesaid real estate not being susceptible of division in my judgment did advertise the whole of said real estate in the Crisfield Times, a weekly newspaper published in said Somerset County, onee a week for four successive weeks and also by notice set up at the Court House door. in Princess Anne in said county giving notice of the time, place, manner and terms of sale the year for which the taxes were due and to whom the propertyw as assessed that I, the said R. Mark White, County Treasurer and Collector as aforesaid in pursuance of said advertisement and notice, did on Tuesday the 22nd day of July, 1924, at or about the hour of two O'clock P. M. at the Court House door in Princess Anne , Maryland, proceed to sell at public auction for cash, all that lot or parcel of land in said Tangier District, Somerset County Maryland, containing ½ acre more or less with the improvements thereon adjoining the lands of Sam. McBridel John W. Parks and Marion Barnes and assessed to Henry H. Jones, and sold the same to William L. Jones of said Somerset County, Maryland he being the highest bidder therefor at and for the sum of six dollars and thirty cents ($6.30) which said amount has been fully paid and a copy of said advertisement of sale is herewith filed as a part of this report marked Exhibit "A".

And I the said R. Mark White, County Treasurer and Collector as aforesaid do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

R. Mark White,
County Treasurer and Collector.

State of Maryland, Somerset County to wit:

I hereby certify that on this 20th day of August, 1924, before me the subscriber a Justice of the Peace of the state of Maryland, in and for Somerset County, aforesaid, personally appeared R. Mark White. County Treasurer and collector of State and County taxes for the

year 1921, and made oath in due form of law that the matters and things contained and stated in the aforegoing report of sales are true to the best of his knowledge, information and belief.

Edgar A. Jones Justice of the Peace.

Exhibit A referred to in the foregoing report is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Acts of the General Assembly of Maryland of 1910, I hereby give notice that on Tuesday July 22nd 1924, at or about the hour of two O'clock P. M. at the Court Hpuse door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1921, or charged to and due from the several persons to whom the sameare assessed, which said taxes are now due and in arrears for said year, together with the interest and costs thereon and costs of sale.

No. 1 All that lot of land in Tangier District, said county and state containing ½ acres more or less with the improvements thereon adjoining the lands of Sam McBride John W. Parks, and Marion Barnes and assessed to Henry H. Jones for said year.

R. Mark White, County Treasurer.

Upon which said report the Circuit Court here passed the following order.

In the matter of the tax sale of real estate in)	
Tangier Election District, in Somerset County, Maryland)	No. 3735 Chancery
assessed to Henry H. Jones, made and reported by)	In the Circuit Court
R. Mark White, County Treasurer and Collector of)	For Somerset County
State and County taxes for the year 1921.)	In Equity.
William L. Jones, Purchaser. Ex Parte.)	

The annexed and above report of the proceedings of R. Mark White, County Treasurer of Somerset County and collector of State and County taxes for the year, 1921, relating to the sale on the 22nd day of July 1924, of certain land in Tangier Election District, Somerset County, Maryland containinf½ acre more or less with the improvements thereon, adjoining the lands of Sam. McBride, John W. Parks and Marion Barnes and assessed to Henry H. Jones for the year 1921 and sold to William L. Jones of Somerset County, Maryland at and for the sum of Six Dollars and thirty cents ($6.30) which said amount has been fully paid the said report of sales having been presented to Court and the proceedings therein having been carefully considered and examined by the Court and said proceedings appearing to be regular and it appearing that the provisions of the law in relation thereto have been complied with:

It is thereupon ordered by the Circuit Court for Somerset County in Equity, this 20th day of August 1924, that notice be given in the "Marylander and Herald" a newspaper published in Somerset County, once a week for three successive weeks before the 20th day of September,1924, warning all persons interested in the property so sold to be and appear in this Court on or before the 31st day of October, 1924, to show cause if any they have why said sale should not be ratified and confirmed. Robt F. Duer. Judge.

And now at this day on the 24th July 1925 comes again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

In the above entitled cause it appearing that notice has been given in the "Marylander and Herald" a weekly newspaper published in Somerset County according to the terms of the above and preceeding order Nisi and no objections having been made to the said sale and no cause to the contrary having been shown within the time limited by the said order it is hereby ordered this 24th day of July 1925m by the Circuit Court for said Somerset County in Equity that the aforegoing report and the sale therein reported be and the same are hereby finally ratified and confirmed

Joseph L. Bailey, Judge.

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And thereupon it ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: N. Jerome Sterling ,Clerk.

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process of law.

That on or before the first day of July, 1921 the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, that within sixty days after the said levy was made, I, the said R. Mark White County Treasurer and collector as aforesaid the performance of my duties as Clerk to said County Commissioners made a true copy of the assessment list for said county in books supplied by the County Commissioners for the purpose as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county with the names of the owners arranged acording to election Districts and alphabetically for each district and showing the amount of state and county taxes due and owing by every such person, set of persons or corporate institutions; and that by said levy the county Commissioners did levy upon the property assessed to Bernice Wright, in Tangier Election District, said county and state, the sum of Ninety four cents (.94) state taxes and the sum of three dollars and ninety cents ($3.90) county taxes; and that said taxes were due andin arrears on the first day of January 1922.

That in the month of August 1921, I thesaid R. Mark White, County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in Somerset County, that is to say, in the "Marylander and Herald" published in Princess Anne and in the Crisfield Times" published in Crisfield, that I the said R. Mark White, County Treasurer and Collector as aforesaid prepared the tax bills of each tax payer and forwarded the same by mail or delivered the same to the person, set of persons or corporate institutions to whom the property included in such tax bills was assessed so far as their residence or post office address was known or ascertained by me on or before the first day of October next succeeding said levy and such advertisements and tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills; that the said taxes assessed to Bernice Wright in Tangier Election District, said county and state, not having been paid on or before the first day of January, 1922, I the said R. Mark White, County Treasurer and Collector as aforesaid, did within thirty days thereafter mail to the said Bernice Wright, at Chance Post Office, Somerset County Maryland, thesame being the last known post office address of the said delinquent tax payer an account of his assessment and the taxes and interest due thereon with a notice to said delinquent thereto attached, that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice the same would be collected by process of law.

That said state and county taxes being still due and in arrears and unpaid, constituted a line upon the real estate of the said Bernice Wright, in said Tangier Election District, said County and state and that the said R. Mark White, County Treasurer and collector as aforesaid having found it necessary to enforce the payment of said taxes by a sale of said real estate, the said real estate not be susceptible of division in my judgment did advertise the whole of said real estate in the Crisfield Times, a newspaper published in said Somerset County, once a week for four successive weeks, and also by a notice set up at the Court House door in Princess Anne, in said County giving notice of the time, place , manner and terms of sale the years for which the taxes were due and to whom the property was assessed that I thesaid R. Mark White, County Treasurer and Collector as aforesaid in pursuance of said advertisement and notice did on Tuesday the 22nd day of July 1924, at or about the hour of two Oclock P. M. at the Court House door in Princess Anne Maryland, proceed to sell at public auction for cash all that lot of land in Tangier District Somerset County. Maryland containing ½ acres more or less with the improvements thereon adjoining the lands of Eddie Pinkett, George Milbourne, Mary F. White, and sold to William L. Jones of Somerset County Maryland being the highest bidder therefor at and for the sum of Sixteen dollars and fortybtwo cents ($16.42) which amount he has fully paid, and a copy of said advertisement of sale is herewith filed as a part of this report marked Exhibit A".

And I the said R. Mark White county Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

R. Mark White, County Treasurer and Collector.

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State of Maryland, Somerset County to wit:

I hereby certify that on this 20th day of August 1924, before me the subscriber, a Justice of the Peace of the state of Maryland, in and for Somerset County aforesaid, personally appeared R. Mark White, County Treasurer and Collector of state and county taxes for the years 1920 and 1921 and made oath in due form of law that the matters and things contained and stated in the foregoing report of sales are true to the best of his knowledge and belief and that the sale thereinreported was fairly made.

Edgar A. Jones , Justice of the Peace.

Exhibit A referred to in the foregoing report of sales is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Acts of the General Assembly of Maryland of 1910, I hereby give notice that on Tuesday July 22nd 1924, at or about the hour of two O'clock P. M. at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash, all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and County taxes, levied against thesaid hereinafter described lots or parcel of land for the year 1921, or charged to and due rom the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and costs thereon and costs of sale.

No. 18. All that lot of land in Tangier District, said county and state containing ½ acre, more or less, with the improvements thereon, adjoining the lands of Eddie Pinkett, George Milbourne, Mary F. White and the Good Hope Lodge and assessed to Bernice Wright for the years 1920 and 1921, and sold for taxes due for said years.

R. Mark White, County Treasurer.

Upon which said report the Court here passed the following order:

In the Matter of the tax sale of real estate in) Tangier Election District in Somerset County,) Maryland, assessed to Bernice Wright,made and) reported by R. Mark White County Treasurer and) Collector of state and county taxes for the years) 1920 and 1921.) William L. Jones Purchaser. Ex Parte.)	No. Chancery In the Circuit Court For Somerset County In Equity.

The annexed and above report of the preceedings of R. Mark White, CountybTreasurer of Somerset County and collector of state and county raxes for the years 1920 and 1921 relating to the sale on the 22nd day of July 1924, of certain land in Tangier Election District, Somerset County, Maryland, containing ½ acre more or less with the improvements thereon adjoining the lands of Eddie Pinkett George Milbourne Mary F. White and the Good Hope Lodge, and assessed to Bernice Wright for the years 1920 and 1921 and sold to William L. Jones of said Somerset County Maryland, at and for the sum of Sixteen Dollars and Forty two cents ($16.42) which said amount has been fully paid; the said report of sales having been presented to Court and the proceedings therein having been carefully considered and examined by the Court and said proceedings appearing to be regular and it appearing that the provisions of the law in relation thereto have been complied with;

It is thereupon ordered by the Circuit Court for Somerset County in Equity, this 20th day of August 1924, that notice be given in the "Marylander and Herald" a weekly newspaper published in Somerset County once a week for three successive weeks before the 20th day of September 1924, warning all persons interested in the property so sold to be and appear in this Court on or before the 31st day of October 1924, to show cause if any they have why the sale should not be ratified and confirmed.

Robt F. Duer, Judge

And now at this day to wit on the 24th day of July 1925 comes again into Court here the said Treas.. by hissolicitor and on motion of the said Treasurer by his attorney aforesaid the Court here passed the following order:

In the above entitled cause it appearing that notice has been given in the Marylander and Herald a weekly newspaper published in Somerset County according to the terms of the above and preceding Order Nisi and no objections having been made to the said sale and no cause to the contrary having been shown within the time limited by the said order; it is hereby ordered this 24th day of July 1925, by the Circuit Court for Somerset County in Equity that the aforegoing report and the sale therein reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey Judge.

And thereupon it is ordered by the Court here that the preceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: N. Jerome Sterling ,Clerk.

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Be it remembered that herefofore to wit on the 2nd day of August 1924 a certain R. Mark White Treasurer of Somerset County for the year 1921 by L. Creston Beauchamp his solicitor exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

In the matter of the tax sale of real estate	)	
in Dames Quarter District Somerset County, Maryland assessed	)	No. 3730 Chancery
to Humphrey Hyland made and reported by R. Mark White,	)	In the Circuit Court
County Treasurer and Collector of State and county taxes	)	For Somerset County
for the year 1921.	)	Maryland.
Lankford Phoebus Purchaser, Ex Parte.	)	

To the Honorable the Circuit Court for Somerset County, Maryland in Equity:

The report of R. Mark White, County Treasurer and Collector of state and county taxes for said Somerset County for the year 1921 respectfully represents.

That on the thirtieth day of June nineteen hundred and twenty one the county commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property of said county and that within sixty days after said levy was made , I thesaid R. Mark White, County Treasurer and Collector as aforesaid in the performance of my duties as Clerk to the county Commissioners of Somerset County made a true copy of the assessment list for said county in books supplied by said county commissioners for the purpose as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions as the same appeared on the assessment books of said county with thenames of said owners arranged according to election District, and alphabetically for each district and showing the amount of state and county taxes due and owing by every such person set of persons or corporate institutions.

That by said levy the said County commissioners did levy upon the property assessed to Humphrey Hyland in Dames Quarter District, said county and state the sum of eighty eight cents state taxes and the sum of three dollars and sixty six cents county taxes and that said taxes were due and in arrears on the first day of January 1922.

That in the month of August 1921 I thesaid R. Mark White county Treasurer and collector as aforesaid did give notice of the said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in Somerset County that is to say the Marylander and Herald, published in Princess Anne and the Crisfield Times, published in Crisfield, and that I the said R. Mark White, County Treasurer and Collector as aforesaid prepared the tax bills of each tax payer and forwarded the same by mail or delivered thesame to the person or persons or corporate institution or delivered the same to the person or persons or corporate institution or

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to the agent of the person or persons or corporate institution to whom the property included in such bills were assessed so far as their residence or post office address was known or ascertained by me on or before the 1st day of October next, succeeding said levy, and that such advertisement and tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills.

That the said taxes assessed to the said Humphrey Hyland in Dames Quarter District in said county not having been paid on or before the first day of January 1922, I the said R. Mark White , County Treasurer and collector as aforesaid did within thirty days after said date mail to the said Humphrey Hyland at Dames Quarter, said county and state the same being the last known post office address of said delinquent tax payer an account of his assessment and the taxes and interest due thereon, with a notice to the said delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice the same would be collected by process of law;

That said state and county taxes being still due and in arrears and owing constituted a line upon the real estate of the said Humphrey Hyland in said District and county and I thesaid R. Mark White County Treasurer and Collector as aforesaid for the year 1921 having found it necessary to enforce the payment of said taxes by a sale of said real estate and said real estate not being capable of division in my judgment, did advertise the whole of said real estate in the "Crisfield Times" a newspaper published in Somerset County once a week for four successive weeks and also by notice set up at the Court House door in Princess Anne said County and state giving notice of the time place and terms of sale the year for which the taxes were due and to whom the property was assessed and I the said R. Mark White, County Treasurer and Collector as aforesaid in pursuance of said advertisement and notice did on Tuesday the 29th day of July 1924, at or about the hour of two O'clock P. M. at the Court House door in Princess Anne Maryland, proceed to sell at public auction for cash all that parcel of land assessed to thesaid Humphrey Hyland in said District, for said year described as follows: All that lot of land in Dames Quarter District, Somerset County, Maryland containing 2 acres more or less with the improvements thereon adjoining the lands of Mrs. Page Dawson, Wmily C. Todd and S. F. Dashiell.

and sold the same to Lankford Phoebus he being the highest bidder therefor at and for the sum of fifteen dollars and sixty cents which he has fully paid and a copy of said advertisement is hereto attahhed as a part of this report.

And the said R. Mark White, County Treasurer and Collector of state and county taxes for Somerset County Maryland for the year 1921 do hereby report said sale and the proceedsngs had thereunder to this Honorable Court for ratification thereof.

R. Mark White,
County Treasurer and Collector.

State of Maryland, Somerset County to wit:

I hereby certify that on this 2nd day of August 1924, before me the subscriber a Justice of the Peace of the state of Maryland in and for the Somerset County aforesaid, personally appeared R. Mark White, County Treasurer and collector of state and county taxes for Somerset County, Maryland for the year 1921 and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief andthat the sale therein reported was fairly made.

Edgar A. Jones J. P.

Exhibit A referred to in the foregoing Report of sale is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County, by provisions of chapter 10 of the acts of the General Assembly of Maryland, of 1910, I hereby give notice that on Tuesday July 29th 1924, at or about the hour of two O'clock P. M. at the Court House door in Princess Anne, Maryland I will sell at public auction for cash, all the lots or parcels of land hereinafter severally mentioned and desdribed to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1921 or charged to and due from the several persons to whom the same are assessed which said taxes are now due and in arrears for said year together with the interest and costs thereon and costs of sale.

No. 8 All that lot of land in Dames Quarter District said county and state, containing 2 acres more or less with the improvements thereon adjoining the lands of Mrs Page Dawson, Emily C. Todd and S. Frank Dashiell and assessed to Humphrey Hyland for the years 1920 and 1921 and sold for taxes due for said years. R. Mark White, County Treasurer.

Upon which said report the Court here passed the following order:

In the Matter of the tax sale of real estate in	)	
Dames Quarter District, Somerset County, Maryland	)	No. 3730 Chancery
assessed to Humphrey Hyland made and reported by	)	In the Circuit Court
R. Mark White County Treasurer and Collector of state and	)	For Somerset County
County taxes for said Somerset County for the year	)	Maryland.
1921. Lankford Phoebus Purchaser, Ex Parte.	)	

The annexed and above report of the proceedings of R. Mark White, Treasurer of Somerset County and Collector of state and county taxes for 1921, relating to the sale on the 29th day of July 1924, of certain land in Dames Quarter District. Somerset County Maryland containing 2 acres more or less adjoining the lands of Mrs. Page Dawson, S. F. Dashiell and Emily O. Todd and assessed to Humphrey Hyland for state and county taxes for 1921 to Lankford Phoebus at and for the sum of Fifteen dollars and sixty cents now fully paid having been presented to the Court, and the proceedings therein having been carefully considered and appearing to be regular and it appearing that the provisions of law in relation thereto have been complied with:

It is thereupon ordered this 2nd day of August 1924, by the Circuit Court for Somerset County, Maryland in Equity that notice be given in the Marylander and Herald a newspaper published in said Somerset County once a week for three successive weeks before the tenth day of September, 1924, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the tenth day of November, 1924, to show causenif any they have why said sale shall not be ratified and confirmed.

The report states the amount of sales to be $15.60.

Robt F. Duer, Judge.

And now at this day to wit on the 22nd day of August 1925 comes again into Court here the said Treasurer by his solicitor and on motion of the said complainant by his solicitor the Court here passed the following order,

I having been proved to the Cpurt that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 22nd day of August nineteen hundred and twenty five ordered by the Circuit Court for Somerset County Maryland in Equity that the above and annexed report of sales of R. Mark White county Treasurer and collector of taxes for Somerset County andthe sale by him reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: ,Clerk.

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Be it remembered that heretofore to wit on the 12th June 1925 a certain Bank of Crisfield by Clarence P. Lankford its solicitor exhibited and filed in the Circuit Eourt here a certain mortgage executed and delivered to Bank of Crisfield from Douglass Sutton of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this twentyseventh day of August in the year nineteen hundred and twenty one by Douglas Sutton of Somerset County in the state of Maryland:

Whereas the said Douglas Sutton has this day borrowed from the Bank of Crisfield a body corporate existing under the laws of the state of Maryland the sum of Five Hundred dollars ($500.00) and have executed and delivered unto the said the Bank of Crisfield, a body corporate as aforesaid this promissory note for said sum of Five Hundred dollars ($500.00) dated evenly herewith, payable to the said the "Bank of Crisfield" a body corporate as aforesaid, two years after date with interest from date, which said interest is to be paid semi-annually and whereas for the purpose of further secruing the payment of said sum of money with interest and payable as aforesaid the said the said Douglas Sutton has agreed to execute this mortgage.

Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Douglas Sutton has granted and by these presents does grant and convey unto the said the Bank of Crisfield, a body corporate as aforesaid its successors and assigns, all that lot or parcel of land situate lying and being in the Town of Crisfield, Somerset County, in the state of Maryland, on the East side of Fourth street (formerly called eighth street and described as follows, beginning for the same on the east side of said Fourth Street, adjoining the Severn A. Nelson land thence running in a southerly direction by and with said fourth street a distance of thirty seven (37) feet thence in an Easterly direction a distance of ninety seven (97) feet thence in a Northerly direction a distance of thirty nine (39) feet and thence in a westerly direction a distance of one hundred (100) feet to the place of beginning being the same and all the real estate and premises conveyed unto the said Douglas Sutton by Joseph W. Disharoon and wife by deed bearing date the seventh day of September in the year nineteen hundred and ten, and recorded among the land records of Somerset County in Liber S.F.D. No. 54 folio 507 etc.,-- to which said deed and records special reference is here made for a more accurate description of the land and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said promissory note and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes assessments public dues, charges, mortgage debt and interest aforesaid the said Douglas Sutton does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee its successors or assigns or Clarence P. Lankford its and their Attorney or agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his

her or their heirs or assigns, and which sale shall be made in the manner following viz: Upon giving twenty days notice of the time, place, manner andterms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same, and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted, and that the said mortgagor or any person in his behalf shall pay said mortgage debt and interest after andadversisement and before a sale, the said mortgagor sovenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and that same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid, and in the event that said property shall e sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagor soes further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Five Hundred dollars and to cause the policy to be effected thereon to be so framed as in case of fire to inure to the benefit of the said Mortgagee its successors and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from thedate of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Oliver S. Horsey. Douglas Sutton (SEAL).

Stateof Maryland, Somerset County to wit:

I hereby certify that on this 27th day of August in the year nineteen hundred and twenty one before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid personally appeared Douglas Sutton the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed and at the same time and place also personally appeared before me Warren F. Sterling cashier of the "Bank of Crisfield" mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the cashier of the said the "Bank of Crisfield" mortgagee and its duly authorized agent for the purpose of making this affidavit.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid.

Olicer S. Horsey, Notary Public.

Received for record 31August 1921 and recorded in Liber W.J.S. No. 82 folio 550 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Promissory note referred to in the foregoing Mortgage is as follows:

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$500.00 Crisfield Md. August 27th 1921.

Two years after date I promise to pay to the order of Bank of Crisfield a body corporate existing under the lasw of the state of Maryland the sum of Five Hundred dollars with interest from date, payable semi annually at the Bank of Crisfield, Crisfield, Md., value received, without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation and if default be made in the payment hereof at mauturity, hereby covenant to pay 10% additional as collection fee; and hereby authorizes and empowers any Attorney of any Court of record to confess judgment against them for the above sum and the costs of suit with 10% collection charges, And the maker and endorser each hereby waive demand protest notice of non-payment hereof.

Witness: O. S.Horsey. Douglass Sutton.

And thereupon the said Clarence P. Lankford Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS that we, Clarence P. Lankford as principal and Warren F. Sterling and Joseph W. Disharoon as sureties af Somerset County in the state of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of One 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 administrators, jointly and severally, firmly by these presents sealed with our seals and dated this 12th day of June in the year nineteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford byvirtue of the power and authority contained in a mortgage from Douglas Sutton to the Bank of Crisfield, a body corporate dated the 27th day of August in the year nineteen hundred and twenty one and recorded among the land records of Somerset County, in the state of Maryland in Liber W.J.S. NO. 82 folio 550 etc., is authorized upon default to sell the real estate in said mortgage mentioned and conveyed and whereas default has occurred under the terms afid conditions of said mortgage and the said Clarence P. Lankford, is about to exercise the power of sale in said mortgage contained by a sale of said property:

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfil 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.

Witness: Clarence P. Lankford (SEAL).

Wm. E. Daugherty. Warren F. Sterling (SEAL).

Joseph W. Disharoon (SEAL).

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling Clerk.

And thereafter to wit on the 13th July 1925 the said trsutee exhibited andfiled in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit as aforesaid filed are in the words following to wit:

Clarence P. Lankford Ex Parte.	)	No. 3812 Chancery
Trust created by mortgage from Douglas Sutton	)	In the Circuit Court
to the Bank of Crisfield.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford, Attorney named in a certain mortgage from Douglas Sutton to the "Bank of Crisfield" a body corporate existing under the laws of the state of Maryland bearing date the twenty seventh day of August in the year nineteen hundred and twenty one and duly recorded among the land records of Somerset County in Liber W.J.S. No. 82 folio 550 etc. and duly authorized and empowered by the power contained in said mortgage to sell the real estate in said mortgage conveyed (defaulthaving occurred in the covenants in said mortgage, respectfully

represents:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said mortgage and giving notice of the time, place manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Somerset County for more than twenty days before theday of sale he did pursuant to said notice attend in front of the Post office in the Town of Crisfield, Maryland, on Saturday the 27th day of June in the year nineteen hundred and twenty five at or about the hour of 2.30 O'clock P. M. and then and there proceeded so sell the real estate in said mortgage described and conveyed in manner following that is to say:

Your attorney offerred at public sale to the highest bidder all that lot or parcel of land with the improvements thereon situate lying and beingin the Town of Crisfield Somerset County in the State of Maryland on the east side of Fourth Street(formerly called Eighth street, and described as follows, beginning for the same on the eawt side of said Fourth street adjoining the Severn A. Nelson land thence running in a southerly direction by and with said Fourth Street, a distance of Thirty seven (37) feet thence in an Easterly direction a distance of ninety seven(97) feet thence in a Northerly direction a distance of thirty nine (39) feet and thence in a westerly direction, a distance of one hundred (100) feet to the place of beginning being the same and all the real estate andpremises conveyed unto the said Douglas Sutton by Hoseph W. Disharoon and wife by deed bearing date the seventh day of September in the year nineteen hundred and ten and recorded among said land records of Somerset County in Liber S.E.D. NO. 507 etc., and which is also fully described in said Mortgage, whereupon Paul Cullen of Somerset County in the state of Maryland, being the highest and best bidder therefor became the purchaser thereof at and for the sum of Seven Hundred and twenty five dollars (725.00) all of which he has paid in cash.

And your Attorney has distributed the proceeds of said sale as follows:

By the whole amount of sales		$725.00
To costs and expesnes:		
Advertising sale and order nisi	$22.50	
State and County Taxes	58.56	
Crisfield Town Taxes	20.11	
Clerks fees including record	10.50	
Auctioneer	3.00	
Solicitor	10.00	
Commissions	54.75	
Insurance transfer	1.00	
Balance of this fund to the "Bank of Crisfield, on account of mortgage debt per mortgage filed in this cause	544.58	725.00

Statement of mortgage debt due the "Bank of Crisfield"

per mortgage filed in this cause.	500.00
Amount of mortgage debt.	
Interest to day of sale	45.00
Total amount of principal and interest to day of sale	$545.00
Less allowance as above	544.58
Balance due Bank of Crisfield.	.42

And your attorney prays the ratification of his said proceedings and the distribution of the sale ny him made.

Respectfully submitted. Clarence P. Lankford. Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 13th day of July in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford attorney named in the above report of sales 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 thereinreported was fairly made.

W. Jerome Sterling, Clerk.

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Upon which said report the Circuit Court here passed the following order.

Clarence P. Lankford. Ex Parte.	)	No. 3812 Chancery
Trust created by mortgage from Douglas	)	In the Circuit Court
Sutton to the Bank of Crisfield.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 13th day of July nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford, attorney under power contained in a mortgage from Douglas Sutton to the Bank of Crisfield and the distribution of the proceeds thereof by him made, be ratified and confirmed,unless cause to the contrary thereof be shown on or before the 25th day of August next; provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 25 day of August next.

The report states the amount of sales to be $725.00.

Joseph L. Bailey.

And now at this day to wit on the 2nd day of Sept 1925 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Clarence P. Lankford, Ex Parte	)	No. Chancery
Trust created by mortgage from Douglas	)	In the Circuit Court
Sutton to the Bank of Crisfield.	)	For Somerset County

Ordered by the Circuit Court for Somerset County this 2nd day of Sept nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford, attorney under power contained in a mortgage from Douglas Sutton to the Bank of Crisfield, and the distribution of the proceeds thereof by him made 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.

Robt F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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with interest to be paid annually and whereas for the purpose of further securing the payment of said sum of money with interest and payable as aforesaid the said Levin E. Johnson and Sarah Johnson his wife have agreed to execute this mortgage.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Levin E. Johnson and Sarah Johnson his wife have granted and by these presents do grant and convey unto the said Wade H. Cullen his heirs and assigns all that lot or parcel of land situate lying and being in Lawson's District Somerset County, and state of Maryland on the south side of the county road leading from Holland's Mill to the late residence of Mrs. Julia Whittington and further described as follows: Beginning for thesame at a post set up as a boundary on the south side of said raod where the east line of George E. Johnson's land intersects with said road thence running southward by and with said Johnson's land to a post and the land belonging or formerly belonging to the A. E. Tull Oyster Company, thence running eastward by and with the said A. E. Tull Oyster Company, land to a post and the land formerly belonging to Fre d J. Johnson, thence running Northward by and with the said Fred J. Johnson land to a post and the County Road aforesaid thence running westward, by and with the south side of said county road to the place of beginning containing nine acres of land more or less,--- the same being all the real estate and premises conveyed unto the said Levin E. Johnson by Mary E. Stevenson and George R. Stevenson her husband by deed bearing date the third day of August in the year nineteen hundred and five and recorded among the land records of Somerset County in Liber O.T.B. NO. 41 folio 54 etc., andis the same real estate that was laid off as the said Mary E. Stevenson's part of the woodland in the division of the real estate of William J. Johnson late of Somerset County deceased, ---mto which said deed and record and all the references in the same contained special reference is here made for a more accurate description of the lands and premises hereby mortgaged. Together with the buildings and improvements thereon and the rights, roads, ways, waters. privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To have andto hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until dafault be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind levied or assessed ar to be levied or assessed on said hereby mortgaged property which taxes, assessments, public dues charges, mortgage debt and interest aforesaid, the said LevinE. Johnson and Sarah Johnson his wife, do hereby covenant to pay when legally demandablt, but if default be made in the payment of said money or the interest thereon to accrue orin any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee his personal representatives or assigns or Clarence P. Lankford their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns; and which sale shall be made in the manner following viz: upon giving twenty days notice of the time place manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said

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mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not and the surplus (If any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitches or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least four Hundred 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 personal representatives and assigns, as the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be and additional indebtedness hereby intended to be secured with interest from the date of payments as though included in the mortgage debt hereinbefore first mentioned.

Witness: the hands and seals of the said mortgagors.

Test: William A. Britton. Levin E. Johnson (SEAL).

Sarah Johnson (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 24th day of November in the year nineteen hundred and thirteen before me the subscriber a of the state of Maryland in and for Somerset County aforesaid, personally appeared Levin E. Johnson and Sarah Johnson his wife the mortgagors named in the foregoing mortgage and did acknowledge the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Wade H. Cullen the within named mortgagee and made oath in due form of lasw that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he has not required the mortgagors their agent or attorney or any person for the aid Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require any tax levied thereon to be paid by the mortgagors or any person for them during the existance of this mortgage.

William A. Britton, J. P.

Received for record November 25th 1913 and recorded in Liber S.F.D. No. 64 folio 52 &c., one of the land records of Somerset County.

Per: S. Frank Dashiell, Clerk.

For value received I assign the within mortgage to the Farmers Bank of Somerset County, Marion Station Md., this 27th day of July 1920. Witness my hand and seal.

Test: Gordon Tull. Wade H. Cullen (SEAL).

Filed for record 2nd August 1920 and recorded in Liber S.F.D. NO. 64 folio 52

Test: W. Jerome Sterling, Clerk.

For value received the Farmers Bank of Somerset County a corporation hereby assigns the above and with mortgage to Gordon Tull for the purpose of foreclosure. As witness the corporate seal of the said Farmers Bank of Somerset County and the signature of G. P. Parsons the President thereof the 2nd day of July in the year 1925/

G. P. Parsons
President of Farmers Bank of Somerset County.

Filed for record 3rd day of July 1925 and recorded in Liber S.F.D. NO. 64 folio 53

Test: W. Jerome Sterling Clerk.

$405.00. Five years after date for value received we jointly and aeverally promise to pay unto Wade H. Cullen the sum of Four Hundred and five dollars with interest from this day until paid which said interest is to be paid annually. This obligation is secured by mortgage dated evenly herewith on certain real estate in Lawson's District Somerset County in the state of Maryland. Witness our hands and seals this 24th day of November, in the year nineteen hundred and thirteen.

Levin E. Johnson (SEAL).
Witness: William A. Britton. Sarah Johnson (SEAL).

For value received I assign the within abligation to the Farmers Bank of Somerset County, Marion Sta, Md., this 27th day of July 1920.

Wade H. Cullen,

For value received the Farmers Bank of Somerset County a corporation hereby assigns the within mortgage to Gordon Tull for the purpose of foreclosure as witness the corporate seal of the Farmers Bank of Somerset County and the signature of G. P. Parsons the President thereof this 2nd day of July 1925,

G. P. Parsons,
President of the Farmers Bank of Somerset County Marion Md.

Test: Aden Davis. Cashier.

And thereupon the said Gordon Tull Trustee filedin Court here a bond in the words following:

Know all men by these presents that we Gordon Tull Principal and Aden Davis and Edwin A. Robinson sureties of Somerset County Maryland are held and firmly bound unto the state of Maryland in the full and just sum of one thousand dollars current money to be paid tto the said State of Maryland or its certain Atorney 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 asministrators , jointly and severally firmly by these presents sealed with our seals and dated this 3rd day of July in the year nineteen hundred and twenty five.

Whereas the above bounden Gordon Tull by virtue of the power and authority contained in a mortgage from Levin E. Johnson and Sarah Johnson to Wade H. Cullen dated November 24th 1913, and recorded in Liber S.F.D. NO. 64 folio 52 &c., and by said Cullen duly assigned to the Farmers Bank of Somerset Co., and by said Bank duly assigned to Gordon Tull as assignee of said mortgage is duly authorized to sell the real estate therein mentioned default having occurred under the terms of said mortgage) and whereas said Gordon Tull is about to make sale of aid property to satisfy said mortgage debt now in default.

Now the condition of this oblitation is such that if the above bounden Gordon Tull do andshall well and faithfully perform the trust reposed in him by virtue of the said assignment of said mortgage or that may be reposed in him by any future decree or order in Court in the premises then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: Gordon Tull (Seal)
Thelma E. Adams. Aden Davis (SEAL).
Edwin A. Robinson (SEAL).

Which said bond was thus thereon endorsed to wit:

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 12th August 1925 the said trustee exhibited andfiledin the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

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Gordon Tull Ex Parte under a mortgage) No. 3815 Chancery
from Levin E. Johnson and Sarah Johnson to) In the Circuit Court
Wade H. Cullen and assigned to said Gordon Tull.) For Somerset County

To the Honorable the Jusges of said Court:

The report of Gordon Tull Assignee named in a certain mortgage made and executed by Levin E. Johnson and Sarah Johnson to Wade H. Cullen and assigned to the Farmers Bank and by it assigned to said Gordon Tull and dated Nov. 24th 1913, andrecorded among the Land Records of Somerset County in Liber S.F.D. No. 64 folio 52 etc. under and by virtue of a power of sale therein contained default having been made in the payment of money secured by said mortgage or in the payment of the interest thereon or in some other covenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof for the faithful discharge of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times a paper published in Somerset County once in a week for more than twenty days before the day of sale and by hand bills extensively circulated throughout said county, he did pursuant to said notice attend at Marion Ata Som Co. Maryland in front of the Farmers Bank on the Eighth day of August in the year nineteen hundred and twenty five at Four O'clock P. M. and then and there proceeded to sell said property to wit: All that farm lot and tract of land with the improvements thereon lying in Lawsons District, Somerset County, Maryland on the south side of the County road leading from the old Holland mill site to the Julie Whittington corner, and beginning for the same at a post set up on the south side of said road where the east line of Geo. E. Johnson's land intersects with the said road; thence running south by and with said John's land to a post, and the land formerly belonging to the A. E. Tull Oyster Co., thence eastward by and with the said Oyster Co land to a post and the land formerly belonging to Fred J. Johnson thence northward by and with said Johnson land to a post and the said county road; thence westward by and with the south side of said county road to the place of beginning containing nine acres ofnland more or less, and being the land conveyed to Levin E. Johnson by Mary E. Stevenson et als by deed dated August 3rd 1905, and recorded in Liber O.T.B. No. 41 folio 54 etc., and which the said Mary E. Stevenson acquired in the division of the real estate of Wm J. Johnson deceased.
And sold the same to Paul L. Gunby of Marion Sta., Somerset Co., Maryland he being then and there the highest bidder therefor at the sum of Nine Hundred and ten dollars ($910.00) and the said purchaser has complied with the terms of sale.

Respectfully submitted.

Gordon Tull
Assignee under said mortgage.

State of Maryland Somerset County Sct:

On this 13th day of August 1925, personally appeared before me Clerk of the Circuit Court for Somerset County in and for said Somerset County, Gordon Tull, Assignee named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order:

Gordon Tull, Assignee exparte under a) In the Circuit Court
mortgage from Levin E. Johnson and Sarah Johnson, to) For Somerset County
Wade H. Cullen.) No. 3815 Chancery.

Ordered that the sale of the property mentioned in these proceedings the same being No. 3815 On the Chancery Docket in said Court made and reported by Gordon Tull assignee under a mortgage from Levin E. Johnson and Sarah Johnson to Wade H. Cullen dated November 24th 193, and recorded in Liber S.F.D. NO. 64 folio 52 etc., be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of September 1925, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks

before the 12th day of September 1925.

The report states the amount of sales to be $910.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 14th day of September 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order:

Gordon Tull Assignee, Ex Parte under	)	In the Circuit Court
a Mortgage froi Levin E. Johnson and	)	For Somerset County.
Sarah Johnson to Wade H. Cullen.	)	

Ordered by the Court this 14th day of September 1925, 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 allowed the usual commissions and such proper expenses ad he shall produce vouchers for to the Auditor.

Robert F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

""

Be it remembered that heretofore to wit on the 14th July 1925 a certain Dr. Ira A. B. Allen of Somerset County and state of Maryland by Gordon Tull his solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Dr. Ira A. B. Allen by a certain Dr. J. Ralston Sudler and wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 1st day of July in the year nineteen hundred and twenty four by Dr. J. Ralston Sudler and Cora A. Sudler his wife formerly of Tilghmans, Md., but now of Marion Sta., Md., Witnesseth:

Whereas the said J. Ralston Sudler and Cora A. Sudler his wife are justly indebted unto Dr. Ira A. B. Allen of Seaford Delaware, in the just and full sum of Four Thousand dollars ($4000.00) for the balance of the purchase money due andowing on the hereinafter desdribed lots of land; and have given therefor unto the said Dr. Ira A. B. Allen their bill obligatory for the said principal sum of even date herewith payable to the said Dr. Ira A. B. Allen his personal representatives and assigns, three years after date, with interest from date at six per cent payable annually to better secure the payment of which said sum with interest as aforesaid when and as the same shall become due and payable these presents are executed, but the grantors herein reserve the right to pay off this mortgage at any interest period before the same become due and payable.

Now therefore this mortgage witnesseth that for and in consideration of the premises and of the sum of one dollar the said J. Ealston Sudler and Cora A. Sudler his wife do hereby grant and convey unto the said Dr. Ira A. B. Allen his heirs and assigns all those two lots and parcels of land situate lying and being in Precindt No. 1 of Brinkleys Election District, Somerset County, Maryland in the village of Marion where the said Dr. Allen has resided for the last five years or more and known as the Home Place of Dr. Ira A. B. Allen and being the same and all the lands conveyed unto the said Dr. Ira A. B. Allen inntwo deeds from R. H. Whittington and wife the first being dated September 17th 1915, and the second May 3rd 1917, and duly recorded respectively among theland records of Somerset County, and 1st in Liber W.J.S. No. 70 folios 26 etc., and 2nd in Liber W.J.S. No. 79 folios 354 etc., and being the same and all the land conveyed unto the said Dr. J. Ralston Sudler and Cora A. Sudler his wife by deed from the said Dr. Ira A. B. Allen and wife dated executed and intended to be recorded evenly herewith. To all of which said deeds for a fuller description of the two lots of land hereby intended to be conveyed, reference is here made and they are hereby made a part hereof.

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

To have and to hold the aforesaid parcel of land and premises unto and to the proper use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due andpayable according to the tenor and effect of the said bill obligatory andshall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes assessments public dues charges, mortgage debt and interest aforesaid the said Dr. J. Ralston Sudler and Cora A. Sudler his wife do hereby covenant to pay when legally demandable. But if default be made inthe payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall belawful for the said Mortgagee his personal representatives or assigns, or Gordon Tull, his, her , its or their Attorney or Agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns, and which sale shall be made in the manner following viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly, to the payment of all clsims of the said Mortgagee his personal representatives and assigns under their mortgage, whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever maybe entitled to the same, and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted; and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby grznted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest, andthe same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless allof said costs, fees andcommissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure andpending the existance of this mortgage to keep insure the improvements on hereby mortgaged land to the amount of at least Four Thousand 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 personal representatives and assigns, to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure andto keep insured the improvements aforewaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby

declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test: J. Ralston Sudler (SEAL).

Edwin A. Robinson. Cora A. Sudler (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 1st day of July in the year nineteen hundred and twenty four before me the subscriber a Notary Public duly commissioned sowrn &c., of the state of Maryland in and for Somerset County aforesaid, personally appeared Dr. J. Ralston Sudler and Cora A. Sudler his wife, the grantors herein and the mortgagor named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Dr. Ira A. B. Allen the mortgagee herein and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof I have hereunto subscribed my name and affixed my official seal the day and the year first above written.

Seal of Notary. Edwin A. Robinson, Notary Public.

Received for record July 21 1924 and recorded in Liber W.J.S. No. 88 folio 484&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Bill obligatory referred to in the foregoing Mortgage is as follows:

$4000.00. Marion Station Md., July 1 1924.

For value received three years after date, we jointly and severally promise to pay unto Dr. Ira A. B. Allen the just and full sum of Four Thousand dollars ($4000.00) the same being for the balance of the purchase money on the Home Place at Marion this day sold to us, with interest from date at six per cent per annum, payable annually.

The Bill Obligatory being further secured by a mortgage for the said amount on the said real estate of even date and tenor herewith.

And we the said debtors herein hereby reserve the right to pay this purchase money indebtedness, evidenced by this note and secured by said mortgage at any time before the same becomes due provided said times is a regular interest paying period.

Witness our hands and seals the day and date first above written.

Test: Edwin A. Robinson. J. Ralston Sudler (SEAL).

Cora A. Sudler (SEAL).

And thereupon the saidGordon Tull Trustee filed in Court here a bond in the words following:

Know all men by thesesents that we Gordon Tull, principal and Ira A. B. Allen and Aden Davis, sureties are held and firmly bound unto the state of Maryland, in the full and just sum of Eight Thousand dollars ($8000.00) to be paid to the said state or its certain attorney, to which payment well andtruly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns jointly and severally firmly by these presents, sealed with our seals and dated this 14th day of July in the year nineteen hundred and twenty five.

Whereas the above bounden Gordon Tull, by virtue of the power contained in a mortgage from J. Ralston Sudler and Cora A. Sudler, to Ira A. B. Allen dated July 1st 1924, and recorded in Liber W.J.S. No. 88 Folios 484 &c., as attorney named in said mortgage is authorized to sell the real estate therein mentioned(default having occurred under the covenants in said mortgage) and whereas said Gordon is about to make sale of said property to satisfy said mortgage and the interest thereon in default.

Now therefore the condition of the above obligation is such that if the above bounden Gordon Tull do and shall well and faithfully perform the trust reposed in him in and by virtue of the said power in the said mortgage, or that may be reposed in him by any future decree or order of Court in the premises, then the above obligation to be void, otherwise to be and remain in full force

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and virtue in law. Witness our hands and seals the day and year first above written.

Test: Gordon Tull (SEAL).

Grover S. Somers. Aden Davis (SEAL).

Dr. I. A. B. Allen (SEAL).

Which said Bond was thereon endorsed

Approved. W. Jerome Sterling. Clerk.

And thereafter to wit on the 12th August the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Gordon Tull, Ex Parte under a mortgage	)	No. 3816 Chancery
from J. Ralston Sudler and Cora A. Sudler his wife	)	In the Circuit Court
to Ira A. B. Allen.	)	For Somerset County.

To the Honorable the Judge of the Circuit Court for Somerset County In Equity:

The report of Gordon Tull, attorney named in a mortgage made by J. Ralston Sudler and Cora A. Sudler to Dr. A. B. Allen dated July 1st 1924 and recorded in mortgage records Liber W.J.S. NO. 88 folios 484 etc., default having occurred by virtue of the power therein contained and the covenants therein mentioned respectfully shows: that after giving Bond with security for the faithful discharge of the trust as required by said Mortgage and giving notice of the time, place, manner and terms of sale by advertisement in the Somerset News a paper printed in said Somerset County once a week for more than twenty days before the day of sale and by hand bills extensively circulated in said County he did pursuant to said notice attend at Princess Anne, Maryland at the Court House door, on the Tuesday the 11th day of August in the year nineteen hundred andtwenty five at about Three Oclock P. M. and then and there did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said Mortgage and in said advertisement and particularly described as follows:

All those two lots of land situate lying and being in precinct No. 1 Brinkleys District, Somerset County, Maryland in the village of Marion on the road leading from Marion to the Steamboat Wharf which said two lots, with the improvements thereon was the former home of Dr. Ira A. B. Allen the same being conveyed to said Allen by two deeds from R. H. Whittington and wife the first dated Sept 17th 1915, and recorded in Liber W.J.S. NO. 70 folios 26 etc., and the seconddated May 3rd 1917, and recorded in Liber W.J,S. NO. 79 folios 354 etc., and being the same lots and premises conveyed unto said J. Ralston Sudler and wife by said Ira A. B. Allen and wife by deed dated July 1st 1924, and recorded in Liber W.J.S. NO. 90 Folios 551 etc., said lots being improved by a handsome dwelling house and other outbuildings.

And sold the same to Dr. George C. Coulbourne he being then and there the highest bidder therefor at the sum of fifty one hundred dollars ($5100.00) and said purchaser has complied with the terms of sale. Respectfully submitted.

Gordon Tull.
Attorney named in said mortgage.

State of Maryland, Somerset County Sct:

In this 13th day of August nineteen hundred and twenty five personally appeared before me Clerk of the Circuit Court for Somerset County Gordon Tull the attorney named in said mortgage and named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling,
Clerk of the Circuit Court for Somerset Co.

Upon which said report the Clerk of the Circuit Court here passed the following order.

Gordon Tull, Ex Parte under a mortgage	)	No. 3816 Chancery
from J. Ralston Sudler and Cora A. Sudler his	)	In the Circuit Court
wife to Ira A. B. Allen.	)	For Somerset County.

Ordered that the sale of property mentioned in these proceedings thesame being No. 3816 on the Chancery Docket of said Court made and reported by Gordon Tull Attorney named in the mortgage from J. Ralston Sudler and Cora A. Sudler his wife to Dr. I. A. B. Allen dated July 1st 1924 and recorded in Liber W.J.S. NO. 88 folios 484 &c. be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2th day of September 1925, provided a copy of this Order be inserted in some weekly newspaper published in Somerset County once in each of three successive weeks before the 12th day of September 1925.

The report states the amount of sales to be $5100.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 14th day of September 1925 comes again into Court here the said trustee and om motion of the aid trustee the Court here passed the following order to wit:

Gordon Tull Ex Parte under a mortgage	)	In the Circuit Court
from J. Ralston Sudler and Cora A. Sudler	)	In Equity No. 3816
his wife to Ira A B. Allen.	)	For Somerset County
	)	September Term 1925.

Ordered by the Court this 14th day of September 1925 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 allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Robert F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to laz and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 4th August 1925 a certain R. Mark White Treasurer for Somerset County by Miles and Myers his solicitors exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed, are in the words follows:

In the matter of the tax sale of real	)	
estate in Deals Island Election District,	)	No. 3732 Chancery
Somerset County, Maryland, assessed to Denwood	)	In the Circuit Court
Windsor, made and reported by R. Mark White,	)	For Somerset County
County Treasurer and Collector of state and	)	Maryland.
County taxes for the year 1921.	)	
Hooper S. Miles Purchaser Ex Parte.	)	

To the Honorable the Judge of said Court:

The report of R. Mark White, County Treasurer and Collector of State and County taxes for said Somerset County for the year nineteen hundred and twenty one, respectfully represents:

That on the 30th day of June nineteen hundred and twenty one the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county and that sixty days after said levy was made, I the said R. Mark White, county Treasurer and Collectof aforesaid in the performance of my duties and as Clerk to the County Commissioners of said Somerset County, made a true copy of the assessment list for said County in books supplied by said County Commissioners for the purpose, as required by law, showing the aggregate assessment of every person set of persons or corporate institution as the same appeared on the assessment

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books of said county, with the names of said owners arranged according to Election Districts and alphabetically for every district, and showing the amount of state and county taxes due and owing by every such person, set of persons or corporate institution.

That by the said levy the said County Commissioners did levy upon the property assessed to Denwood Windsor in Deals Island Election District, County and state aforesaid the sum of eighty one cents ($.81) state taxes and three dollars and thirty eight cents ($3.38) county taxes and that said taxes were due and in arrears on the first day of January nineteen hundred and twenty two.

That in the month of August nineteen hundred and twenty one I the said R. Mark White, County Treasurer and Collector aforesaid did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the "Marylander and Herald" published in Princess Anne, and the "Crisfield Times" published in Crisfield, and that I, the said R. Mark White, County Treasurer and Collector aforesaid prepared the tax bills of each taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate institutions or to the agent of the person or persons or corporate institutions, to whom the property included in such bills was assessed so far as their residence or post office address was known or ascertained by me on or before the first day of October next succeeding said levy and that such advertisement and tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills.

That said taxes assessed to the said Denwood Windsor in Deals Islamd Election District, said County not having been paid on or before the first day of January, nineteen hundred and twenty two I, the said R. Mark White, County Treasurer and Collector as aforesaid did within thirty days after said date, mail to the said Denwood Windsor at Deals Island , in said County and state , the same being the last known Post Office address of said delinquent taxpayer an account of his assessment and the taxes and interest due thereon with a notice to the said delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice that the same would be collected by process of law.

That said state and county taxes being still due and owing and in arrears, constituted a line upon the real estate of said Denwood Windsor in said District and county and I the said R. Mark White, County Treasurer and Collector as aforesaid for the year nineteen hundred and twenty one, having found it necessary to enforce the payment of said taxes by a sale of said real estate and said real estate not being capable of division in my judgment, did advertise the whole of said real estate in "Crisfield Times", a newspaper published in said Somerset County, once a week for four successive weeks , and also by notice set up at the Court House door in Princess Anne, giving notice of the time, place and terms of sale, the year for which the taxes were due and to whom the property was assessed, and that I, the said R. Mark White, County Treasurer and Collector as aforesaid, in pursuance of said advertisement and notice, did on Tuesday July the twenty second, nineteen hundred and twenty four, at about the hour of Two O'clock P. M. at the Court House door in Princess Anne, Maryland proceed to sell at public auction, for cash, all that parcel of land being the real estate assessed to the said Denwood Windsor in said District for said year, described as follows:

"All that lot of land in Deals Island District, said county and state, with the improvements thereon adjoining the land of William J. Doyle, D. W. White, and P. White" and sold the same to Hooper S. Miles, of Wicomico County, state of Maryland, he being the highest bidder therefor at and for the sum of eight dollars and eighteen cents ($8.18) which he has fully paud, and a copy of said advertisement is herewith filed as part of this report, marked Exhibit "A".

And I the said R. Mark White. County Treasurer and collector af state and county taxes for Somerset County for the year nineteen hundred and twenty one do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

R. Mark White
County Treasurer and Collector of state and
County taxes for the year 1921.

State of Maryland.Somerset County to wit:

I hereby certify that on this 2nd day of August nineteen hundred and twenty four. before me the subscriber a Justice of the Peace of the state of Maryland, in and for Somerset County aforesaid personally appeared R. Mark White, County Treasurer and Collector of state and county taxes for Somerset County, Maryland for the year nineteen hundred and twenty one and made oath in due form of law that the matters and things stated in the foregoing report af sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Edgar A. Jones. Justice of the Peace.

Exhibit A referred to in the foregoing Report is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Acts of the General Assembly of Maryland of 1910. I hereby give notice that on Tuesday, July 22, 1924 at about the hour of two O'clock P. M. at the Court House door in Princess Anne Maryland, I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1921, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said year, together with interest and costs thereon and costs of sale.

No. 1o all that lot of land in Deals Island District, said county and state, with the improvements thereon, adjpining the lands of William J. Doyle, D. W. White and P. White, and assessed to Denwood Windsor for said year.

R. Mark White, County Treasurer.

Upon which said report the Court here passed the following order.

In the Matter of the tax sale of real estate in	)	
Deals Island District Somerset County, Maryland,	)	No. 3732 Chancery
assessed to Denwood Windsor, made and reported by	)	In the Circuit Court
R. Mark White, County Treasurer and collector of	)	For Somerset County
state and county taxes for the year 1921.	)	Maryland.
Hooper S. Miles Purchaser Ex Parte.	)	

The annexed and above report of the proceedings of R. Mark White, Treasurer of Somerset County and Collector of state and county taxes for the year 1921, relating to the sale of July, 22, 1924, of certain land in Deals Island Election District, Somerset County Maryland with the improvements thereon adjoining the lands of William J. Doyle D. W. White and P. White and assessed to Denwood Windsor for said year for state and County taxes for the year 1921 made to Hooper S. Miles at and for the sum of $8.18 now fully paid, having been presented to the Court and examined and appearing to be regular and it appearing that the provisions of law in relation thereto have been complied with.

It is thereupon ordered this 4th day of August 1924, by the Circuit Court for Somerset County, Maryland in Equity that notice be given in the Marylander and Herald a newspaper published in said Somerset County once a week for three successive weeks before the tenth day of September, 1924, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the tenth day of October 1924, to show cause if any they have why said sale shall not be ratified and confirmed.

The report states the amount of sales to be $8.18.

Robt E. Duer, Judge.

And now at this day on the 23rd day of September 1925, some again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

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It having been proved to the Court that the order nisi passed on the aforegoing report of sales was published in the Marylander and Herald in compliance with the terms of said order and no exceptions having been filed and no cause to the contrary having been shown it is thereupon by the Circuit Court for Somerset County in Equity this 23rd day of September nineteen hundred and twenty five ordered that the aforegoing report of sales made by R. Mark White Collector of state and County taxes in and for said Somerset County for the year 1921 and the sale therein reported be and the same is hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: A. Jerome Sterling ,Clerk.

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of my estate, real , personal and mixed of every kind and description and wheresoever situated I give, devise and bequeath unto my son, Ernest Hickman my son, George Thomas Hickman my daughter Mary Anne Sterling, my son William Hickman, my son Herman Hickman, my son. Omar E. Hickman, my daughter, Iva Fisher my son. John Clarence Hickman, my son, Milton Hickman, and my grand-son Gordon Elsworth Hickman, son of my deceased son, Norman Hickman their heirs personal representatives and assigns share and share alike.

Fourth: That your orator Ernest Hickman, intermarried with your oratrix, Eva C. Hickman that your orator George Thomas Hickman intermarried with your Oratrix Annie Hickman, that your oratrix Iva Fisher intermarried with your orator, Tillery Fisher, that the defendant Mary Anne Sterling, Intermarried with the defendant, William Sterling, that the defendant Omar E. Hickman intermarried with the defendant, Ruby Hickman, that the defendant Herman Hickman ,intermarried with the defendant, Manie Hickman, that your orator Milton , Milton Hickman and the defendants John Clarence Hickman, William Hickman and Gordon Elsworth Hickman are unmarried.

Fifth: That your orators and all the defendants are above the age of twenty one years except the said defendants Gordon Elsworth Hickman, who is an infant under the age of twenty one years, and all reside in said Somerset County, Maryland, except your orators, George Thomas Hickman and Annie Hickman, his wife and Iva Fisher and Tillery Fisher, her husband who reside in the state of Virginia, and the said efendant John Clarence Hickman who resides in the City of Baltimore in theState of Maryland.

Sixth: That the said real estate so as aforesaid devised by the said George T. Hickman unto the said Ernest Hickman, George Thomas Hickman, Mary Anne Sterling, William Hickman, Omar E. Hickman Iva Fisher, John Clarence Hickman, Milton Hickman, Herman Hickman and Gordon Elsworth Hickman, is not susceptible of partition without material loss and injury to the parties entitled to interests therein, as above stated and in order to make division of said interests it will be necessary that said real estate be sold and the proceeds divided among the parties entitled thereto according to their respective interests but your orators are unable to obtain adequate relief without the aid of this Honorable Court.

To the end therefore:

(1) That a decree may be passed for the sale of said real estate/

(2) That the proceeds of said sale may be distributed among the parties entitled thereto, according to their respective interests.

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

May it please your Honors to grant unto your orators the writ of the state of Maryland of subpoena directed to the said Mary Anne Sterling and William Sterling, her husband, William Hickman, Omar E. Hickman and Ruby Hickman his wife, Herman Hickman and Manie Hickman his wife, and Gordon Elsworth Hickman (Infant) of Somerset County in the state of Maryland and also the writ of the state of Maryland of subpoena directed to the said John Clarence Hickman of Baltimore City , in the state of Maryland, commanding them and each of them, to be and appear in this Court on some certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainant.

Exhibit A referred to in the foregoing Bill of complaint is as follows:

THIS DEED, made this twenty fourth day of July in the year one thousand nine hundred and six by Aaron T. Hickman and Lilly M. Hickman his wife both of Somerset County in the state of Maryland:

Witnesseth that in consideration of Eighteen Hundred dollars ($1800.00) in hand paid by George T. Hickman of said county and state the said Aaron T. Hickman and Lilly M. Hickman of said county and state the said Aaron T. Hickman and Lilly M. Hickman his wife do grant andconvey unto thesaid George T. Hickman his heirs and assigns infee simple all those two lots tracts or parcels of land situate lying and being in Lawson's Election District, Somerset County State of Maryland, and

described as follows that is to say:

Beginning for the same Lot No. 1 Beginning at the mouth of the ditch on the west side of the county road leading from David Sterling's residence to Crisfield and runs thence N. 72½° W thirty three and forty four hundredths (33-44/100) perches by and with the middle of the said ditch to a cross ditch thence N. 24½° E seven (7) perches by and with the middle of the cross ditch to a post set up in said ditch thence N. 72½ W twenty six and one eighth (26 1/8) perches to a post set up near the turn in the dirch which forms the western boundary of this lot of clared land thence N 19° E twenty two and one fourth (22¼) perches by and with the middle of a ditch to a post set up near the county road thence N. 76½° E seventy four and thirty six hundredths 74 36/100 perches in part by and with the county road to a bounday located at the angle in a ditch which separates this property from the lands of Sterling thence S. 20½° W fourteen and eighty eight hundredths (14-88/100) perches to a post located near the said Sterling's barn, thence N. 86° W one and ninety six hundredths (1 96/100) perches thence S. 18½° W fifty two and three fifths (52 3/5) perches by and with the said county road to the place of beginning the said lot containing seventeen (17) acres one (1) rood and sixteen (16) perches of land.

Lot No. 2 Beginning at a post set up on the ditch which separates the woodland from the cleared land and runs thence S. 79½° W forty one and seventy two hundredths (41 72/100) perches to the western boundary of this woodland, thence N. 20° E thirty and two fifths (30 2/5) perches to the corner boundary, thence N. 76° E forty six and forty eight hundredths (46 48/100) perches to the corner of cleared land, thence S. 19° W twenty two and one fourth (22¼) perches to the turn in the ditch thence S. 31½° W thirteen and two fifths (13 2/5) perches to the place of beginning, the said lot containing eight (8) acres and one (1) perch of land, thense two lots of land being all the real estate and premises devised unto the said Aaron T. Hivkman by Thomas J. Hickman by his last will and testament duly recorded among the Testa mentary records of Somerset County to which said wills and all the references therein contained special reference is herebymade, as part hereof for a more complete description of the lands and premises hereby conveyed.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, alleys ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining.

To have and to hold the said 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 George T. Hickman his heirs and assigns forever in fee simple.

And this deed further witnesseth that the said Aaron T. Hickman and Lilly M. Hickman his wife, reserve the right to gather the tomato crops for the year nineteen hundred and six and the strawberry crop for the year nineteen hundred and seven,

And the said Aaron T. Hickman and Lilly M. Hickman his wife hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of said grantors.

Test: William V. Sterling. Aaron T. Hickman (SEAL).

Lillie M. Hickman (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 24th day of July in the year one thousand nine hundred and six before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid, personally appeared Aaron T. Hickman and Lillie M. Hickman his wife and they acknowledged the foregoing deed to be their act.

Wm V. Sterling, J. P.

Received for record 23rd day of August 1906 and recorded in Liber S.F.D. No. 44 folio 57 &c. one of the land records of Somerset County.

Per S. Frank Dashiell Clerk.

State of Maryland. Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing deed is truly and correctly copied from Liber S.F.D. No. 44 folio 57 &c., one of the land records of Somerset County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said court on this the 16th day of February 1925.

W. Jerome Sterling, Clerk.

Exhibit B referred to in the foregoing Bill of complaint is as follows:

Last will and testament of George T. Hickman.

1. George T. Hickman of Somerset County in the state of Maryland being of sound and disposing mind memory and understanding and contemplating the certainty of death but the uncertainty of the time thereof do make this my last will and testament in manner following that is to say:

After the payment of all my just debts and funeral expenses I give, devise and bequeath my estate as follows:

Item 1. I give and deviseall that tract or parcel of land in Lawson's District Somerset County, in the state of Maryland where I now reside on the south side of the county road leading from Hopewell to Cash Corner, and described as follows: Beginning for the same on the south side of the aforesaid County road at the center of a ditch(said ditch being between my cleared land and woodland). thence running in a southerly direction by and with the center of said ditch to the land of Hettie Miles, thence in an easterly direction by and with the land of said Hettie Miles, to the center of another ditch thence in a Northerly direction by and with the center of said last named ditch to the aforesaid county road and thence in a westerly direction by and with said County road to the place of beginning containing six acres of land more or less with the improvements thereon unto my daughter Myrtle Elizabeth Crockett her heirs and assigns infee simple.

Item 2/ All the rest and residue of my estate real personal and mixed of every kind and description and whatsoever situated I give devise and bequeath unto my son, Ernest Hickman, my son George Thomas Hickman my daughter Mary Ann Sterling, my son William Hickman my son Herman Hickman , my son Omar E. Hickman, my daughter Iva Fisher, my son John Clarence Hickman, my son Milton Hickman my grandson Elsworth Hickman, son of my deceawed son Norman Hickman share and share alike.

Item 3. I hereby constitute and appoint my son, Ernest Hickman and my friend Clarence P. Lankford and the survivor of them to be the executors of this my last will and testament hereby revoking all other wills and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 7th day of June, in the year nineteen hundred and twenty four.

Aaron T. Hickman — George T. his X mark. Hickman

Frank H. Morris.

Signed sealed published and delcared by the above named testator as and for his last will and Testament in the presence of us who at his request in his presence and in the presence of each other have hereunto subscribe our names as witnesses thereto.

Aaron T. Hickman

Frank H. Morris

Somerset County to wit: June 28, 1924

Then came Clarence P. Lankford andin the presence of Almighty God, solemnly promise and declared that the foregoing instrument of writing is the true and whole last will and testament of George T. Hickman late of Somerset County, deceased that hath come to his hands or possession and that he doth not know of any other and that the same was delivered to him by the testator

Before Handy E. Cullen, Reg W. S. Co.

Somerset County to wit: June 28th 1924.

Then came Aaron T. Hickman and Frank H. Morris two of the subscribing witness to the foregoing last will and testament of George T. Hickman late of Somerset County deceased and they in the presence of Almighty God solemnly promise and declared that they did see the Testator therein

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named, sign seal this will and they heard him publish pronounce and declare the same to be his last will and testament. That at the time of his so doing he was to the best of each of their apprehensigns of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract and that they subscribed their names as witnesses to this will in the presence and at the request of the Testator and in the presence of the other subscribing witnesses thereto.

Before Hardy B. Cullen Reg W. S. Co.

State of Maryland Sct:

In the Orphands' Court for Somerset County.

The Court having carefully examined the above last will and Testament of George T. Hickman late of Somerset County deceased, and also the evidence adduced as to its validity, orders and decalred this Istday of July, 1924, that the same be admitted in this Court as the true and genuine last will and Testament of the said George T. Hickman deceased.

John R. Corbin) Judges of the Orphans'
Asbury S. Henderson) Court for Somerset County.
Edw T. Evans)

Test: Hardy B. Cullen Reg W. S. Co.

State of Maryland, Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law Keeper of the seal of the Records and of the Original Papers of the Orphans' Court of Somerset County, do hereby certify that the aforegoing is a true and full copy of the last will and testament of George T. Hickman late of said county deceased taken from Liber L. R. No. 32 folio 305 the same being one of the records kept in the office of the Register of Wills for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said court this 16th day of February in the year of our Lord nineteen hundred and twenty five.

Hardy B. Cullen
Register of Wills for Somerset County.

And thereupon in pursuance of the prayer in the foregoing bill andby order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To Mary Anne Sterling, William Sterling, William Hickman, Omar E. Hickman, Ruby Hickman of Somerset County Greeting you are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ernest Hickman Eca Hickman his wife and others against you and others in the said Court Exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 16th day of February Anno Domini. 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in March the day of the return of the above recited writ and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service and made return thereof to the Court here in the words following to wit.

Summoned severally and copy left with each defendant.

Luther Daugherty Sheriff.

Maryland, Somerset County to wit:

The State of Maryland To Herman Hickman, Manie Hickman, Gordon Ellsworth Hickman (Infant) of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart ypu personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ernest Hickman and Eva C. Hickman his wife, and others against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 16th day of February Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said first Monday in March the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County, Luther Daigherty to whom the writ aforesaid wasin form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy left with each defendant and I certity that the infant defendant Gordon Elsworth Hickman has no parent or guardian in my bailiwick.

Luther Daugherty Sheriff.

Maryland Somerset County to wit:

The state of Maryland To. John Clarence Hickman of Baltimore City greeting: You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ernest Hickman Eva C. Hickman his wife and others against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 16th day of February Anno Domini 1925.

Per Order W. Jerome Sterling Clerk.

At which said first Monday in March the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore City John E. Potee to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following:

Non est John E Potee, Sheriff.

Maryland Somerset County to wit:

The State of Maryland To Hohn Clarence Hickman of Baltimore City Greeting you are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday of April next to answer the complaint of Mary Anne Sterling and others against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 5th day of March Anno Domini 1925.

PerOrder W. Jerome Sterling, Clerk.

At which said first Monday in April the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore City John E. Potee to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following.

Summoned. John E. Potee Sheriff.

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And thereafter to wit on the 14th May 1925 the complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

Ernest Hickman and others	)	No. 3782 Chancery
Vs.	)	In the Circuit Court
Mary Anne Sterling and others.	)	For Somerset County.
	)	

To the Honorable the Circuit Court for Somerset County:

The petition of the plaintiff in the above cause respectfully represents:

That Gordon Elsworth Hickman defendant in the above cause has been duly summoned but being an infant he cannor answer and defend this suit for himself and has no guardian within the jurisdiction of this Court to answer and defend for him.

The plaintiff therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infant. And as in duty bound etc.

Clarence P. Lankford, Solicitor for Plaintiff.

Upon the foregoing petition and affidavit it is ordered by the Circuit Court for Somerset County this 14th day of May nineteen hundred and twenty five that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Gordon Elsworth Hickman infant defendant in the above cause. Robt F. Duer.

The answer of Gordon Elsworth Hickman infant defendant in the above cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of Ernest Hickman and others against him and others in the said Court exhibited.

This defendant for answer to the said bill of complaint by his said guardian answer and say that being ignorant of the matters charged in said bill and being an infant of tender years he can not admit any of the allegations of said bill but submit his rights to the protection of this Honorable Court. And as in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 14th May 1925 the Plaintiff by their solicitor filed in Court the following petition.

Ernest Hickman and others	)	No. 3782 Chancery
Vs.	)	In the Circuit Court
Mary Anne Sterling and others.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The petition of the complainants respecffully represents:

That the adult defendants Mary Anne Sterling, and William Sterling her husband, William Hickman, Omar E. Hickman and Ruby Hickman his wife, John Clarence Hickman, Herman Hickman and Manie Hickman his wife have been duly summoned to appear to the bill of complaint of this cause, but have failed to appear to or answer said bill of complaint within the time preseribed by the rules of this Court, that the infant defendant Gordon Elsworth Hickman has been duly summoned and has answered said bill of complaint by guardian ad litem specially appointed by this Honorable Court.

The complainants therefore praythat the said bill of complaint may be taken pro confesso against the said Mary Anne Sterling and William Sterling her husband, William Hickman, Omar E. Hickman and Ruby Hickman his wife, John Clarence Hickman, Herman Hickman and Manie Hickman his wife, non-appearing and non answering adult defendants and that the complainants have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainant.

And thereupon theCircuit Court here passed the following order.

Ernest Hickman and others	)	No. 3782 Chancery
Vs.	)	In the Circuit Court
Mary Anne Sterling and others.	)	For Somerset County.

It appearing in the above entitled cause that the adult defendants, Mary Anne Sterling and William Sterling her husband William Hickman, Omar E. Hickman, and Ruby Hickman, his wife John Clarence Hickman, Herman Hickman and Manie Hickman his wife have been duly summoned to appear to the bill of complaint in this cause but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court and that the infant defendant, Gordon Elsworth Hickman has been duly summoned and has answered said bill of complaint by guardian ad litem specially appointed by this Honorable Court.

It is thereupon this 14th day of May nineteen hundred and twenty five upon the foregoing petition adjudged ordered and decreed that the bill of complaint be and the same is hereby taken pro-confesso against the said Mary Anne Sterling and William Sterling her husband William Hickman, Omar E. Hickman and Ruby Hickman his wife John Clarence Hickman, Herman Hickman and Manie Hickman his wife non-answering adult defendants, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

Ernest Hickman , Eva C.	)	No. 3782 Chancery
Hickman his wife et al.	)	In the Circuit Court
Vs.	)	For Somerset Co.
Mary Anne Sterling, Wm. Sterling,	)	In Equity.
her husband et al.	)	

In this cause an order having been passed for the taking of testimony to support the allegations of the Narr, I, F. Douglass Sears the of the standing examiners in Chancery for the Circuit Court of Somerset County, in Equity, having been duly appointed sworn etc. did take the following testimony on June 13th 1925, in the office of C. P. Lankford, in Crisfield Somerset County Maryland, to wit:

Intl. State your name, age, residence and occupation?

Ans. My name is Ernest Hicmma,my age 48 years, my residence near Crisfield, Maryland, and my occupation I am a farmer.

Int 2. Are you acquainted with the parties to this suit? If so where do they reside?

Ans. I am one the complainants and am well acquainted with the other complainants and with all the defendants. They all reside in Somerset County Maryland, except the complainants, George Thomas Hickman and Annie Hickman, his wife, and Ivy Fisher and Tillery Fisher, her husband who are non-residents of the state of Maryland and reside in the State of Virginia, and the defendant John Clarence Hickman who resides in Baltimore City in the stateof Maryland.

Int 3. Were you or not axquainted with George T, Hickman and if so is he living or dead, and if dead when did he die? Please state whether or not he left a last will and testament?

Ans. I was acquainted with George T . Hickman He was my father, He is dead, having died in the month of June nineteen hundred and twenty four. He left a last will and testament, and the paper now shown me marked Exhibit "B" is a certified copy of said last will and testament of the said George T. Hickman

Int 4. Please state whether or not the said George T. Hickman was seized and possessed at the time of his death of any real state in Somerset County, Maryland, If so please describe it?

Ans. The said George T. Hickman was seized and possessed at the time of his death of a farm in Lawson's District, Somerset County Maryland containing twenty five acres more or less which was conveyed to him by Aaron T. Hickman and wife. The paper now shown me marked Exhibit "A" is a certified copy of the deed for the said real estate of which the said George T. Hickman dies seized and possessed.

Int 5 Please state how the said George T. Hickman in his said last will and testament disposed of the real estate of which he died seized and possessed?

Ans. The said George T. Hickman in his past will and testament by the first item thereof, devised a certain part of said real estate containing about six acres on which his dwelling and outbuildings are located which said real estate so devised is particularly described in said first item of last

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will and testament unto his daughter, Myrtle Elizabeth Crockett, and by the second item of said last will and testament the said George T. Hickman devised and bequeathed as follows " All the rest and residue of my estate real, personal and mixed of every kind and dessription and wheresoever situated I give devise and bequeath unto my son, Ernest Hickman, my son George Thomas Hickman, my daughter, Mary Anne Sterling, my son William Hickman, my son Herman Hickman, my son Omar E. Hickman my daughter, Ivy Fisher my son John Clarence Hickman, my son Milton Gicjman, and my grand son Gordon Elsworth Hickman son of my deceased son, Norman Hickman, their heirs, personal representatives and assigns, share and share alike".

Int 6. Please state if any of the devisees to whom the said George T. Hickman devised the rest and residue of his real estate by the said second item of his said last will and testament are married if so please give the names of their wifes or husbands?

Ans. Your orator, Ernest Hickman, married your oratrix Eva C. Hickman, your orator, George Thomas Hickman, married your oratrix Annie Hickman, your oratrix Ivy Fisher, married your orator Tillery Fisher, the defendant Mary Anne Sterling, marrked the defendant William Sterling, the defendant Omar E. Hickman, married the defendant Ruby Hickman, the defendant Herman Hickman married the defendant Manie Hickman, and your orator Milton Hickman, and the defendants John Clarence Hickman William Hickman and Gordon Elsworth Hickman are unmarried.

Int 7. Please state what are the ages of the parties to this suit?

Ans. The complainants are all above the age of twenty one years and all the defendants are above the age of twenty one years except the said Gordon Elsworth Hickman who is a minor under the age of twenty one years.

Int 8. Please state whether or not the said real estate so as aforesaid devised by the said George T. Hickman unto the said Ernest Hickman , George Thomas Hickman, Mary Anne Sterling, William Hickman Omar E. Hickman Iva Fisher, John Clarence Hickman, Milton Hickman, Herman Hickman, and Gordon Elsworth Hickman is susceptible of division or partition among the said devisees without material loss and injury to them Please state your reasons for your opinion?

Ans. In my opinion the said real estate is not susceptible of partition or division among the said devisees without material loss and injury to them. There are ten heirs and only about twenty acres of land and being part woodland and a part cleared land and only useful as farm land it is impossible to divide the land among them without loss and injury to them. The only way to make a division is to sell the property and divide the proceeds among those entitled thereto I think the property worth about $2000.00. Court's Question.

Ans. I know nothing further.

Witness: F. Douglass Sears. Ernest his X mark. Hickman

Aaron T. Hickman a witness of lawful age, produced on the part of the complainant being by me first duly sworn, deposes and says:

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

Ans. My name is Aaron T. Hickman age 54 years residence Crisfield Md. Occupation oyster packer.

Int 2. Are you acquainted with the parties to this suit? If so where do they reside?

Ans. I am acquainted with the parties to this suit. They all reside in Somerset County, in the state of Maryland, except the complainants, George Thomas Hickman, and Annie Hickman, his wife, and Ivy Fisher and Tillery Fisher her husband, who are non-residents of the state of Maryland, and who reside in the state of Virginia, andthe defendant John Clarence Hickman, who resides in Baltimore City in the state of Maryland.

Int 3. Wwer you or not acquainted with George T. Hickman and if so is he living or dead, and if dead when did he die, Please state whether or not he left a last will and testament?

Ans. I was acquainted with the said George T. Hickman, He is dead having died in the month of June 1924, He left a last will and testament and the paper now shown me marked Exhibit "B" is a certified copy of said last will and testament.

Int 4. Please state whether or not thesaid George T. Hickman was seized and possessed at the time of his death of any real estate in Somerset County, Maryland If so describe it?

Ans. He was seized and possessed at the time of his death of a farm in Lawson's District, Somerset County Maryland containing about twenty five acres, partly cleared land andpartly woodland which was conveyed to him by Aaron T. Hickman and wife. The paper now shown me marked Exhibit "A" is a certified copy of the said deed.

Int 5. Please state how the said George T. Hickman in his said last will and testament disposed of the real estate of which he died seized and possessed?

Ans. The said George T. Hickman by the first item of his said last will and testament devised certain part of his said real estate containing according to the first item of said last will and testament about six acres, on which the dwelling and outbuildings are located unto his daughter Myrtle Elizabeth Crockett, and by the second item of said will the said George T. Hickman, devised and bequeathed his estate as follows: "All the rest and residue of my estate, real, personal and mixed of every kind and description and wheresoever situated, I give, devise and bequeath unto my son, Ernest Hickman my son, George Thomas Hickman, my daughter, Mary Anne Sterling, my son William Hickman, my son Herman Hickman, my son, Omar E. Hickman my daughter Iva Fisher, my son John Clarence Hickman, my son Milton Hickman and my grand-son Gordon Elsworth Hickman, son of my deceased son, Norman Hickman their heirs personal representatives and assigns, share and share alike"

Int 6. Please state if any of the devisees to whom the said George T. Hickman devised the rest and residue of his estate by the second item of his said last will and testament are married and if so please give the names of their wives or husbands?

Ans. The said Ernest Hickman married Eva C. Hickman, George Thomas Hickman married Annie Hickman Iva Fisher married Tillery Fisher, Mary Anne Sterling married William Sterling, Omar E. Hickman married Ruby Hivkman, Herman Hickman married Manie Hickman, and Milton Hickman, John Clarence Hickman, William Hickman and Gordon Elsworth Hickman are unmarried.

Int7. Please state what are the ages of the parties to this suit?

Ans. All are above the age of twenty one years except the said GordonElsworth Hickman, who is an infant under the age of twenty one years.

Int 8. Please state whether or not the said real estate so as aforesaid devised by the said George T. Hickman unto the said Ernest Hickman, George Thomas Hickman, Mary Amme Sterling, William Hickman, Omar E. Hickman, Iva Fisher, John Clarence Hickman, Milton Hickman, Herman Hickman and Gordon Elsworth Hickman is susceptible of division or partition among the said devisees without material loss and innury to them? Please state your reasons for your opinion.

Ans. In my opinion the said real estate is not susceptible of partition or division among the said devisees without material loss and injury to them. There are a large number of heirs and only about twenty acres of land some woodsland and some clared land it is impossible to divide the land among them without loss and injury to them. The only way to make a division is to have the land sold and divide the proceeds among the parties entitled to interests therein according to their interests. I should think the property worth about $1800.00 to $2,000.00.

Court's Question. Ans. I know nothing further.

Witness: F. Douglass Sears. Aaron T. Hickman.

Therebeing no further witnesses present to be examined. the papers are returned to the Court as requested by the Counsel for the Plaintiff. and I hereby certify that the annexed bill of costs is correct.

Bill of costs.

Examiner's fee $4.00.

Witness fee
Ernest Hickman $ .75 $4.75.

F. Douglass Sears, Examiner in Chancery.

And thereafter to wit on the 1st July 1925 the Circuit Court here passed the following decree in the premises to wit:

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Ernest Hickman and others) In Equity In the Circuit Court for Somerset County
Vs.) No. 3782 Chancery.
Mary Anne Sterling and others.)

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

It is thereupon this 30th day of June in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Clarence P. Lankford be and he is hereby appointed trustee to make such sale; the course and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the tate of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of four thousand dollars if individual surety or sureties or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises. He shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said 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 in cash, on the day of sale the balance of the purchase money to be paid in six months from theday of sale, the whole to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

And as soon as may be onvenient 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 this Court, 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 acknowledged according to law, convey to the purchaser of said property to his, her or their heirs or assigns, the property to him, her or them sold, free clear, and discharged of all claims 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 said sale or sales and the bonds 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 commissions to thesaid trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Joseph L. Bailey.

And thereupon the said Clarence P. Lankford Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we Clarence P. Lankford, Lorie C. Quinn Sr., and Edward P. Wyatt of Somerset County in the state of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of Four 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 administrators jointly and severally firmly by these presents sealed with our seals and dated this 31th day of July in the year ninteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford bu virtue of the decree of the Circuit Court for Somerset County has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Ernest Hickman and others versus Mary Anne Sterling and others now pending in said Court and whereas the said Clarence P. Lankford is about to enter upon the execution of said trust. Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by saiddecree 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.

Witness: Benson W. Sterling

Clarence P. Lankford (SEAL).
Lorie C. Quinn Sr., (SEAL).
Edward P. Wyatt (SEAL).

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 11th August 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Ernest Hickman and others	)	No. 3782 Chancery
Vs.	)	In the Circuit Court
Mary Anne Sterling and others.	)	For Somerset County.

To the Honorable the Jusges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford, Trustee appointed by a decree of this Court passed in the above entitled cause dated the thirtieth day of June in the year nineteen hundred and twenty five to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites, as required by law and the said decree and giving notice of the time place, manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Somerset County for more than twenty days previous to the day of sale. he did pursuant to said notice attend in front of the Post Office in the Town of Crisfield, Maryland on Saturday the first day of August in the year nineteen hundred and twenty five at or about the hour of 2,30 O'clock P. M. and then and there proceeded to sell said real estate the same being the real estate of which George T. Hickman late of Somerset County, deceased died seized and possessed in manner following that is to say:

Your trustee offered at public sale to the highest bidder all those lots or parcels of land with the improvements thereon situate lying andbeing in Lawson's District Somerset County in the state of Maryland on the westerly side of the County Road leading from Hopewell to Cash Corner, and described as follows (First) All that lot or parcel of land partly woodland and partly cleared land containing eight(8) acres more or less adjoining the land of Willie Rich on the north, the land of John B. Nelson on the west theland of Myrtle Elizabeth Crockett on the south, and the aforesaid county road on the east being lot No. two (2) described in a deed to the said George T. Hickman from Aaron T. Hickman and wife bearing date the twenty fourth day of July in the year nineteen hundred and six and recorded among the land records of Somerset County in Liber S.F.D. No. 44 folio 57 etc., and (second) all that lot or parcel of land containing eleven (11) acres more or less adjoining the land of the said Myrtle Elizabeth Crockett on the North the land of Hettie Miles on the west and the aforesaid County road on the south and east the same being all of lot No. one (1) described in the aforesaid deed to the said George T. Hickman from Aaron T. Hickman and wife bearing date the twenty fourth day of July in the year nineteen hundred and six, and recorded among the said land records in Liber S.F.D. No. 44 folio 57 etc., except so much thereof as was devised by the said George T. Hivkman by his last will and testament bearing date the seventh day of June in the year nineteen hundred and twenty four and recorded among the Testamentary records of Somerset County in Liber L. R. No. 32 folio 305 etc., unto the said Myrtle Elizabeth Crockett whereupon Ernest Hickman and Thomas H. Horsey of Somerset County in the state of Maryland, being the highest and best bidders therefor became the purchasers thereof as tenants in common at and for the sum of Fourteen Hundred and fifty dollars ($1450.00) all of which they paid in cash. And your trustee prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted.

Clarence P. Lankford Trustee.

State of Maryland. Somerset County to wit:

I hereby certify that on this 11th day of August in the year nineteen hundred and twenty five before me the subscriber Clerk of the Court for Somerset County personally appeared Clarence P.

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Lankford, trustee named in the above report of sales and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sales therein reported were fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here filed the following order.

Ernest Hickman and others	)	No. 3782 Chancery
Vs.	)	In the Circuit Court
Mary Anne Sterling and others.	)	For Somerset County.

Ordered by the Clerk of the Circuit Court for Somerset County this 11th day of August, nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford trustee appointed by a decree of this Court to make said sale be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of September next: provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 11th day of September next.

The report states the amount of sales to be $1450.00.

W. Jerome Sterling, Clerk.

And now at this day on the 29th September 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor as aforesaid the Court here passed the following order to wit:

Ernest Hickman and others.	)	No. 3782 Chancery
Vs.	)	In the Circuit Court
Mary Anne Sterling and others.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 29th day of September nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford trustee, be and the same is hereby ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause.

Joseph L. Bailey.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordintly done.

Per: W. Jerome Sterling, Clerk.

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of the assessment list for said county in books supplied by the said county commissioners for the purpose as required by law, showing the aggregate assessment of every person set of persons or corporate institution as the same appeared on the assessment books of said county with the names of the owners arranged according to election districts and alphabetically for each district and showing the amount of state and county taxes due and owing by every such person set of persons or corporate institution;

That by said levy the said county commissioners did levy upon the property assessed to R. H. Roach in Fairmount District said county and state the sum of five dollars and sixty eight cents, county taxes and the sum of one dollar and seven cents state taxes and that said taxes were due and in arrears on January 1st 1921;

That in the month of August 1920, I the said R. Mark White former county Treasurer and collector as aforesaid did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County that is to say the Marylander and Herald published in Princess Anne, and the Crisfield Times published in Crisfield, and that I the said R. Mark White, former County Treasurer and collector as aforesaid prepared the taxbills of each taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate institutions to whom the property included in such bills was assessed so far as their residence or post office address was known or ascertained by me on or before the first day of October, next succeeding such levy, and that such advertisement and tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills.

That said taxes assessed to R. H. Roach in Fairmount District said county and state, not having been paid on or before the first day of January 1921 I the said R. Mark White, former county Treasurer and Collector as aforesaid did within thirty days after said date mail to the said R. J. Roach at Faimmount, Maryland, the same being the last known post office address of the said delinquent tax payer an account of his assessment and the taxes andinterest due thereon with a notice to the delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice the same would be collected by process of law:

That said taxes being still due and in arrears and owing constituted a lien upon the real estate of the said R. H. Roach in said district and county and I, thesaid R. Mark White. formerly county Treasurer and Collector as aforesaid having found it necessary to enforce payment of said taxes by a sale of said real estate and said real estate not being capable of division in my judgment did advertise the whole of said real estate in the Crisfield Times a newspaper published in said Somerset County once a week for four successive weeks, and also by notice set up at the Court House door in Princess Anne Maryland giving notice of the time, place, and terms of sale the year for which the taxes were due and to whom the property was assessed and that I thesaid R. Mark White formerly county Treasurer and Collector as aforesaid in pursuance of said advertisement and notice die on Tuesday July 29th 1924 at or about the hour of two O'clock P. M. at the Court House door in Princess Anne Maryland, proceed to sell at public auction for cash all that lot of land in Fairmount District Somerset County Maryland described as follows:

All that lot of land in Fairmount District, Somerset County Maryland containing ½ acre more or less with the improvements thereon adjoining the lands of R. H. Jones and O. J. Thomas and assessed to R. H. Roach for said year 1920. and sold the same to Robert H. Jones, he being the highest and best bidder therefor at and for the sum of eleven dollars and fifty one cents which he has fully paid and a copy of said advertisement is herewith filed as a part of this report marked Exhibit "A".

And I the said R. Mark White former County Treasurer and Collector of state and county taxes for Somerset County Maryland for the year 1920 do hereby report said sale and the proceedings had thereunder tothis Honorable Court for ratification thereon.

R. Mark White,
Former County Treasurer and Collector.

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State of Maryland, Somerset County to wit:

I hereby certify that on this 21st day of July 1925, before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared R. Mark White former County Treasurer and Collector of state and county taxes for Somerset County, Maryland for the year 1920 and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Edgar A. Jones J. P.

Exhibit A referred to in the foregoing Report is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Acts of the General Assembly of Maryland of 1910 I hereby give notice that on Tuesday July 29th 1924, at or about the hour of two O'clock P. M. at the Court House door in Princess Anne Maryland, I will sell at public auction for cash all the lots or parcels of land shereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1920, or charged to and due from the several persons to whom the same are assessed which said taxes are now due and in arrears for said year together with the interest and cost thereon and costs of sale.

No. 19 All that lot of land in Fairmount District said county and state containing ½ acres more or less with the improvements thereon adjoining the lands of R. H. Jones and O. J. Thomas and assessed to R. H. Roach for said year.

R. Mark White, County Treasurer,

Upon which said report the Court here passed the following order.

In the matter of the tax sale of real estate in Fairmount District Somerset County Maryland assessed to R. H. Roach made and reported by R. Mark White, former county Treasurer and collector of state and county taxes for Somerset County, Maryland for the year 1920 Robert H. Jones Purchaser Ex Parte.	No. 3819 Chancery In the Circuit Court For Somerset County Maryland.

The annexed report of the proceedings of R. Mark White, former Treasurer and Collector of state and county taxes for Somerset County Maryland for 1920 relating to the sale on the 29th day of July 1924, of ½ acre more or less of land in Fairmount District Somerset County Maryland, with the improvements thereon adjoining the lands of R. H. Jones and O. J. Thomas assessed to R. H. Roach for 1920 to Robert H. Jones at and for the sum of eleven dollars and fifty one cents now fully paid having been presented to the Court and the proceedings therein having been carefully examined and appearing to be regular and it appearing that the provisions of law in relation thereto have been complied with;

It is thereupon ordered this 21st day of July 1925, by the Circuit Court for Somerset County, Maryland in Equity that notice be given in the Somerset News a newspaper published in said Somerset County once a week for three successive weeks before the 1st day of August 1925, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the first day of October 1925, to show cause if any they have why said sale should not be ratified and confirmed.

The report states the amount of sales to be $11.51

John R. Pattison Judge.

It having been proved to the Court that a copy of the preceding order Nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 5th day of October 1925, adjudged ordered and decreed by the Circuit Court for Somerset County Maryland in Equity that the annexed report of R. Mark White, County Treasurer and collector of state and county taxes for Somerset County Maryland for the year 1920 and the sale by him reported be and the same are hereby finally ratified and confirmed. Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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Be it remembered that heregofore to wit on the 31st October 1924 a certain R. Mark White County Treasurer and collector of state and county taxes for the year 1921 by L. Creston Beauchamp his solicitor exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

In the matter of the tax sale of real estate in East Princess Anne District Somerset County, Maryland assessed to Isaac Waters made and reported by R. Mark White, County Treasurer and Collector of state and county taxes for Somerset County Maryland, for the year 1921. Bernard C. Dryden Purchaser Ex Parte.)	No. 3758 Chancery In the Circuit Court For Somerset County Maryland.

To the Honorable the Circuit Court for Somerset County Maryland in Equity:

The report of R. Mark White, County Treasurer and Collector of state and county taxes for Somerset County, Maryland for the year 1921 respectfully represents:

That on the 30th day of June 1921 the County Commissioners of said Somerset County made the annual levy of state and county taxes upon the taxable property in said county that within sixty days after said levy was made I thesaid R. Mark White. County Treasurer and Collector as aforesaid in the performance of my duties as Clerk to the said county commissioners made a true copy of the assessment list for said county in books supplied by said county commissioners for the purpose as required by law, showing the aggregate assessment of every person set of persons or corporate institution as the same appeared on the assessment books of said county with the names of the owners arranged according to election Districts and alphabetically for each district, and showing the amount of state and county taxes due and owing by every such person set of persons or corporate institution;

That by said levy the county commissioners of said Somerset County did levy upon the property assessed to Isaac Waters in East Princess Anne Dostrict, said county and state the sum of thirty nine cents state taxes and the sum of one dollar and sixty two cents county taxes that said taxes were due andin arrears on the first day of January 1922.

That in the mohth of August 1921. I the said R. Mark White county Treasurer and Collector as aforesaid did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County that is to say the "Marylander and Herald" published in Princess Anne Maryland and the Crisfield Times published in Crisfield, Maryland and prepared the tax bills of each taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate institutions or to the agentof the person or persons or corporate institutions to whom the property included in such bills was assessed so far as their residence or post office address was known or ascertained by me on or before the first day of October next succeeding said levy, and that such advertisement and the tax bills contained a clear statement of the discount to be allowed andthe interest to be charged on all tax bills.

That said taxes assessed to said Isaac Waters col. in East Princess Anne District said county and state not having been paid on or before the first day of January, 1922, I the said R. Mark White, County Treasurer and collector as aforesaid did within thirty days after said date , mail to the said Isaac Waters at Princess Anne said county and state the same being the last known post office address of said delinquent taxpayer an account of his assessment and the

interest due thereon with a notice to the said delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice the same would be dollected by process of law.

That said state and county taxes being still due and in arrears and owing constituted a lien upon the real estate of the aid Isaac Waters in said district, county and state that I the said R. Mark White county Treasurer and collector as aforesaid for the year 1921 having found it necessary to enforce the payment of aid taxes by a sale of said real estate and said real estate not being capable of division in my judgment did advertise the whole of said real estate in the "Crisfield Times" a newspaper published in said Somerset County once a week for four successive weeks and also by notice set up at the Court House door in Princess Anne, said county and state, giving notice of the time place and terms of sale the year for which the taxes were due and to whom the property was assessed and that I the said R. Mark White county Treasurer and collector as aforesaid in pursuance of said advertisement and notice did on Tuesday July 22d 1924, at or about the hour of two O'clock P. M. at the Court house door in Princess Anne Maryland prodeed to sell at public auction for cash all that lot of land being the real state assessed to the said Isaac Waters insaid district County and state for said year described as follows: All that lot of land in East Princess Anne District Somerset County Maryland on the county road adjoining the lands of John Peterman, Charles H. Doane and Solomon Bowland, and sold the same to Bernard C. Dryden he being the highest bidder therefor at and or the sum of five dollars and sixty three cents which he has fully paid and a copy of said advertisement is herewith filed as a part of this report marked Exhibit ".

And I the said R. Mark White, County Treasurer and collector of state and county taxes for Somerset County Maryland for the year 1921 do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

R. Mark White,
County Treasurer and collector for 1921.

State of Maryland, Somerset County to wit:

I hereby certify thaton this 23rd day of October 1924. before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared R. Mark White, County Treasurer and collector of state and county taxes for said Somerset County for the year 1921 and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Edgar A. Jones J. P.

Exhibit A referred to in the foregoing Bill is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the acts of the General Assembly of Maryland of 1910 I hereby give notice that on Tuesday July 22d 1924, at or about the hour of Two O'clock P. M. at the Court House door in Princess Anne Maryland I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1921 ar charged to and duenfrom the several persons to whom the same are assessed which said taxes are now due and in arrears for said year together with the interest and costs thereon and costs of sale.

No. All that lot of land in East Princess Anne District said county and state on the county road adjoining the lands of John Peterman Charles H. Doane and Solomon Bowland and assessed to Isaac Waters col for said year.

R. Mark White, County Treasurer.

Upon which said report the Court here passed the following order.

In the matter of the tax sale of real estate in East Princess Anne District Somerset County, Maryland. assessed to Isaac Waters col made and reported by R. Mark White County Treasurer and collector of state and county taxes for said Somerset County for the year 1921. Bernard C. Dryden purchaser ex parte.

No. Chancery
In the Circuit Court
For Somerset County
Maryland.

The annexed and above report of the proceedings of R. Mark White, Treasurer of Somerset County Maryland and collector of state and county taxes for year 1921, relating to the sale on the 22d of July 1924, of certain land in East Princess Anne District Somerset County, Maryland on the county road adjoining the lands of John Peterman and others assessed to Isaac Waters col for state and county taxes for 1921 to Bernard C. Dryden at and for the sum of five dollars and sixty three cents now fully paid having been presented to the Court and the proceedings therein having been carefully considered and examined by the Court and said proceedings appearing to be regular and it appearing that the provisions of law in relation thereto have been complied with; It is therefore ordered this 30th day of October 1924, by the Circuit Court for Somerset County Maryland in Equity that notice be given in the Marylander and Herald a newspaper published in said Somerset County once a week for three successive weeks before the 30th day of November 1924, warning all persons interested in the property so sold to be and appear in this Court on or before the 30th day of January 1925, to show cause if any they have why a said sale shall not be ratified and confirmed.

The report states the amount of sales to be $5.63.

Robt F. Duer. Judge.

And thereafter on the 5th ay of October 1925 the Court herepassed the following order.

In the above entitled cause it appearing that the provisions of the above order nisi have been complied with and that said order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 5th day of October nineteen hundred and twenty five ordered by the Circuit Court for Somerset County Maryland in Equity that the above report of R. Mark White county Treasurer and collector and the sale by him reported be and the same are hereby ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: ,Clerk.

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Be it remembered that heretofore to wit on the 14th August 1925 a certain James A. McAllen of Somerset County and state of Maryland by L. Creston Beauchamp his solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to James A. McAllen by a certain Fred A. Culver and wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 15th day of June in the year nineteen hundred and twenty two by Fred A. Culver and Jessie M. Culver his wife of Somerset County in the state of Maryland, Witnesseth:

Whereas the said Fred A. Culver and Jessie M. Culver are indebted to James A. McAllen of said county and state in the sumnof twelve hundred dollars for a part of the purchase money for the real estate hereinafter conveyed with interest from the 1st day of January 1922, which said interest is evidenced by the bill obligatory of the said Fred and Jessie dated evenly herewith payable to the said James A. McAllen on the 1st day of January 1926, with interest from the 1st day of January 1922, payable annually from the 1st day of January 1922, in which said bill obligatory the said Fred and Jessie have reserved the right to pay the principal or any part thereof at any time and whereas for the purpose of further securing the payment of said sum with interest as

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aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises the said Fred A. Culver and Jessie M. Culver his wife do grant and convey unto the said James A. McAllen his heirs and assigns all that lot or parcel of land situate lying and being in the Town of Princess Anne in East Princess Anne District, Somerset County Maryland lying on the south side of Irving Avenue, and being the same and all the land which was conveyed to the said Fred A. Culver and Jessie M. Culver by the said James A. McAllen and wife by deed dated June 8th 1922, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, adjoining the land which was conveyed to Mary E. Hayman by the said James A. McAllen and wife by deed dated the 4th day of January 1921, recorded among the land recordsof said county and being also all the land which was conveyed to the said James A. McAllen by Henry L. D. Stanford, trustee and Andrew J. Huffington and wife by deed dated the 14th day of April 1900, recorded among said records in Liber O.T.B. No. 565 etc., except so much thereof waswas conveyed by the said James A. McAllen and wife to the said Mary E. Hayman by the deed aforesaid and reference is hereby made to said deeds and the references in said deeds contained for full and accurate description of the land hereby conveyed.

Together with the buildings and improvements thereon and the rights, woads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged propertym which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said Fred A. Culver and Jessie M. Culver do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lasful for the said mortgagee his personal representatives or assigns or H. Fillmore Lankford his or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incufred in making such sale and to grant and convey thesaid property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner andterms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of the property equal to the commission allowed trustees for making sale of property by virtue of the decree of a court having equity jurisdiction in the state of Maryland; secondly to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage whether the same shall have matured or not and the surplus (If any there be) shall be paid to the said Mortgagors or to whoever may be entitled to thesame and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagors or any person in their behalf , shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted allexpenses incident to said advertisement including a reasonable

Attorneys fee andone half the commission hereinbefore mentioned to be calculated upon the mortgage debt andinterest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid, andin the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the aid Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least twelve Hundred dollars and to cause the policy or policies to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee his personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy orpolicies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements andwhatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt herein before first mentioned.

Witness the hands and seals of said mortgagors.

Test: Fred A. Culver (SEAL).

Vernon E. White. Jessie M. Culver (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 15th day of June in the year nineteen hundred and twenty two before me the subscriber a Notary Public of the state of Maryland in and for Somerset County personally appeared Fred A. Culver and Jessie M. Culver his wife the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law thatthe consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent and attorney of James A. McAllen mortgagee in said mortgage and that he is authorized to make this affidavit.

Witness my hand and notarial seal.

Seal of Notary. Vernon E. White, Notary Public.

Received for record 15th June 1922 and recorded in Liber W.J.S. NO. 83 folio 288 &c., one of the land recordsof Somerset County

Per W. Jerome Sterling, Clerk/

For value received and for the purpose of foreclosure I hereby assign the within mortgage to L. Creston Beauchamp/

Witness my hand and seal this 13th day of August 1925.

Test: Eloise McAllen Costen. J. A. McAllem (SEAL).

Filed for record 14th August 1925 and recorded in Liber W.J.S. NO 83 folio 288

Test: W. Jerome Sterling, Clerk.

And thereafter the said L. Creston Beauchamp Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS that we L. Creston Beauchamp , Claude R. Bounds and Omar J. Croswell all of Somerset County Maryland are held and firmly bound unto the said state of Maryland in the sum of three thousand dollars to be paid unto 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 usnour and each of our heirs, executors and administrators, jointly and severally, firmly by these presents sealed with our seals and dated this 31st day of August 1925.

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Whereas by mortggged dated the 15th day of June 1922, recorded among the land records of said Somerset County in Liber WJ.S. No. 83 folio 288 a certain Fred Culver and Jessie Culver his wife conveyed to James A. McAllen, certain real estate in said county and whereas default has occurred in the terms and conditions of said mortgage, and whereas by assignment dated the 13th day of August 1925, duly recorded among said land records the said James A. McAllen assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell said mortgaged property and whereas thesaid L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage:

Now the condition of the above obligation is such that if the above bounden L. Creston Beauchamp shall wll and faithfully perform the trust re posed in him by said mortgage 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 this obligation shall be void, otherwise to be and remain in full force.

Witness:	L. Creston Beauchamp	(SEAL).
M. L. Costen.	Cladde R. Bounds	(SEAL).
	O. J. Croswell	(SEAL).

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling. Clerk.

And thereafter to wit on the 9th September 1925 the said trustee exhibited and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit aforesaid filed are in the words following to wit:

L. Creston Beauchamp, Ex Parte	)	No. 3823 Chancery
Trust created by mortgage from Fred A.	)	In the Circuit Court
Culver and wife to James A. McAllen.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County Maryland in Equity:

The report of L. Creston Beauchamp assignee for the purpose of foreclosure of a mortgage from Fred A. Culver and Jessie M. Culver his wife to James A. McAllen dated the 15th day of June, 1922, recorded among the land records of said Somerset County in Liber W.J,S. NO. 83 folio 288 assigned to the said L. Creston Beauchamp by assignment dated the 13th day of August 1925, recorded among said land records respectfully represents:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage and after having given at least twenty days notice of the time, place manner and terms of sale by advertisement in the Marylander and Herald a weekly newspaper published in said county andby hand bill posted at the Court House door in said county he did in pursuance of said notice attend at the Court House door in Princess Anne Maryland, on Tuesday the 8th day of September 1925, at or about the hour of two O'clock P. M. and then and there proceeded to sell at public auction the following described property conveyed by said mortgage namely:

He offered all that lot or parcel of land situate lying and being in East Princess Anne Election District, Somerset County Maryland on the south side of Irving Avenue in the town of Princess Anne adjoining the lands of Gordon Tull and others which was conveyed to the said Fred A. Culver and Jessie M. Culver his wife, by James A. McAllen and wife by deed dated the 8th day of June, 1922, recorded among said land records in Liber W.J.S. No. 86 folio 52, improved by a comfortable and well equipped dwelling and sold the same to Omar J. Croswell he being the highest bidder therefor at and for the sum of Sixteen Hundred dollars and the purchaser has complied with the terms of sale to the satisfaction of the assignee.

And the assignee charges himself with the proceeds of said sale as cash, and prays a ratification of his proceedings in the premises.

Respectfully submitted.

L. Creston Beauchamp, Assignee.

State of Maryland. Somerset County to wit:

I hereby certify thaton this ninth day of September 1925, before me the subscriber Clerk of the Circuit Court for Somerset County Maryland personally appeared L. Creston Beauchamp the assignee mentioned in the foregoing report of sale and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge infirmation and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

L. Creston Beauchamp Ex Parte.	)	No. 3823 Chancery
Trust created by mortgage from Fred A. Culver	)	In the Circuit Court
and wife to James A. McAllen.	)	For Somerset County
		Maryland,

It is ordered bythe Circuit Court for Somerset County, Maryland this ninth day of September 1925, that the report of L. Creston Beauchamp assignee mentioned in the foregoing report of sale and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed on or before the 8th day of October 1925, provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 8th day of October 1925.

The report states the amount of sales to be $1600.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 20th day of October 1925 comes again into Court here the said Trustee and on motion of the said trustee the Court here passed the following order:

L. Creston Beauchamp, Ex Parte.	)	No. 3823 Chancery
	)	In the Circuit Court
		For Somerset County
		Maryland.

Ithaving been proved to the Court here that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 20th day of October 1925, adjudged ordered and decreed by the Circuit Court for Somerset County Maryland, in Equity that the within report of sale of L. Creston Beauchamp assignee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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Be it remembered that heretofore to wit on the 12th August 1925 a certain James F. Mason and Oswald F. Mason of Somerset County and state of Maryland by Roy D. White their solicitor exhibited and filed in the Circuit Court here a certain Mortgage executed and delivered to James F. Mason and Oswald F. Mason by a certain Thomas A. Mason and Daisy L. Mason his wife, which said mortgage is in the words following to wit:

THIS MORTGAGE, made this thirtieth day of December in the year nineteen hundred and twenty by Thomas A. Mason and Daisy L. Mason his wife of Somerset County Maryland:

Whereas the said Thomas A. Mason and Daidy L. Mason have borrowed of James F. Mason of Norfolk Virginia, the full sum of sixty five hundred dollars and given to him their bill obligatory therefor of even date herewith payable twelve months after date with interest from the date hereof payable semiannually and have borrowedof Oswals F. Mason of Accomack County, Virginia, the full sum of thirty five hundred dollars and given to him their bill obligatory therefor of even date herewith payable twelve months after date with interest from the date hereof payable semiannually, to secure the payment of which said sums, principal and interest equally and without priority these presents are executed.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of five dollars thesaid Thomas A. Mason and Daisy L. Mason his wife do hereby grant and convey unto the said James F. Mason and Oswald F. Mason their heirs and assigns, all those parcels of land in Dublin District Somerset County Maryland on the north side of the county road leading from Dividing Creek to Pocomoke City and more particularly described as follows:

First: All that tract or parcel of land on the North side of and binding on the aforesaid county road leading from Dividing Creek whereon the said grantors now reside containing fifty four acres of land more or less and being all and the same land described and conveyed to the said Thomas A. Mason and Daisy L. Mason his wife, by deed from George H. Johnson and Margaret Johnson his wife, bearing date the 30th day of December 1920 in the first parcel of said deed.

Secondly: All that lot or parcel of land adjoining the afore parcel containing thirty acres of land more or less conveyed to the said Thomas A. Mason and Daisy L. Mason his wife by the aforesaid deed in the s second parcel thereof and more fully described therein which said deed is intended to be recorded herewith among the land records of Somerset County Maryland to which reference is hereby made for a more particular and full description as a part hereof the same as if particularly set out herein.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees their heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagees the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bills obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues charges mortgage debt and interest aforesaid the said Thomas F. Mason and Daisy L. Mason his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them at the time limited for the payment of the same or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagees their personal representatives or assigns or Charles O. Melvin their attorney or agent at any time after such default to sell the property

hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns; and which sale shall be made in the manner following viz: Upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having jurisdiction in the State of Maryland; secondly to the payment of all claims of the said Mortgagees their personal representatives and assigns under this mortgage whether the same shall have matured or not, and the surplus (If any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same, and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted, and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Six Thousand dollars andto cause the policy to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagees their personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid the said mortgagees are hereby authorized to insure and to keep insured the said improvements and whatever sum the said mortgagees may be required to pay for such insurance shal be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Thomas A. Mason (SEAL).

C. O. Melvin. Daisy L. Mason (SEAL).

State of Maryland, Worcester County to wit:

I hereby certify that on this thirtieth day of December in the year nineteen hundred and twenty before me the subscriber a Notary Public of the state of Maryland in and for Worcester County personally appeared Thomas A. Mason and Daisy L. Mason his wife the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me Oswald F. Mason for himself as mortgagee and zagent of James F. Mason mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the duly authorized agent of James F. Mason mortgagee to make this affidavit for him. In testimony whereof I hereunto subscribe my name and affix my notarial seal day and year last above written. Seal of Notary. Charles O. Melvin, Notary Public.

QVOGE

Received for record 31st December 1920 and recorded in Liber W.J.S. No. 82 folio 282 &c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received and for purposes of foreclosure we hereby assign the within and aforegoing mortgage to Roy D. White.

Witness our hands and seals this 11th day of August 1925.

Test as to D. F. M. Oswald F. Mason (SEAL).

H. Ames Drymmond. James F. Mason (SEAL).

Test: as to J. F. M.

F. Lee Byrd.

Filed for record 12th August 1925 and recorded in Liber W.J.S. NO. 82 folio 282 .

W. Jerome Sterling. Clerk.

And thereupon the said Roy D. White trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we Roy D. White Principal af Accomac County and state of Virginia, and the American Surety Company of New York, a body corporate duly incorporated under the laww of the state of New York, surety are held and firmly bound unto the said state of Maryland, in the full and just sum of Ten Thousand dollars ($10,000.00) to be paid to the said state of Maryland or its certain attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors. administrators, successors and assigns jointly and severally firmly by these presents, sealed with our seals and dated this 12th day of August 1925.

Whereas the above bounden Roy D. White, by virtue of the power contained in a mortgage from Thomas A. Mason and Daisy L. Mason his wife dated the 30th day of December 1920 and recorded among the land records of said Somerset County Maryland in Liber W.J.S. NO. 82 folio 282 etc., which said mortgage is assigned to the said Roy D. White by Oswald F. Mason and James F. Mason on the 11th day of August 1925, for the purpose of foreclosure and the said Roy D. White, is about to sell the land and premises in said mortgage described, default 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 Roy D. White 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 relating 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 forde and virtue in law.

In testimony whereof the above bounden Roy D. White has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by Harry C. Dashiell its attorney and its corporate seal to be affixed the day and year first hereinbefore written.

Test: as to R.D.W. Roy D. White (SEAL).
Principal.

S. Frank Dashiell Corporate AMERICAN SURETY COMPANY
S. F. Dashiell. Seal. Per: Harry C. Dashiell
Attorney.

Earle B. Polk Countersigner.

Which said bond was thus thereon endorsed/

Approved W. Jerome Sterling Clerk.

And thereafter to wit on the 11th September 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Roy D. White. Assignee	)	No. 3822 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County
		In Equity.

To the Honorable the Judges of the Circuit Court for Somerset County In Equity.

The report of Roy D. White assignee of a mortgage from Thomas A. Mason and Daisy L. Mason his wife to James F. Mason and Oswald F. Mason dated the 30th day of December 1920 and recorded among the land records of said Somerset County in Liber W.J.S. No. 82 folio 282 etc., and

assigned by the said James F. Mason and Oswald F. Mason to the said Roy D. White for the purpose of foreclosure by assignment dated the 11th day of August 1925, also duly recorded among the land records aforesaid, respectfully represents.

That after default had occurred in the terms conditions and covenants of said mortgage and after having filed a bond with approved security as required by law, conditioned for the faithful performance of the trust reposed in him by said mortgage and after having given at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Maryland-er and Herald, a weekly newspaper printed in said Somerset County and by hand bills posted at the Court House door, and by such other notice as the said assignee deemed expedient he did in pursuance of said notice attend at the dwelling house on the mortgaged premises in Dublin District, Somerset County, Maryland on the county road leading from Pocomoke City to Dividing Creek, on Saturday the 5th day of September 1925, at the hour of 2,30 O'clock P. M. and then and there proceeded to sell at public auction the real estate conveyed by said mortgge as follows:

The said Assignee offered all that tract or parcel of land, situate in Dublin Election District Somerset County Maryland lying and binding on the north side of the county road leading from Pocomoke City to Dividing Creek, adjoining the lands of Harry T. Sargeant, George H. Johnson and Addison Kersey, containing eighty four (84) acres more or less,; and being the sameland which was conveyed unto the said Thomas A. Mason and Daisy L. Mason his wife by George H. Johnson and wife, bybdeed dated the 30th day of December 1920, and recorded among the land records aforesaid in Liber W.J.S. NO 81 folio 531 etc., improved by a large two story dwelling barn and other out-buildings and sold the same to James F. Mason and Oswald F. Mason at and for the sum of Eight Thousand dollars ($8000.00) in the following proportions that is to say: To James F. Mason a sixty five one hundredths (65/100) interest in said property and to Oswald F. Mason a thirty five one hundredths(35/100) interest in said property, as tenantsin common; and the said purchasers have complied with the terms of sale to the satisfaction of the said Assignee.

All of which is respectfully submitted.

Roy D. White. Assignee.

State of Virginia, Accomac County to wit:

I hereby certify that on this 10th day of September 1925, before me the subscriber a Notary Public of the state of Virginia, in and for Accomac County aforesaid, personally appeared Roy D. White, assignee mentionedin the aforegoing report of sales and made oath in due form of law that thematters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Seal of Notary.

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

H. Ames Drummond. Notary Public.

Upon which said report the Court here passed the following order;

Roy D. White Assignee	)	No. 3822 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County
		In Equity.

Trust created by mortgage from Thomas A. Mason and Daisy L. Mason, his wife, to James F. Mason and Oswald F. Mason and assigned to Roy D. White for the purpose of foreclosure.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County Maryland in Equity, this 11th day of September, 1925, that the report of Roy D. White the assignee mentioned in the above dause and the sale of real estate by him reported, be and the same is hereby ratified and confirmed unless cause to the contrary thereof appear by exceptions filed on or before the 12th day of October 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 12th day of October 1925.

The report states the amount of sales tobe $8000.00.

W. Jerome Sterling Clerk.

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And now at this day to wit on the 21st day of October 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

Roy D. White, Assignee	)	No. 3822 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County
		In Equity.

It having been proved to the Court here that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown it is this 21st day of October 1925, ordered by the Circuit Court for Somerset County, in Equity that the within report of sales of Roy D. White, assignee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record accordint to law and the same is accordingly done.

Per: N. Jerome Sterling ,Clerk.

"""

Be it remembered that heretofore to wit on the 10th September 1925 a certain Bank of Crisfield of Somerset County and state of Maryland by Clarence P. Lankford its solicitor exhibited and filedin the Circuit Court here a certain mortgage executed and delivered to said Bank of Crisfield by Lottie Ward of said county and State which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 11 day of July in the year nineteen hundred and twenty three by Lottie Ward of Somerset County in the state of Maryland:

Whereas the said Lottie Ward has this day borrowed from the "Bank of Crisfield" a body corporate existing under the laws of the state of Maryland the sum of Seven Hundred dollars ($700.00) which the said the "Bank of Crisfield" a body corporate as aforesaid has advanced and loaned to thesaid Lottie Ward to enable the said Lottie Ward to complete the purchase of the real estate hereinafter described this day conveyed unto the said Lottie Ward by Lewis F. Ward and Alma Ward his wife and which said sum so advanced has been paid by the said the "Bank of Crisfield" a body corporate as aforesaid unto the said Lewis F. Ward and Alma Ward his wife on account of the purchase money for said real estate and whereas the said Lottie Ward has executed and delivered unto the said the Bank of Crisfield, a body corporate asaforesaid, her promissory note for said sum of Seven Hundred dollars ($700.00) dated evenly herewith, payable to the said the "Bank of Crisfield" a body corporate as aforesaid two years after date with interest from date which said interest is to be paid semi-annually and whereas for the purpose of further securing the payment of said sum of money with interest and payable as aforesaid the said Lottie Ward has agreed to execute this mortgage.

Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Lottie Ward has granted and by these presents does grant unto the said the "Bank of Crisfield" a body corporate as aforesaid its successors and assigns all that lot or parcel of land situate lying and being in Asbury District Somerset County in the state of Maryland on the east side of the county road leading from Asbury Methodist Episcopal Church to Jenkin's Creek Bridge, fronting sixty (60) feet on said county road and running back a distance of eighty (80) feet and containing one ninth of an acre of land more or less being the same and all the real estate and premises conveyed unto the said Lottie Ward by Lewis F. Ward and Alma Ward his wife by deed bearing even date herewith not yet delivered or recorded but intended to be delivered and recorded among the land records of Somerset County cotemporaneously with this mortgage and is also all the real estate and premises conveyed unto the said Lewis F. Ward and Alma Ward his wife by L. Travis Ward and Laura Ward his wife by deed bearing date the fifth day

February in the year nineteen hundred and ten and recorded among the said land records in Liber S.F.D. NO. 53 folio 320 etc., to which said deeds and records special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee its successors and assigns forever.

Procided that if the said Mortgagor shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said promissory note and shall perform all the covenants herein on her part to be performed. then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which said taxes, assessments, public dues charges , mortgage debt andinterest aforesaid the said Lottie Ward does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee its successors or assigns or Clarence P. Lankford its and their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her, or their heirs or assigns and which sale shall be made inthe manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decre of a court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage whether the same shall have matured or not and the surplus(if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagor or any person in her behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned tobe calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual cropsmpitched or cultivated thereon shall pass with thesaid mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least seven hundred dollars and to cause the policy to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagee its successors and assigns to the extent of the lien or claim hereunder andto deposit the policy or policies in the hands of the said mortgagee and if thesaid mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the aid mortgagee

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is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.
Test: O. S. Horsey. Lottie Ward (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 11th day of July nineteen hundred and twenty three before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared Lottie Ward the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed; and at the same time and place also personally appeared before me Warren F. Sterling president of the "Bank of Crisfield mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid. Oliver S. Horsey, Notary Public.

Received for record July 11 1923 and recorded in Liber W.J.S. NO. 88 folio 106&c., one of the land records of Somerset County

Per W. Jerome Sterling, Clerk.

Promissory note referred to in the foregoing Mortgage is as follows:

$700.00. Crisfield Md. July 11 1923

Two years after date I promise to pay to the order of Bank of Crisfield a body corporate existing under the laws of the state of Maryland the sum of Seven Hundred dollars with interest from date, payable semi-annually at the Bank of Crisfield, Crisfield Md., value received without offset.

The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation and if default be made in the payment hereof at maturity hereby covenant to pay 10% additional as collection fee andhereby authorizes and empowers any Attorney of any Court of record to confess judgment against them for the above sum and the costs of suit with 10% collection charges And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

Witness: O. S. Horsey. Lottie Ward

And thereupon the said Clarence P. Lankford Trustee filedin Court here a bondin the words following

KNOW ALL MEN BY THESE PRESENTS, that we, Clarence P. Lankford, principal and Warren F. Sterling and William E. Daugherty sureties of Somerset County in the state of Maryland are held and firmly bound unto the state of Maryland in the full and just sum of Two Thousand dollars current money to e 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 and administrators jointly and severally firmly by these presents sealed with our seals and dated this 8th day of September in the year nineteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Lottie Ward to the Bank of Crisfield, a body corporate bearing date the eleventh day of July in the year nineteen hundred and twenty five and recorded among the land records of Somerset County in Liber W.J.S. NO. 88 folio 106 etc., is authorized upon default to sell the real estate in said mortgage mentioned and conveyed, and whereas default has occurred under the terms and conditions of said mortgage and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said property.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage and shall abide by and fulfil 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.

Witness Wm F. Daugherty.
Clarence P. Lankford (SEAL).
Warren F. Sterling (SEAL).
Wn E. Daugherty (SEAL).

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling. Clerk.

And now on the 15th September 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit, as aforesaid filed are in the words following to wit:

Clarence P. Lankford Ex Parte	)	No. 3830 Chancery
Trust created by mortgage from Lottie	)	In the Circuit Court
Ward to the Bank of Crisfield, a body corporate.	)	For Somerset County.
	)	

To the Honorable the Jusges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford attorney named in a mortgage from Lottie Ward to the Bank of Crisfield a body corporate existing under the laws of the state of Maryland, bearing date the eleventh day of July in the year nineteen hundred and twenty three and recorded among the land records of Somerset County in Liber W.J.S. No. 88 folio 106 etc and duly authorized by said mortgage to sellthe real estate in said mortgage conveyed(default having occurred in the covenants therein) respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other requisites as required by law and the said mortgage and giving notice of the time, place manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper printed in Somerset County for more than twenty days before the day of sale, he did, pursuant to said notice attend in front of the Post Office in the Town of Crisfield, Somerset County in the state of Maryland on Saturday the twelvth day of September in the year nineteen hundred and twenty five at or about the hour of 2,30 O'clock P. M. and then and there proceeded to sell the said real estate the same being the real estate in said mortgage described and conveyed in manner following that is to say:

Your attorney offerred at public sale to the highest bidder all that lot or parcel of land situate lying and being in Asbury District, Somerset County, in the state of Maryland with the improvements thereon on the east side of the county road leading from Asbury Methodist Episcopal Church to Jenkin's Creek Bridge, fronting sixty (60) feet on said county road and running back a distance of eighty (80) feet containing one ninth of an acre of land, more or less, being the same and all the real estate and premises conveyed unto the said Lottie Ward by Lewis F. Ward and Alma Ward his wife by deed bearing date the eleventh day of July in the year nineteen hundred and twenty three and recorded among the said land records in Liber W.J.S. NO. 87 folio 285 etc., and which said real estate and premises were conveyed by the said Lottie Ward to Melvin Ward and Elizabeth Ward his wife by deed bearing date the eleventh day of July in the year nineteen hundred and twenty three and recorded among the said land recordsin Liber W.J.S. No. 87 folio 286 etc., subject to the lien of said mortgage, whereupon Lottie A. Boston of Somerset County in the state of Maryland being the highest and best bidder therefor became the purchaser thereof at and for the sum of Twelve Hundred and seventy five dollars ($1275.00) all of which she paid in cash.

And your attorney prays the ratification of his said proceedings and of the said sale by him made.

Respectfully submitted.

Clarence P. Lankford. Attorney.

State of Maryland. Somerset County to wit:

I hereby certify that on this 15th day of September in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Clarence P. Lankford attorney namedin the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

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Upon which said report the Clerk of the Circuit Court here filed the following order.

Clarence P. Lankford. Ex Parte	)	No. 3830 Chancery
Trust created by mortgage from Lottie Ward	)	In the Circuit Court
to the Bank of Crisfield, a body corporate.	)	For Somerset County.

Ordered by the Clerk of the Circuit Court for Somerset County this 15th day of September nine teen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford, Attorney named in a mortgage from Lottie Ward to the Bank of Crisfield a body corporate be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October next; provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 15th day of October next.

The report states the amount of sales to be $1275.00

W. Jerome Sterling, Clerk.

And now at this day on the 26th day of October 1925 comes again into Court here the said trustee and on motion of the said Trustee the Court here passed the following order.

Clarence P. Lankford, Ex Parte	)	No. 3830 Chancery
Trust created by mortgage from Lottie Ward to	)	In the Circuit Court
the Bank of Crisfield, a body corporate.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 26th day of October nineteen hundred and twenty five that the sale made and reported by Clarence P. Lankford attorney named in a mortgage from Lottie Ward to the Bank of Crisfield a body corporate be and the same is hereby ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause.

Robt F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

Be it remembered that heretofore to wit 9th February 1925 a certain George H. Massey by Clarence P. Lankford his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Annie Johnson and others which said bill of complaint is in the words following to wit:

George H. Massey	)	
Vs.	)	
Annie Johnson, Charles J. Johnson and Shelly Johnson his	)	No. 3776 Chancery
wife, Minnie Roberts and William S. Roberts, her husband	)	In the Circuit Court
Charles J. Johnson. administrator of George Johnson of	)	For Somerset County.
John deceased the Farmers Bank of Somerset County, a body	)	
corporate and W. Rowe Whittington and Brice Whittington	)	
partners trading as W. R. Whittington & Son.	)	

To the Honorable the Jusges of the Circuit Court for Somerset County in Equity:

The Bill of complaint of George H. Massey of Somerset County in the state of Maryland who sues as well for himself as for all other creditors of George Johnson of John late of Somerset County in the state of Maryland who will come in and contribute to the expenses of this suit, respectfully represents:

First: That the said George Johnson of John was in his lifetime indebted unto your orator on a judgment rendered by Levin H. Hall a Justice of the Peace of the state of Maryland in and for Somerset County in favot of your orator against the said George Johnson of John and a certain Annie Johnson on the eighteehth day of February nineteen hundred and nineteen, for the sum of eighty one dollars ($81.00) with interest from date and the sum of one dollar and fifteen cents

($1.15) costs (a copy of which said judgment was duly filed in the office of the Clerk of the Circuit Court for Somerset County) as will appear by reference to a copy of said judgment herewith filed, as a part of this bill, marked Exhibit "A"; and also indebted unto your orator on a judgment rendered by the Circuit Court for Somerset County in favot of your orator against the said George Johnson of John and the said Annie Johnson on the twelfth day of July, nineteen hundred and twenty four, for the sum of three hundred and twenty four dollars and forty-one cents ($324.41) with interest from date and the sum of thirtybtwo dollars and forty four cents ($32.44) collection fee and seven dollars ($7.00) costs as will appear by reference to a copy of said judgment herewith filed as a part of this bill marked Exhibit "B" and also indebted unto your orator in the full and just sum of forty three dollars andseventy five cents ($43.75) on his certain promissory note. jointly with the said Annie Johnson drawn to the order of your orator, dated the twenty sixth day of May, nineteen hundred and twenty four and payable four months after date as will appear by said promissory note herewith filed as a part of this bill marked Exhibit "C".

Second: That the said George Johnson of John being so indebted as aforesaid unto your orator, and also unto divers other persons and having personal estate of small value, but having real estate of considerable value departed this life in the Fall of nineteen hundred and twenty four, intestate leaving the following as his only heirs at law all of whom are still living, namely, the defendant Annie Johnson his sidow the defendant Charles J. Johnson, a son who intermarried with the defendant, Shelly Johnson and the defendant Minnie Roberts a daughter, who intermarried with thedefendant, William S. Roberts all of whom are above the age of twenty one years, and all of whom reside in said Somerset County in the state of Maryland, except the said Minnie Roberts and William S. Roberts her husband who are non residents of the State of Maryland and reside in the State of Pennsylvania.

Third: That administration of all and singular the personal estate of the said George Johnson of John has been lately been granted by the Orphans Court for Somerset County unto Charles J. Johnson who has accepted said trust and who in virtue thereof has possessed himself of the personal estate of the said deceased.

Fourth: That your orator is informed and charges that the said personal estate is not sufficient to discharge all the just debts due and owing by the said George Hohnson of John at the time of his death and that your orator is advised that the said personal estate now in the hands of the said Charles J. Johnson administrator ought to be applied to the payment of the claims of your orator and of the other creditors of the said George Johnson of John so far as the same will extend , and that any deficiency in said personal estate ought to be supplied by a sale of all or such part as may be necessary of the real estate of the aforesaid debtor but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

Fifth: That there appears unsatisfied on the judgment records of this court a judgment in favor of the Farmers Bank of Somerset County a body corporate, against thesaid George Johnson of John and Annie Johnson dated the eighteenth day of June nineteen hundred and eighteen for the sum of nine hundred and seventy five dollars with interest from date ninety seven dollars and fifty cents, collection fee and seven dollars costs, and there also appears unsatisfied on said judgment records a judgment in favor of W. Rowe Whittington and Brice Whittington , partners trading as W. R. Whittington & Son against, the said George Johnson and Charles Johnson datedthe fourteenth day of July nineteen hundred and twenty four for the sum of one hundred and eighty five dollars and forty seven cents with interest from date and the sum of eighteen dollars and forty five cents collection fee andseven dollars costs, which said judgments if unpaid are liens on the real estate of the said George Johnson of John andyour orator is advised that the said the Farmers Bank of Somerset County a body corporate, and the said W. Rowe Whittington and Brice Whittington, partners trading as W. R. Whittington & Son are proper parties to this suit.

To the end therefore:

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

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(2) That the real estate of the said George Johnson of John, deceased, or so much thereof as may be necessary for the purpose may be decreed to be sold for the payment of so much of the aforesaid debts as may remain unsatisfied By the application of the personal estate as aforesaid, according to their legal priorities.

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

May it please your Honorsto grant unto your orator the order of publication giving notice to the said Minnie Roberts and William S. Roberts her husband of the stateof Pennsylvania, who are non-residents of the state of Maryland, of the object and substance of this bill and warning them and each of them, to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passedas prayed and also the writ of the state of Maryland of subpoena directed to the said Annie Johnson Charles J. Johnson and Shelly Johnson, his wife Charles J. Johnson. Administrator of George Johnson of John the Farmers Bank of Somerset County, a body corporate and W. Rowe Whittington and Brice Whittington partners trading as W. R. Whittington & Son, all of whom reside in said Somerset County, Maryland, commanding them and each of them to be andappear in this Court on or before a certain day to be named therein to show cause, if any they have why a decree ought not to be passed as prayed.

And as in duty boundetc.

Clarence P. Lankford
Solicitor for Complainant.

Exhibit A referred to in the foregoing Bill is as follows:

George H. Massey	)	No. 101 Recorded Judgments of
Vs.	)	Justices of the Peace W.J.S. NO. 3
George Johnson of John and Annie	)	folio Circuit Court for
Johnson his wife.	)	Somerset County.

February 18th 1919, Bill Obligatory and power filed February 18th 1919, in a plea of debt evidenced by a note made Dec. 2nd 1918, payable on demand and witnessed by C. S. Massey and waiving all right to the homestead and exemption lazs of the state of Maryland and authorizing me or some other Justice of the Peace of the state of Maryland and for Somerset County to enter up judgment by confession for the full amount of the said note filed with interest from date until paid and the cost thereon.

February 18th 1919, Judgment by confession in favor of the Plaintiff and against the defendant for the sum of eighty one dollars debt with interest from date until paid and waiving all rights, to the homestead and exemption laws of the state of Maryland and one dollar and fifteen cents costs with stay of execution until April 2nd 1919.

Witness my hand and seal this 19th day of February 1919.

Levin H. Hall J.P. (SEAL).

True copy from my docket. Witness my hand and seal.

Levin H. Hsll J. P. (SEAL).

Filed for record 28th day of May 1919.

Test: W. Jerome Sterling Clerk.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling Clerk of the Circuit Court for Somerset County Maryland hereby certify that the aforegoing is truly and correctly copied from Docket of recorded judgments W.J.S. No. 3 folio 34 one of the records books of my said office.

In testimony whereof I hereunto subscribe my name and affix the seal of said court this ninth day of February in the year nineteen hundred and twenty five.

W. Jerome Sterling, Clerk.

Exhibit B referred to in the foregoing Bill is as follows:

George H. Massey	)	No. 81 Appearances, April Term 1924.
Vs.	)	In the Circuit Court
George Johnson of John and	)	For Somerset County.
Annie Johnson.	)	

Sums &c.

1924. July 12 Titling narr agreement note and power filed.

" " " Judgment by confession for the sum of $324.41 with interest from date $32.44 collection fee. and costs Exemption waived.

Plffs costs $7.00.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true short copy of the judgment and docket entries in the case of George H. Massey Vs. George Johnson of John and Annie Johnson the same being No. 81 Appearances April Term 1924. of the Circuit Court for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 9th day of February in the year nineteen hundred and twenty five.

Seal of Court.

W. Jerome Sterling, Clerk.

Exhibit C referred to in the foregoing Bill is as follows:

Marion Station Md., May 26, 1924

Four months after date we promise to pay to the order of George H. Massey the sum of forty Three and 75/100 dollars at the Marion Station Md. value received without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation and if default be made in the payment hereof at maturity hereby covenant to pay ten per cent additional as collection fee and hereby authorizes and empowers any Attorney of record or Jusrice of the Peace to confess judgment against us for the above sum and the cost of suit with ten per cent collection charges. And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

his
Geo. X Johnson of John
markher
Annie maXk. Johnson

And thereupon in pursuance of the Prayer of the foregoing Bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland, To Annie Johnson. Charles H. Johnson Shelly Johnson, Charles J. Johnson administrator of George Johnson of John deceased of Somerset County, Greeting:

You are hereby commanded that all exeuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of George H. Massey against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 9th day of February Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in March the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

9VOGE

Summoned severally and copy left with eachdefendant.

Luther Daugherty Sheriff.

Maryland Somerset County to wit:

The state of Maryland To Farmers Bank of Somerset County, W. Rowe Whittington Brice Whittington partners trading as W. R. Whittington & Son of Somerset County, Greeting:

You are hereby commanded that all exeuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of George H. Massey against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925

Issued the 9th day of February Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said first Monday in March the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came andmade return thereof to the Court here in the words following to wit:

Summoned Farmers Bank of Somerset County by service on Aden Davis Cashier and copy left with Aden Davis Cashier. Summoned severally W. Rowe Whittington and Brice Whittington and copy left with each of them. Luther Daugherty, Sheriff.

And thereupon, in pursuance of the prayer of the foregoing bill and by order of Court here the following order of publication was issued to wit:

George H. Massey	)	No. 3776 Chancery
Vs.	)	In the Circuit Court
Annie Johnson and others.	)	For Somerset County.

The object of this suit is to procure a decree for the sale of certain real estate in Brinkleys District Somerset County, Maryland, of which George Johnson of John died seized and possessed. The bill states that the said George Johnson of John departed this life in the Fall of 1924, intestate leaving personal estate of small value, but leaving real estate of considerable value, that th the said George Johnson of John was at the time of his death indebted unto the plaintiff on a judgment against him and Annie Johnson for the sum of $81.00 dated the 18th day of February,1919, with interest from date and $1.15 costs also on a judgment against him and the said Amnie Johnson for the sum of $324.41 dated the 12th day of July 1924, with interest from date and $32.44 collection fee and $7.00 costs and also on a promissory note, jointly with the said Annie Johnson for the sum of $43.75 dated the 26th day of May, 1924, payable four months after date that the said George Johnson of John left surviving him, as his only heirs at law his widow, Annie Johnson, and Charles J. Johnson, a son who married Shelly Johnson, and Minnie Roberts a daughter, who married William S. Roberts, that letters of administration on the personal estate of the said George Johnson of John has been granted by the Orphans Court for Somerset County unto Charles J. Johnson, that the personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said George Johnson of John at the time of his death; that thesaid Minnie Roberts and William S. Roberts her husband are non residents of the state of Maryland.

It is thereupon this 9th day of February 1925, by the subscriber Clerk of the Circuit Court for Somerset County ordered that the plaintiff by causing a copy of this order to be inserted in some newspaper published in Somerset County once in each of four successive weeks before the 19th day of March 1925, give notice to the absent defendants of the object and substance of the bill of complaint warning them andeach of them to appear in this Court, in person or by solicitor on or before the 2nd day of April 1925, to show cause, if any they have why a decree ought not tobe passed as prayed.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 14th May 1925 the following Petition decree pro confesso and order to take testimony was filed.

George H. Massey) No. 3776 Chancery
Vs.) In the Circuit Court
Annie Johnson and others.) For Somerset County.

To the Honorable the Circuit Court for Somerset County in Equity:

The petition of the complainant respectfully represents:

That the adult defendants. Annie Johnson, Charles J. Johnson and Shelly Johnson, his wife Charles J. Johnson administrator of George Johnson of John the Farmers Bank of Somerset County, a body corporate W. Rowe Whittington and Brice Whittington, partners trading as W. R. Whittington & Son have been duly aummoned to appear to the bill of complaint in this cause but have failed to appear to or answer said bill of complaint, within the time prescribed by the rules of this Court and that the order of publication heretofore passed in said cause has been published according to the provisions of said order, and that Minnie Roberts and William S. Roberts, her husband non resident adult defendants mentioned in said bill of complaint and in said order of publication, have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

The complainant therefore prays that the said bill of complaint may be taken pro confesso against the said Annie Johnson, Charles J. Johnson and Shelly Johnson, his wife, Charles J. Johnson. administrator of George Johnson of John the Farmers Bank of Somerset County a body corporate and W. Rowe Whittington and Brice Whittington partners trading as W. R. Whittington & Son and Minnie Roberts and William S. Roberts her husband non appearing and non answering adult defendants, and that the complainant have leave to take testimony before one of the standing examiners of this Court.

Clarence P. Lankford
Solicitor for Complainant.

George H. Massey) No. 3776 Chancery
Vs.) In the Circuit Court
Annie Johnson and others.) For Somerset County.

It appearing in the above entitled cause that the adult defendants Annie Johnson. Charles J. Johnson and Shelly Johnson, his wife, Charles J. Johnson administrator of George Johnson of John the Farmers Bank of Somerset County, a body corporate, W. Rowe Whittington and Brice Whittington partners trading as W. R. Whittington & Son have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by therules of this Court, and that the order of publication heretofore passed in said cause has been published according to the provisions of said order, and that the said Minnie Roberts and William S. Roberts, her husband non resident adult defendants mentioned in said bill of complaint and in said order of publication have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon this 14th day of May nineteen hundred and twenty five upon the foregoing petition adjudged ordered and decreed by the Circuit Court for Somerset County in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Annie Johnson, Charles J. Johnson and Shelly Johnson his wife, Charles J. Johnson, administrator of George Johnson of John the Farmers Bank of Somerset County, a body corporate, W. Rowe Whittington and Brice Whittington partners trading as W. R. Whittington & Son and Minne Roberts and William S. Roberts her husband non answering adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And afterwards to wit on the 13th June 1925 F. Douglass Sears Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain interrogatories with him filed and the testimony by him taken, in the words following to wit.

9VOGE

No. 3766 Chancery	)	In the Circuit Court
George H. Massey	)	For Somerset County.
Vs.	)	
Annie Johnson Chas J.	)	
Johnson et al.	)	

In this cause an order having been passed for the taking of testimony to support the allegations of the Narr I F. Douglass Bears one of the standing examiners of Somerset County in the Circuit Court in equity did take the tollowing testimony in the office of C. P. Lankford on the 12th day of June 1925, to wit:

George H. Massey, a witness of lawful age, produced on the part of the complainant being first duly sworn deposes and says:

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

Ans. My name is George H. Massey residence Brinkley's District Somerset County, Maryland age 57 years and occupation farmer.

Int 2. Are you acquainted with the parties to this suit. If so where do they reside?

Ans. I am the complainant and I am acquainted with all the defendants. As I said before I live in Somerset County, Maryland and all the defendants reside in Somerset County Maryland,except the said Minnie Roberts and William S. Roberts her husband, who are non residents of the state of Maryland and reside in the State of Pennsylvania.

Int 3. Were you or not acquainted with George Johnson of John, If so is he living or dead, and if dead when die he die? Please state whether or not he died intestate.

Ans. I was acquainted with George Johnson of Johm. He is dead, having died in the Fall of nineteen hundred and twenty four intestate.

Int 4. Please state whether or not the said George Johnson of John was indebted at the time of his death and if so how was he so indebted.

Ans. The said George Johnson of John at the time of his death was indebted to me on a judgment rendered by Levin H. Hall a Justice of the Peace of the state of Maryland in and for Somerset County against the said George Johnson of George and Annie Johnson on the 18th day of February 1918, for the sum of eighty one dollars ($81.00) with interest from date and the sum of one dollars and fifteen cents ($1.15) costs, also indebted to me on a judgment rendered by the Circuit Court for Somerset County against thesaid George Johnson of John and the said Annie Johnson. on the 12th day of July 1924, for the sum of Three Hundred and twenty four dollars and forty one cents ($324.41) with interest from date and the sum of thirty two dollars andforty four cents (32.44) collection fee and seven dollars costs and also indebted to me in the sumnof forty three dollars and seventy five cents ($43.75) on the promissory note of the said George Johnson of George and the said Annie Johnson dated the 26th day of May, 1924, payable four months after date. The papers now shown me marked respectively Exhibit "A" , Exhibit"B" and Exhibit "C" are certified copies of said judgments. No part of said Judgment have been paid. There also appears on the records of the Circuit Court for Somerset County unsatisfied on the records a judgment against the said George Johnson of John and Annie Johnson, dated the 18th day of June, 1918, in favor of the Farmers Bank of Somerset County for the sum of nine hundred andseventy five dollars with interest from date, ninety seven dollars and fifty cents collection fee and seven dollars costs and also a judgment against the said George Johnson of John and Charles J. Johnson dated the 14th day of July, 1924, for the sum of one hundred and eighty five dollars and forty seven cents, the sum of eighteen dollars and forty five cents collection fee and seven dollars costs in favor of W. R. Whittington & Son.

Int 5. Please state whether or not the said George Johnson of John left any personal estate and if so what was its value andhas or not any administration been granted on said personal estate?

Ans. The said George Johnson of John left a small personal estate very little more than sufficient to pah the costs of administration, and letters have been granted by the Orphans Court for Somerset County to Charles J. Johnson as administrator.

Int 6. Please state who are the heirs at law of the said George Johnson of John and their ages.
Ans. The said George Johnson of John left surviving him as his only heirs at law, all of whom are still living the defendant, Annie Johnson his widow, the defendant, Charles J. Johnson, a son who married the defendant, Shelly Johnson andthe defendant Minnie Roberts a daughter who married the defendant, William S. Roberts all of whom are above the age of twenty one years.
Int7. Pleas state whether or not the said George Johnson of John was seized and possessed of any real estate in Somerset County Maryland, at the time of his death, and if so where is the same located and what in your opinion is its value.
And. The said George Johnson of John at the time of his death owned two parcels of land in BrinkleysDistrict, Somerset County Maryland one containing thirty one acres more or less, improved by a dwelling house andoutbuildings and the other containing thirteen and a half acres of land which is brush land. This propertywas conveyed unto the said George Johnson of George in a deed of partition between the said George Johnson of John and John T. Johnson. I should thing the two pieces of property worth about $2,000.00.
Int 8. Please state whether or not the personal estate of the said George Johnson of John is sufficient to pay and discharge the debts due and owing by the said George Johnson of John at the time of his death.
Ans. The personal estate of the said George W. Johnson is not sufficient to pay the debts due and owing by him at the time of his death. The appraisement of the personal estate has been filed in the Orphans Court for Somerset County and amounts to less than five hundred dollars.
Court Question. Ans. I know nothing further.
Witness: George H. Massey.
F. Douglass Sears.
Clarence S. Massey a witness of laful age produced on the part of the complainant being by me first fuly sworn deposes and says:
Int 1. State your name, age, residence and occupation:
Ans. My name is Clarence S. Massey age 27 years residence Marion Station, Somerset County Maryland and occupation farmer.
Int 2. Are you acquainted with the parties to this suit? If so where do they reside.
Ans. I am acquainted with all the parties to this suit. They are reside in Somerset County, Maryland except the defendants, Minnie Roberts and William S. Roberts her husband who are non-residents of the state of Maryland and who reside in the City of Philadelphia, in the state of Pennsylvania:
Int 3. Were you or not acquainted with George Johnson of John, if so is he living or dead, and if dead when did he die Did he or not die intestate.
Ans. I was acquainted with George Johnson of John He is dead, having died within the last year but I do not remember the exact date of his death. I understand that he left no will.
Int 4. Please state what you know about the indebtedness if any, of the said George Johnson of John at the time of his death?
Ans. He was indebted to Mr. George H. Massey to the Farmers Bank of Somerset County, and perhaps to others but I do not know of my own knowledge in what amounts he was indebted to any of them.
Int 5. Please state whether or not the said George Johnson of John left any personal estate at the time of his death?
Ans. He left a very small personal estate.
Int 6. Please state who are the heirs at law of the said George Johnson of John and their ages?
Ans. The said George Johnson of John left surviving him as his only heirs at law all of whomare still living Annie Johnson his widow, Charles J. Johnson a son, who married Shelly Johnson and Minnie Roberts a daughter, who married William S. Roberts, all of whom are above the age of twenty one years.
Int 7. Please state whether or not the said George Johnson of John wasseized and possessed of any real estate in Somerset County Maryland at the time of his death? If so where is the same located and what in your opinion is its value.

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Ans. The said George Johnson of John owned at the time of his death two lots or parcels of land in Brinkley's District, Somerset County, Maryland, One piece contains about thirty acres of land upon which is a dwelling house and the other is brush land and contains about thirteen acees. In my opinion both pieces are worth about $2000.00.

Int 8. Please state whether or not the personal estate of the said George Johnson of John is sufficient to pay the debts due and owing by him at the time of his death?

Ans. I am sure the personal property of the said George Johnson of John is not sufficient to pay the debts due and owing by him

Court Question.

Ans. I do not anything further. Clarence S. Massey

Witness: F. Douglass Sears.

There being no further witness present to be examined the papers at the request of Attorney for the Plaintiff are returned to the Court as ordered and I hereby certify that the annexed bill of costs is correct.

Bill of Costs.

Examiner's fee	$4.00.	
Witness fee		
Clarence S. Massey	.75	$4.75

F. Douglass Sears, Examiner in Chancery.

And thereafter to wit on the 1st July 1925 the Circuit Court here passed the following decree in the premises to wit:

George H. Massey	)	In Equity in the Circuit Court
Vs.	)	For Somerset County
Annie Johnson and others.	)	No. 3776 Chancery

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

It is thereupon this 30th day of June in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Clarence P. Lankford be and he is hereby appointed trustee to make such sale the course and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the state of Maryland executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of four thousand dollars if individual surety or sureties or one half of said penal sum if dorporate security, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises heshall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said 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 in cash on the day of sale the balance of the purchase monty to be paid in six months from day of sale the whole to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

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 samenwith 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 this Court, and on the payment of the whole purchase money(and not before the said trustee shall by a good and suffidient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers of said property to his her or their heirs and assigns the property to him her or them sold free clear and discharged of all claims 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 said sale or sales and the bond 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill attention and fidclity wherewith he shall appear to have discharged his trust.
And at the time of advertising said sale or sales the said trustee is directed to give notice to the creditors of the said George Johnson of John to file their claims with the vouchers thereof in the office of the Clerk of this Court within one month from the day of said sale or sales.

Joseph L/ Bailey.

And thereupon the said Clarence P. Lankford, Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we Clarence P. Lankford George H. Massey and Lorie C. Quinn Sr., of Somerset County in the state of Maryland and held and firmly bound unto the state of Maryland in the full and just sum of Four 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 administrators jointly and severally firmly by these presents sealed with our seals and dated this 23rd day of July in the year nineteen hundred and twenty five.
Whereas the above bounden Clarence P. Lankford by virtue of a decree of the Circuit Court for Somerset County has been appointed trustee to sell the real estate mentionedin the proceedings in the case of George H. Massey versus Annie Johnson and others now pending in said Court and where as the said Clarence P. Lankford is about th enter upon the execution of said trust.
Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposedin him by said decree or that may be reposed innhim by any future decree or order in the premises the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness:

Lorie C. Quinn Jr.,

Clarence P. Lankford (SEAL).
Geo. H. Massey (SEAL).
Lorie C. Quinn Sr. (SEAL).

Which said bond was thus thereon endorsed.
The above bond approved this 24th day of July in the year nineteen hundred and twenty five.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 25th day of August 1925, the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

George H. Massey	)	No. 2776 Chancery
Vs.	)	In the Circuit Court
Annie Johnson and others.	)	For Somerset County.

To the Honorable the Judgesof the Circuit Court for Somerset County in Equity:
The report of Clarence P. Lankford trustee appointed by a decree of this Court passed in the above entitled cause dated the thirtieth day of June, in the year nineteen hundred and twenty five, to make sale of certain real estate therein mentioned respectfully shows:
That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisited as required by law and the said decree and after giving more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Somerset County Maryland before the day of sale, he did, pursuant to the said notice attend in front of the Post Office at Marion Station Maryland on Saturday the twenty fifth day of July in the year nineteen hundred and twenty five at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell the said real estate the same being the real estate of which George Johnson of John late of Somerset County deceased died seized and possessed in manner following, that is to say:

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Your trustee first offerred atpublic sale to the highest bidder all that lot or parcel of land situate lying and being in Brinkleys District, Somerset County, in the state of Maryland, containing thirty one and one third acres of land more or less the ame being lot No. one (1) which was conveyed unto the said George Johnson of John in a deed of partition between the said George Johnson of John and John T. Johnson bearing date the thirteenth day of January, in the year nineteen hundred and fifteen and recorded among the land records of Somer set County in Liber W.J.S. No. 67 folio 570 etc., whereupon The Farmers Bank of Somerset County a body corporate existing under the laws of the State of Maryland, being the highest and best bidder therefor, became the purchaser thereof at and for the sum of Nineteen Hundred dollars ($1900.00) all of which it paid to your trustee in cash.

Your trustee next offered at public sale to the highest bidder all that lot or parcel of land situate lying and being in said Brinkley's District, County and state aforesaid containing thirteen and one half acres of land more or less the ame being lot No. Two (2) which was conveyed unto the said George Johnson of John in the aforesaid deed of partition between the said George Johnson of John bearing date the thirteenth day of January in the year nineteen hundred and fifiteen, and recorded among the land records in Liber W.J.S. NO. 67 folio 570 etc., whereupon the said The Farmers Bank of Somerset County, a body corporate as aforesaid being the highest and best bidder therefor, became the purchaser thereof at and for the sum of one Hundred and fifty five dollars ($155.00) all of which it paid to your trustee in cash.

And your trustee prays the ratification of his said proceedings and of the sales by him made.

Respectfully submitted.

Clarence P. Lankford, Trustee.

State of Maryland. Somerset County to wit:

I hereby certify that on this 25th day of August in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford trustee named in the above report of sales andmade 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 sales therein reported were fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

George H. Massey	)	No. 3776 Chancery
Vs.	)	In the Circuit Court for Somerset County.
Annie Johnson and others.	)	
	)	

Ordered by the Clerk of the Circuit Court for Somerset County this 25th day of August, nineteen hundred and t wenty five that the sales of property made and reported by Clarence P. Lankford trustee appointed by a decree of this Court to make said sales be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of September next; provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 25th day of September next.

The report states the amount of sales to be $2055.00.

W. Jerome Sterling Clerk.

And now at this day to wit on the 26th day of October 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the saidncomplainant by his solicitor aforesaid the Court here passed the following order to wit:

George H. Massey	)	No. Chancery
Vs.	)	In the Circuit Court
Annie Johnson and others.	)	For Somerset County

Ordered by the Circuit Court for Somerset County this 26th day of October ninteen hundred and twenty five that the sales of property made and reported by Clarence P. Lankford, trustee be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown

although due notice appears to have been given as required by the order nisi passed in said cause.

Robt F. Duer.

And thereupon it is ordered th the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: H. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 24th April 1925 a certain W. Clyde Ford by H. Fillmore Lankford his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Isaac Thurston Dryden and others which said bill of complaint is in the words following to wit:

In the Circuit Court for Somerset County

In Equity

W. Clyde Ford

Vs.

Isaac Thurston Dryden and Lillian A. Dryden his wife, Ethel D. Green and William B. Green her husband and Mildred L. Dryden.

"""""""""""""""""""""""""""""""""""""

To the Honorable the Circuit Court for Somerset County in Equity:

The Plaintiff W. Clyde Ford complaining says:

1st: That a certain Isaac P. Dryden late of Somerset County. Maryland. deceased was in his lifetime and at the time of his death seized of two parcels of land in Westover Election District in Somerset County Maryland, one of which was conveyed to the said Isaac P Dryden by H. Fillmore Lankford, trustee and L. Wesley Beauchamp and wife by deed dated the 22nd day of August 1906, recorded among the land records of said county in Liber S.F.D. No. 44 folio 134 etc., and the other of which was conveyed to the said Isaac P. Dryden by L. Wesley Beauchamp trustee by deed dated the 18th day of January 1910 recorded among said records in Liber S.F.D. No. 53 folio 263 etc., all of said lands lying on the west side of the state road in the village of Westover.

2nd. That being so seized the said Isaac P. Dryden died intestate about the year 1912, leaving surviving him a widow Addie F. Dryden (now Addie F. Ford) who is still living and also leaving surviving him as his only heirs at law, the following named children (1) Ellsworth D. Dryden, a son (2) Isaac Thursdon Dryden, a son who intermarried with the defendant Lillian A. Dryden, William B. Green, and (4) Mildred L. Dryden, a daughter all of whom are still living.

3rd: That by deed dated the 16th day of March 1922, the said Ellsworth D. Dryden granted to the plaintiff, W. Clyde Ford all the right, title and interest of the Ellsworth D. Dryden in and to the lands hereinbefore mentioned and of which the said Isaac P. Dryden died seized as will appear by said deed recorded among the land records of said county in Liber W.J.S. No. 85 folio 411 etc.

4th That on the 31st day of March 1921 the plaintiff W. Clyde Ford recovered a judgment in the Circuit Court for Somerset County, Maryland against the said Isaac Thursdon Dryden and Lillian A. Dryden for the sum of eleven hundred dollars with interest from the date of said judgment and seven dollars costs, and that the whole of the principal of said judgment with a part of the interest thereon is unpaid and is still owing and that said judgment is a lien upon the interest of the said Isaac Thursdon Dryden in said real estate.

5th That on the 4th day of April 1921 the plaintiff W. Clyde Ford recovered a judgment in said Court for the sum of eleven hundred dollars against the said Ethel D. Green and William B. Green with interest from the date of said judgment and seven dollars costs and that the whole of the principal of said judgment and a large part of the interest thereon is unpaid and still owing and that said judgment is a lien upon the interest of the said Ethel D. Green in said real estate.

6th: That the plaintiff prays to be considered as a party to this suit not only as one of the concurrent owners of said real estate but as a judgment creditor of the said Isaac Thursdon Dryden

9VOGE

and the said Ethel D. Green.

7th. That all the defendants in this suit are of the full age of twenty one years except the said Mildred L. Dryden who is an infant under the age of twenty one years, and that the said Mildred L. Dryden resides in Somerset County, in the state of Maryland, andthat the said Ethel D. Green and William B Green reside in Wicomico County in said state of Maryland, and that the said Isaac Thurston Dryden and Lillian A. Dryden are non residents of the state of Maryland and reside in the State of Pennsylvania.

8th. That said real estate is now vested in the plaintiff and the defendants Isaac Thursdon Dryden, Ethel D. Green and Mildred L. Dryden subject to the judgment of the plaintiff against the interest of the said Isaac Thursdon Dryden in said real estate and subject to the judgment of the Plaintiff against the interest of thesaid Ethel D. Green in said real estate.

9th: That the said real estate can not be divided without lass and injury to the persons having interests therein and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided among the persons entitled according to their respective interests therein.

To the end therefore.

First: That a decree may be passed for the sale of said real estate.

Second: That the proceeds thereof may be divided among the parties to this suit according to their respective rights and interests therein.

Third: That the plaintiff may havesuch other and further relief as his case may require.

May it please your Honors to grant unto the plaintiff thewrit of the state of Maryland of subpoena directed to the said Mildren L. Dryden an infant, residing in Somerset County in the state of Maryland and the writ of subpoena directed to Ethel D. Green and William B. Green her husband residing in Wicomico County in the state of Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor, on or before some certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed and also the order of publication giving notice to the said Isaac Thursdon Dryden and Lillian A. Dryden his wife who are non residents of the state of Maryland of the object and substance of this bill and warning them and each of them to appear in this Court in person or by solicitor on or before a certain day to be named therein to shor cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound etc. H. Fillmore Lankford, Solicitor for the Plaintiff.

State of Maryland. Somerset County to wit:

I hereby certify that on this 24th day of April nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, Solicitor for the Plaintiff W. Clyde Ford, and made oath in due form of law that the matters and things stated and set forth in the within bill of complaint are true as therein set forth to the best of his knowledge, information and belief.

W. Jerome Sterling, Clerk.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland To Ethel D. Green and William B. Green of Wicomico County Greeting you are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May nest to answer the complaint of W. Clyde Ford against you and others in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 24th day of April Anno Domini 1925.

Per Order W. Jerome Sterling Clerk.

At which said first Monday in May thesay of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Wicomico County to whom the writ aforesaid was in form aforesaid delivered for service alsoncame and made return thereof to the Court here in the words following to wit:

Summoned severally and copy of process placed in the hands of each defendant this 1st day of May 1925. G. M. Phillips, Sheriff.

Maryland. Somerset County to wit:

The state of Maryland To Mildred L. Dryden of Somerset County Greeting You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May next to answer the complaint of W. Clyde Ford against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 25th day of April Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said first Monday in May the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned and copy of subpoena left with defendant copy of subpoena also left with Addie L. Ford mother of infant defendant. Luther Daugherty Sheriff.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following order of publication was issued.

In the Circuit Court for Somerset County in Equity.

W. Clyde Ford

Vs.

Isaac Thursdon Dryden and Lillian A. Dryden his wife, Ethel D. Green and William B. Green her husband and Mildred L. Dryden.

"""

The object of this suit is to procure a decree for the sale of certain real estate in Westover Election District in Somerset County Maryland of which Isaac P. Dryden late of said county died seized.

The bill states that thesaid Isaac P. Dryden died intestate about the year 1912, seized of two parcels of land in said District county and state on the west side of the state road running through the billage of Westover one of which was conveyed to the said Isaac P. Dryden, by H. Fillmore Lankford trustee and L. Wesley Beauchamp and wife by deed dated the 22nd day of August 1906,recorded among the land records of said county in Liber S.F.D. No. 44 folio 134 etc., and the other of which was conveyed to the said Isaac P. Dryden by L. Wesley Beauchamp, trustee by deed dated the 18th day of January 1910, recorded among said records in Liber S.F.D. No. 53 folio 263 etc that the said Isaac P. Dryden left surviving him a widow, Addie F. Dryden (now Addie F. Ford) who is still living, and that he also left surviving him as his only heirs at law, his children, Ellsworth D. Dryden, Isaac Thursdon Dryden (who intermarried with Lillian A. Dryden), Ethel D. Green (who intermarried with William B. Green) and Mildred L. Dryden, all of whom are still living, that by deed dated the 16th day of March, 1922, duly recorded the said Ellsworth D. Dryden granted to the plaintiff all his right, title, interest and estate in and to said real estate that on the 31st day of March 1921, the plaintiff recovered a judgment in the Circuit Court for Somerset County Maryland, against the said Isaac Thurston Dryden and Lillian A. Dryden for the sum of eleven hundred dollars with interest from date and seven dollars costs, and that the whole of the principal of said judgment and a large part of the interest thereon is due and

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unpaid, and that said judgment is a lien upon the interest of the said Isaac Thurston Dryden in said real estate that on the 4th day of April 1921, the plaintiff recovered a judgment in said Court against the said Ethel D. Green and William B Green for the sum of eleven Hundred dollars with interest from date and seven dollars costs, and that the whole of the principal of said judgment and a large part of the interest thereon is unpaid and still owing and that said judgment is a lien upon the interest of the said Ethel Green in said real estate; that the plaintiff prays to be considered a party of this suit not only as one of the concurrent owners of said real estate but as a judgment creditor of the said Isaac Thurston Dryden and Ethel D. Green; that all the defendants are of the full age of twenty one years except the said Mildred L. Dryden who is an infant under that age, that the said Mildred L. Dryden resides in said Somerset County and that the said Ethel D. Green and William B. Green reside inWicomico County in said state, and that the said Isaac Thurston Dryden and Lillian A. Dryden are non-residents of the State of Maryland and reside in the State of Pennsylvania; that said real estate is now vested in the Plaintiff, and the defendants Isaac Thurston Dryden, Ethel D. Green and Mildred L. Dryden, the interests of the said Isaac Thurston Dryden and Ethel D. Green being subject to the lien of the judgments against them respectively; that said real estate can not be divided without loss and injury to the persons having interests therein 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 personsl entitled according to their respective interests therein.

It is thereupon this 30th day of April nineteen hundred and twenty five ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity, that the plaintiff by causing a copy of this order to be published in some newspaper published innSomerset County once in each of four successive weeks before the 1st day of June 1925, give notice to the said absent defendants Isaac Thurston Dryden and Lillian A. Dryden of the object and substance of the bill of complaint warning them and each of them to appear in this Court in person or by solicitor on or before the 18th day of June 1925 to show cause if any they have why a decree ought not to be passed as prayed.

W. Jerome Sterling, Clerk.

And thereafter on the 20th May 1925 the answer was filed.

W. Clyde Ford	)	No. Chancery
Vs.	)	In the Circuit Court
Isaac Thurston Dryden et al.	)	For Somerset County
		State of Maryland
		In Equity:

The answer of Ethel B. Green, William B. Green, Isaac Thirston Dryden and Lillian A. Dryden to the bill of complaint against them exhibited in the above entitled matter.

(1) These defendants neither admit or deny the allegations of said Bill of complaint but demand strict proof thereof.

Long & Johnson
Attorneys.

And thereafter on the 11th July 1925 the following Petition and order of Court was filed.

W. Clyde Ford	)	
Vs.	)	No. 3795 Chancery
Isaac Thurston Dryden, Ethel D. Green,	)	In the Circuit Court
Mildred L. Dryden and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County In Equity:

The petition of the plaintiff in the above cause respectfully represents:

That Mildred L. Dryden defendant in the above cause has been duly summoned, but being an infant under the age of twenty one years she can not answer and defend this suit for herself, and has no guardian within the jurisdiction of this Court to answer and defend for her; H. Fillmore Lankford, herefofore appointed guardian of the said infant by the Orphans Court for Somerset County having passed his final account as such guardian in said Orphans Court, and having been released by the said Mildred L. Dryden by release filed in said Orphans Court on the 28th November, 1923.

shortly after the said Mildred L. Dryden arrived at the age of eighteen years.

The plaintiff therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.

H. Fillmore Lankford,
Solicitor for the Plaintiff.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County in Equity, this 11th day of July nineteen hundred and twenty five that James R. Stewart. be and he is hereby appointed guardian ad litem to appear and answer for Mildred L. Dryden infant defendant in the above cause.

Robt F. Duer, Judge.

The answer of Mildred L. Dryden infant defendant in the above cause by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of W. Clyde Ford against her and others in the said Court exhibited:

This defendant for answer to the said bill of complaint by her said guardian answers and says, that being ignorant of the matters charged in the said bill and being an infant of tender years she can not admit any of the allegations of said bill but submits her rights to the protection of this Honorable Court.

And as in duty bound etc.

James R. Stewart,
Guardian ad litem.

And thereafter on the 13th July 1925 the following petition and order to take testimony was filed.

W. Clyde Ford	)	No. 3795 Chancery
Vs.	)	In the Circuit Court
Isaac Thurston Dryden and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The petition of W. Clyde Ford plaintiff in the above entitled cause respectfully represents: That Ethel D. Green, William B. Green Isaac Thurston Dryden and Lillian A. Dryden the adult defendants have filed their answer to the bill of complaint, neither admitting nor denying the allegations of the bill of complaint, and that Mildred L. Dryden the infant defendant, has answered by James R. Stewart guardian ad litem, appointed by this Court, submitting her rights to the protection of this Court.

The plaintiff therefore prays the Court to pass an order for the taking of testimony in said cause. And as in duty bound etc.

H. Fillmore Lankford
Solicitor for the Plaintiff.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County in Equity this 13th day of July nineteen hundred and twenty five that leave is hereby granted in the above cause before one of the standing examiners of this Court.

Joseph L. Bailey, Judge.

And thereafter on the 10th August 1925 the Plaintiff by his solicitor aforesaid filed in Court here the following interrogatories.

W. Clyde Ford	)	No. 3795 Chancery
Vs.	)	In the Circuit Court
Isaac Thurston Dryden and others.	)	For Somerset County
		Maryland .

Interrogatories to be propounded to Plaintiff's Witnesses:

1. State your name age, pesidence and occupation.

2. Do you know the parties to this suit? If yea how long have you known them and where do they reside. State their ages.

3. Did you know Isaac P. Dryden. If yea is he living or dead and if dead, when did he die, and did he or not die intestate?

4. State whether the said Isaac P. Dryden left any widow surviving him and if yea, is she living or dead? State also who are the heirs at law of the said Isaac P. Dryden.

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5. State whether the said Isaac P. Dryden owned any real estate in Somerset County Maryland, at the time of his death. If yea describe it and state its value.

6. The interest of Ellsworth D. Dryden one of the heirs at law of the said Isaac P, Dryden having been conveyed to W. Clyde Ford as appears by copy of the deed from the said Ellsworth D. Dryden and wife to the said W. Clyde Ford here shown you and said real estate being now oened by the said W. Clyde Ford, Isaac Thurston Dryden, Ethel D. Green and Mildred L. Dryden as equal owners, state whether in your opinion said real estate can be divided amongthe parties in interest without loss and injury to them and whetyer in your opinion in order to divide said interests it will be necessary to sell said real estate and divide the proceeds among the parties having interests therein according to their respective interests.

7. Court's question.

H. Fillmore Lankford
Solicitor for the Plaintiff.

And thereafter to wit on the 10th August 1925 Harry C. Dashiell Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof to the Court here in the words following to wit:

W. Clyde Ford	)	No. 3795 Chancery
Vs.	)	In the Circuit Court
Isaac Thurston Dryden et al.	)	For Somerset County
		In Equity.

In the above entitled cause , an order having been passed for the taking of testimony to support the allegations of the Bill of complaint, I, Harry C. Dashiell a standing examiner of said Court duly qualified do hereby certify that at my office in Princess Anne Maryland , on Monday th the 10th day of August, 1925, I did take the following depositions in responce to written interrogatories filed in said cause, that is to say:

L. Wesley Beauchamp a witness of lawful age being first duly sworn deposing sayd:

Intl. State your name, age residence and occupation?

Ans. L. Wesley Beauchamp, age 66 years residence Westover, Maryland. occupation farming

Answer to Int 2.

I know all the parties to this suit except William B. Green and have known them for quitea number of years. W. Clyde Ford and Mildred L. Dryden reside in Somerset County, Maryland, Ethel E. Green and William B. Green reside in Wicomico County, Maryland Isaac Thurston Dryden and Lillian A. Dryden are non residents of the state of Maryland and I am informed that they live in Philadelphia Penna. All the parties to this suit are of the full age of 21 years except Mildred L. Dryden who is a minor and under that age.

Answer to Int 3.

I knew Isaac P. Dryden He died intestate about the year 1912.

Answer to Int 4.

He left a widow surviving him, Addie F. Dryden who intermarried with W. Clyde Ford and is still living, His heirs at law are a son, Ellsworth D. Dryden. Isaac Thurston Dryden, who intermarried with Lillian A. Dryden Ethel D. Green a daughter, who I am informed married William B. Green and Mildred L. Dryden.

Answer to Int 4.

At the time of his death, Isaac P. Dryden owned two parcels of real estate in Westover District Somerset County Maryland one Parcel known as the store house property containing 7/10 of an acre was conveyed to him by H. Fillmore Lankford, trustee and myself and wife by deed dated the 22nd of August 1906, certified copy of which deed is herewith shown me marked Exhibit "A"
The other parcel was conveyed to him by myself as Trustee by deed dated 18th January 1010, a copy of which marked Exhibit "B" is here shown me. This parcel contains about 11 acres and is improved by a dwelling house and some out buildings. I should add that the first parcel which I have mentioned is improved by a store house. In my opinion the store house property and lot is worth from $1500.00 to $2000.00 and the other parcel is worth from $2500.00 to $3000.00.

Answer to Int 5.

In my opinion these two parcel of real estate could not be divided among the parties having interest therein without loss and injury to them The store house property could not well be divided into two parcesls of equal value and in any attempt to divide the rest of the property. that part upon which the dwelling and outbuildings stand would be worth much more than any other part. In my opinion it would be impossible to make any equal division of these two properties The fact that that part of the land on which the residence stands and the residence thereon would be worth much more than a fourth of the values of the two parcels taken together. I therefore think that in order to make division of these properties it will be necessary to sell the same and divide the proceeds among the parties according to their interests

Court question and answer.

Not a thing

Test: Harry C. Dashiell, Exam. L. W. Beauchamp.

Lafayette Ruark a witness of lawful age being first duly sworn deposing says:

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

Ans. Lafayette Ruark, age 63 years residence Westover Maryland occupation post master at Westover.

Answer to Int 2.

I know all the parties to this suit except William B/ Green and have known them practically all of their lives. W. Clyde Ford and Mildred L. Dryden reside in Somerset County, Maryland, Ethel E. Green and William B. Green reside in Wicomico County Maryland Isaac Thurston Dryden and Lillian A. Dryden are non residents of the State of Maryland and Inam informed that they live in Philadelphia Pa., all the parties to the suit of full age of 21 years except Mildred L. Dryden who is a monor and under that age.

Answer to Int 3.

I did know Isaac P. Dryden He died intestate about the year 1912.

Answer to Int 4.

He left surviving him a widow, Addie F. Dryden who has since intermarried with W. Clyde Ford and she is still living His heirs at law are Ellsworth D. Dryden, Isaac Thurston Dryden who intermarried with Lillian A. Dryden, Ethel E. Green who I am informed married William B. Green and Mildred L. Dryden.

Answer to Int 5.

At the time of his death Isaac P. Dryden owned two parcels of real estate in Westover District Somerset County, Maryland One parcel contains about 7/10 of an acre is improved by a store house and was conveyed to him by H. Fillmore Lankford, Trustee that L. Wesley Beauchamp and wife by deed dated the 22nd day of August 1906, certified copy of which is filed in these proceedings and is marked Exhibit "A". The other parcel containing about 11 acres was conveyed to him by L. Wesley Beauchamp, Trustee by deed dated the 18th day of January 1910 a certified copy of which marked Exhibit "B" is filed in these proceedings.

This parcel os improved by a dwelling house and some out buildings, Both parcels lie on the west side of the state road leading through the village of Westover In my opinion the store house property and lot is worth from $1500.00) to $2000.00) and the other parcel and improvements is worth from $2500.00 to $3000.00).

Answer to int 6.

According to the best of my judgment these two parcels of real estate can not be divided among the parties having interests therein without loss and injury to them. If any division were attempted that part of the dwelling house property upon which the dwelling and outbuildings stand would exceed in value the other part and therefore I see no way in which an equal division could be made, that is a division into four parts of equal value. The fact that the one parcel is improved by one set of buildings and that the other lot has located it the store house would produce the result that if a division were attempted one lot would have on it the dwelling house

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another lot the store house and the other lots without any buildings upon them. I therefore think that in order to make division of thes properties it will be necessary to sell the same and divide the proceeds among the parties according to their respective interests.

Court question and answer : No sir.

Test: Harry C. Dashiell Exam. Lafayette Ruark

W. Clyde Fird a witness of lawful age being first duly sworn depesing says:

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

Ans. W. Clyde Ford, age 47 years ; residence Westover Md., occupation merchant.

Answer to Int 2.

I know all the parties to this suit, I am the plaintiff, I have known the other parties to this suit practicallymall their lives except William B. Green who I have known for about 10 years.

Answer to Int 3.

I knew Isaac P. Dryden. He died intestate about 1912.

Answer to Int 4.

He left surviving him a widow who is still living His heirs at law are Isaac Thurston Dryden who married Lillian A. Dryden. Ellsworth D. Dryden, Ethel E. Green whonmarried William B. Green and Mildred L. Dryden. They are all of the full age except Mildred L. Dryden who is a minor.

In answer to the fifth and sixth interrogatories the witness adopts the answers of L. Wesley Beauchamp and Lafayette Ruark, who have heretofore testified in this case, except as to the valuation of the property ahd having an interest in the property he prefers to express no opinion as to its value.

Court question and answer : Nothing More.

Test: Harry C. Dashiell Exam. W, Clyde Ford.

There is filed herewith "Interrogatories for Plaintiff's witnesses,and the following exhibits to be used as evidence in this cause Viz:

Deed (certified copy to Isaac P. Dryden from L. Wesley Beauchamp and others marked Exhibit "A" certified copy of deed to Isaac P. Dryden from Levin Wesley Beauchamp, trustee marked exhibir "B" certified copy of deed from Ellsworth T. Dryden to W. Clyde Ford against Isaac T. Dryden and Lillian A. Dryden marked Exhibit "D" and certified copy of judgment in favor of W. Clyde Ford against Ethel D. Green and Wm B. Green makked exhibit "E".

There being no further witnesses produced to me to be examined I herewith at the request of plaintiff's solicitor return the above depositions to Court closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 10th day of August 1925.

Harry C, Dashiell (SEAL).
Examined in Chancery.

Bill of costs:

Harry C. Dashiell	Examiner	$4.00
L. Wesley Beauchamp	Witness &Mileage	1.11
Lafayette Ruark	" "	1.03
		$6.14.

Exhibit A referred to in the foregoing Testimony is as follows:

THIS DEED, made this 22nd aay of August in the year nineteen hundred and six by H. Fillmore Lankford of Somerset County and state of Maryland. Trustee as hereinafter set forth, and L. Wesley Beauchamp and Grace A. Beauchamp his wife also of said county and state:

Witnesseth whereas by a decree of the Circuit Court for Somerset County in Equity, dated the 18th day of May 1906, and passed in a clause entitled "Ida I. Beauchamp Ex Parte" the same being No. 2368 on the Chancery Docket of said court the above named H. Fillmore Lankford, was appointed trustee with authority to sell the real estate in the proceedings mentioned and whereas the said H. Fillmore Lankford, trustee as aforesaid after complying with all the previous requisites of the decree, did on or about the 19th day of June, 1906, sell unto Isaac P. Dryden of said county, and state at and for the sum of Four Hundred and fifty two 50/100 dollars the undivided halfminterest of Oliver T.

Beauchamp late of Somerset County deceased in and to the real estate hereinafter mentioned, and whereas said sale has been duly reported to and finally ratified andconfirmed by said Court, and the purchase money therefor has been fully paid and satisfied, and whereas at the same time the said L. Wesley Beauchamp sold his undivided half interest in said real estate at public auction to the said Isaac P. Dryden at and for the sum of Four Hundred and fifty two and 50/100 dollars and whereas the purchase money therefor has been fully paid.

Now therefore this deed witnesseth that for andin consideration of the premises and the sum of one dollar in hand paid the said H. Fillmore Lankford trustee as aforesaid and the said L. Wesley Beauchamp and Grace A. Beauchamp his wife do grant and convey unto the said Isaac P. Dryden, his heirs and assigns forever all that lot or parcel of land in the village of Westover in Westover District in Somerset County and state of Maryland, on the west side of the railroad premises, described as follows: Beginning for the same at an iron stob on the line of the west side of the New York, Philadelphia, and Norfolk Railroad, opposite the railroad platform and then running north 65 degrees west 3 41/100 chains by or near a line of maple trees to the south east corner of the yard fence of Margaret Elizabeth Beauchamp, thence by and with the line of said Margaret Elizabeth Beauchamp land south 76 degrees and 30 minutes west 2 52/100 chains to an iron stob at the land of Isaac P. Dryden thence by and with the land of said Isaac P. Dryden south 65 degrees east 5 34/100 chains to the line of the aforesaid railroad premises and thence by and with the west side of said railroad premises to the place of beginning containing seven-tenths of an acre more or less, being a part only of the lot of land containing one acres more or less, which was devised to L. Wesley , Oliver T. and Frank T. Beauchamp by their father Levin H. Beauchamp, which said acre of land so as aforesaid devised is described as lot No. 1 on a plat recorded among the land records of said County in Liber O.T.B. No. 23 folio 124. the said H. Fillmore Lankford,trustee as aforesaid conveying all the right, title, interest and estate of the said Oliver T. Beauchamp and of all persons claiming by through or under him, and the said L. Wesley Beauchamp and Grace A. Beauchamp conveying all their right, title, interest and estate in andto said real estate.

Together with the buildings and improvements thereon, and all the rights privileges, roads, ways waters and advantages thereto belonging or in anywise appertaining but possession of said real estate will not be given until the 1st day of January 1907, and the rents for said real estate due or coming due on 1st day of January 1907, are reserved and do not pass under this deed.

Witness the hands and seals of the said H. Fillmore Lankford trustee as aforesaid and of the said L. Wesley Beauchamp and Grace A. Beauchamp his wife theday andyear aforesaid.

Test: H. W. Lankford
Test: as to Beauchamp and wife:

George H. Handy.

H. Fillmore Lankford (SEAL).
Trustee
L. Wesley Beauchamp (SEAL).

Grace A. Beauchamp (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 22n d day of August in the year nineteen hundred and six, before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared H. Fillmore Lankford, the Trustee mentioned in the foregoing deed and duly acknowledged the foregoing deed to be his act and deed.

Hiram W. Lankford J. P.

State of Maryland. Somerset County to wit:

I hereby certify that on this 10th day of Sept in the year nineteen hundred and six before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared L. Wesley Beauchamp and Grace A. Beauchamp his ife and did each acknowledge the foregoing deed to be their respective act and deed.

George H. Handy J. P.

Received for record 20th Sept 1906 and recorded in Liber S.F.D. No. 44 folio 134 &c., one of the land records of Somerset County. Per S. Frank Dashiell Clerk.

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State of Maryland, Somerset County to wit:

I W. Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing is truly and correctly copied from Liber S.F.D. No. 44 folio 134 one of the land records of Somerset County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court in this the 7th day of August 1925.

W. Jerome Sterling, Clerk.

Exhibit B referred to in the foregoing Testimony is as follows:

THIS DEED, made this 18th day of January in the year nineteen hundred and ten by Levin Wesley Beauchamp of Somerset County and state of Maryland, Trustee as hereinafter set forth: Witnesseth whereas by a decree of the Circuit Court for Somerset County, in Equity passed on the 25th day of September nineteen hundred and nine in a cause in which Levin Wesley Beauchamp, Guardian and others are plaintiffs and Margaret Elizabeth Beauchamp is defendant (the same being No. 2553 Chancery Cocket of said Court) the said Levin Wesley Beauchamp trustee to sell the real estate decreed to be sold, and whereas the said Levin Wesley Beauchamp trustee as aforesaid, after complying with all the previous requisites of the decree did on or about the 26th day of October, 1909, sell unto Isaac P. Dryden of said county and state at and for the sum of twenty six hundred andfive dollars, all the real estate in said cause decreed to be sold and whereas said sales have been duly reported to and finally ratified and confiemed by said Court, and whereas the purchase money or said real estate has been fully paid and satisfied.

Now therefore this deed witnesseth that for and in consideration of the premises and of the sum of one dollar in hand paid the said Levin Wesley Beauchamp trustee as aforesaid does grant and convey unto the said Isaac P. Dryden his heirs and assigns forever, all the right, title interest and estate of all the parties to the aforesaid cause both at law in Equity in and to all those lots or parcels of land in Westover District in Somerset County Maryland, described as follows, to wit:

First: All that lot or parcelnof land containing three tenths of an acre more or less, situate on the west side of the Main County road leading through the village of Westover, in said county which was conveyed to the said Margaret Elizabeth Beauchamp, by H. Fillmore Lankford, trustee and others, by deed dated the 2d day of November 1906, recorded among the land records of said county in Liber S.F.D. NO. 52 folio 343 etc.,

Second: All that lot or parcel of land containing eleven acres more or less adjoining the first parcel of land above described and disutate on the west side of the aforesaid county road and being the same land described in the fourth item of the last will and testament of Margaret E. Beauchamp, late of Somerset County, deceased, recorded among the testamentary records of said County in Liber H.H.D. No 6 folio 252 etc. except two and thirteen sixteenths acres more or less thereof conveyed by the said Margaret E. Beauchamp, in her lifetime to L. Wesley Beauchamp and Francis Elmo Beauchamp/

Together with all the buildings and improvements upon said parcels of land and all the rights, privilgges and appurtenances thereto belonging or in anywise appertaining, but reserving from this grant the rent of said property for the year 1909 to the parties to said cause as entitled to it. Witness the hand ans seal of thesaid Levin Wesley Beauchamp trustee as aforesaid the day and year aforesaid.

Witness: E. B. Lyons. L. Wesley Beauchamp, Trustee (SEAL).

State of Maryland, Somerset County to wit:

I hereby certifybthat on this 18th day of January in the year nineteen hundred and ten, before me the subscriber a Justice of the Peace of the state of Maryland, in and for Somerset County personally appeared Levin Wesley Beauchamp, the trustee mentioned in the foregoingdeed and duly acknowledged the foregoing deed to be his act and deed.

Emanuel B. Lyons J. P.

Received for record Jan 26, 1910 and recorded in Liber S.F.D. No. 53 folio 263 &c., one of the land records of Somerset County. Per S. Frank Dashiell Clerk/

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing deed is truly and correctly copied from Liber S.F.D. No. 53 folio 263 &c., one of the land records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 8th day of August 1925.

W. Jerome Sterling, Clerk.

Exhibit C referred to in the foregoing Testimony is as follows:

THIS DEED ,made this 16th day of March one thousand nine hundred and twenty two by Ellsworth D. Dryden of Wicomico County in the state of Maryland:

WITNESSETH THAT IN CONSIDERATION OF THE SUM OF ONE THOUSAND AND FIFTY DOLLARS ($1050.00) paid by W. Clyde Ford of Somerset County in the state of Maryland the said Ellsworth D. Dryden does grant and to the said W. Clyde Ford his heirs and assigns in fee simple all the undivided one fourth interest of the said Ellsworth D. Dryden in and to all those lots or parcels of land situate lying and being in Westover Election District Somerset County Maryland and described as follows. that is to say: First: All that lot or parcel of land which was conveyed to Isaac P. Dryden the father of the said Ellsworth D. Dryden by L. Wesley Beauchamp and wife and H. Fillmore Lankford trustee, by deed dated the 22nd day of August 1906, recorded among the said land records of said Somerset County in Liber S.F.D. No. 44 folio 134 etc., lying on the west side of the state road running through the village of Westover,

Second: All those lots or parcels of land which were conveyed to the said Isaac P. Dryden by L. Wesley Beauchamp trustee by deed dated the 18th day of January 1910, recorded among said records in Liber S.F.D. No. 53 folio 263 etc., also lying on the west side of the said state road.

And reference is hereby made to said deeds and all the references in said deeds contained for full and accurate description of the lands and undivided one fourth interest in which is conveyed by this deed.

The undivided one fourth interest in said lands by this deed conveyed descended to the said Ellsworth D. Dryden as one of the children and heirs at law of the said Isaac P. Dryden who died intereste and it is the intention of the said Ellsworth D. Dryden to grant and convey unto the said W. Clyde Ford all the interest of the said Ellsworth D. Dryden in and to all the land in Somerset County Maryland of which thesaid Isaac P. Dryden died seized.

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

But this conveyance is made subject to the dower interest of the widow of the said Isaac P. Dryden in and to said lands.

To have and to hold the said one fourth interest in said lands 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 W. Clyde Ford his heirs and assigns in fee simple.

And the said Ellsworth D. Druden covenant that he will warrant generally the said one fourth undivided interest in the said 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: Samuel H. Sudler. Revenue Stamp $1.50. Ellsworth D. Dryden (SEAL).

State of Maryland. Somerset County to wit:

I hereby certify that on this 16th day of March in the year one thousand nine hundred and twenty two before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared Ellsworth D. Dryden grantor in the foregoing deed, and acknowledged the foregoing deed to be his deed and act.

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Seal of Notary.

Witness my hand and notarial seal. Samuel H. Sudler Notary Public.

Received for record 16th March 1922, and recorded in Liber W.J.S. No. 85 folio 411 &c., one of the land records of Somerset County.

Per: W. Jerome Sterling Clerk.

State of Maryland, Somerset County to wit:

I W. Jerome Sterling Clerk of the Circuit Court for Somerset County do herebycertify that the foregoing is truly and correctly copied from Liber W.J.S. No. 85 folio 411 &c., one of the land records of Somerset County/

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said court on this the 10th day of July 1925.

W. Jerome Sterling. Clerk.

Exhibit D referred to in the foregoing Testimony is as follows:

W. Clyde Ford	)	No. 87 Appearances
Vs.	)	January Term 1921
Isaac Thursdon Dryden and Lillian A.	)	In the Circuit Court
Dryden.	)	For Somerset County
		Maryland.

Sums &c.

1921 March 31 Titling narr agreement note and power filed.

" " " Judgment by confession for the sum of $1100.00 with interest from date and costs.

Stay of execution for 18 months. Pleintiff's costs $7.00.

Exemption waived.

State of Maryland. Somerset County to wit:

I, W. Jerome Sterling Clerk of the Circuit Court for Somerset do hereby certify that the foregoing is a true short copy of the judgment and docket entries in the above entitled case in this Court.

I further certify that there is no entry or proceeding to show that the judgment aforesaid has been paid in whole or in part.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said court on this the 10th July 1925.

W. Jerome Sterling, Clerk.

Exhibit E referred to in the foregoing Testimony is as follows:

W. Clyde Ford	)	No. 89 Appearances
Vs.	)	January Term 1925
Ethel Dryden Green and William B. Green	)	In the Circuit Court
		For Somerset County
		Maryland.

Sums &c.

1921 April 4 Titling narr agreement note and power filed.

" " " Judgment by confession for the sum of $1100.00 with interest from date and costs.

Stay of execution for 18 months. Exemption waived. Plaintiff's costs $7.00.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing is a true short copy of the judgment and Docket entries in the above entitled case in this Court. I further certify that there is no entry or proceedings to show that the Judgment aforesaid has been paid or satisfied in whole or in part.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 10th July 1925.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 21st August 1925 the Circuit Court here passed the following decree in the premises.

W. Clyde Ford) In Equity in the Circuit Court
Vs.) For Somerset County
Isaac Thurston Dryden and others.) No. 3795 Chancery.

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

It is thereupon this 21st day of August in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That H. Fillmore Lankford be and he is hereby appointed trustee to make such sale the course and manner of his proceedings shall be as follows. He shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of ten thousand dollars if individual surety or sureties or one half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said 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 in cash on the day of sale, the balance of the purchase money to be paid in one year from day of sale; the whole to bear interest from theday of sale, and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

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 this Court, 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 acknowledged according to law convey tonthe purchaser or purchasers of said property to him, her or their heirs or assigns, the property to him her or them sold, free, clear, and discharged or all claims 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 said sale or sales and the bonds 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 commissions to the said trustee as the Court shall think proper to allow an consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. Robt F. Duer. Judge.

And th reafter on the 12th day of September 1925 the following consent was filed.

W. Clyde Ford) No. 3795 Chancery
Vs.) In the Circuit Court
Isaac Thurston Dryden and others.) For Somerset County
Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

I, Addie F. Ford. widow of Isaac P. Dryden late of said county, deceased, do hereby agree and consent that the real estate of the said deceased shall be sold by H. Fillmore Lankford, Trustee appointed by this Court, free from the incumbrance of my dower therein and that in lieu thereof I will accept such proportion of the proceeds of sale as to this Court shall seem just and reasonable. My age is 48 years.

Addie F. Ford.
Witness: W. W. Bozman. Widow of Isaac P. Dryden deceased.

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Know all men by these presents, that we, H. Fillmore Lankford of Somerset County, in the State of Maryland principal and the "Fidelity and Deposit Company, of Maryland" a body corporate surety 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, administrators and successors in the whole and for the whole, jointly and severally firmly by these presents sealed with our seals and dated this 14th day of September, nineteen hundred and twenty five.

Whereas the above bounden H. Fillmore Lankford by virtue of a decree of the Circuit Court for Somerset County in Equity has been appointed trustee to sell the real estate mentioned in the proceedings in the case of W. Clyde Ford against Isaac Thurston Dryden and others the same being No. 3795 on the Chancery docket of said Court.

Now the condition of the above obligation is such that if the above bounden H. Fillmore Lankford do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any futurenorder or decree in the premises 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 H. Fillmore Lankford has hereto set his hand and seal and the said Fidelity and Deposit Company of Marylan a body corporate as aforesaid has caused these presents to be duly signed by H. Fillmore Lankford, its attorney in fact, and its corporate seal to be affixed the day and year hereinbefore written.

Witness: H. Fillmore Lankford (SEAL).

Henry M. Lankford.

Corporate Seal.

Fidelity and Deposit Company of Maryland
By H. Fillmore Lankford.
Its attorney in fact per power of attorney recorded in the office of the Clerk of the Circuit Court for Somerset County, Maryland.

Which said bond was thus thereon endorsed.

The within bond and surety are hereby approved.

W. Jerome Sterling. Clerk.

And thereafter to wit on the 17th September 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

W. Clyde Ford	)	No. 3795 Chancery
Vs.	)	In the Circuit Court
Isaac Thurston Dryden and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, trustee under the decree in the above cause to sell the real estate therein decreed to be sold respectully represents:

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in him by said decree, and after having given at least twenty days previous notice of the time, place , manner and terms of sale by advertisement in the "Marylander and Herald", a weekly newspaper printed in Somerset County, and by hand bills posted at the Court House door and other public places in said county he did in pursuance of said notice attend at the Court House door in Princess Anne, Somerset County Maryland, on Tuesday, September 15th 1925, at or about the hour of two O'clock P. M. and then and there proceeded to sell said real estate at Public auction as follows:

Before offering the two parcels of real estate to be sold the trustee announced that said properties would first be offered separately and then as a whole.

He first offered all that lot of land in Westover Election District in Somerset County Maryland on the west side of and adjoining the state road leading from Princess Anne to Crisfield and through the village of Westover, containing seven tenths of an acre of land more or less, which was conveyed to Isaac P. Dryden now deceawed by H. Fillmore Lankford trustee and L. Wesley Beauchamp and wife

by deed dated the 22nd day of August 1906 recorded among the land records of said county in Liber S.F.D. No. 44 folio 134 etc., improved by a storehouse in which W. Clyde Ford is now conducting a mercantile business and the highest bid for said property was two thousand dollars, and the trustee held said bid.

He then offered all that lot of land in said District County and state, lying on the west side of and adjoining said State road and also adjoining the lot of land hereinbefore described, containing eleven acres more or less being all the land which was conveyed to the said Isaac P. Dryden by L. Wesley Beauchamp, trustee by deed dated the 18th day of January 1910, recorded among said records in Liber S.F.D. No. 53 folio 263 etc., improved by a dwelling house barn and outbuildings being the same property upon thich John E. Beauchamp resides and the highest bid therefor was two thousand dollars and the trustee held said bid.

He then offered said two parcels of real estate as a whole, and the highest bid therefor was five thousand dollars which was more than the sum of the bids when said parcels of real estate were offered separately and the trustee therefore sold said two parcels of real estate to Lillian C. Ford, of said county at and for the sum of five thousand dollars she being then and there the highest bidder therefor at and for said sum of fivethousand dollars and said purchaser has complied with the terms of sale by paying two thousand dollars in cash, and giving her bond with W. Clyde Ford as surety for the sum of three thousand dollars, payable on the ratification of said sale by this Court.

And the said trustee brings into Court the money and bond arising from said sale and prays a ratification of his proceedings in the premises.

Before said sale the trustee announced that the rents for said property for the year 1925, would be reserved and that the trustee would pay the taxes for the year 1925, from the proceeds of the sale. All of which is respectfully submitted.

H. Fillmore Lankford. Trustee.

State of Maryland. Somerset County to wit:

I hereby certify that on this 17th day of September nineteen hundred and twenty five before me the subscriber, Clerk of the Corcuit Court for Somerset County, personally appeared H. Fillmore Lankford the trustee mentioned in the foregoing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

W. Clyde Ford	)	No. 3795 Chancery
Vs.	)	In the Circuit Court
Isaac Thurston Dryden and others.	)	For Somerset County
		Maryland,

Ordered by the Clerk of the Circuit Court for Somerset County in Equity:

This 19th day of September nineteen hundred and twenty five that the report of H. Fillmore Lankford the trustee mentioned in the above cause and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 26th daybof October 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 21st day of October 1925.

The report states the amount of sales to be $5000.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 28th day of October 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

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W. Clyde Ford) No. 3795 Chancery
Vs.) In the Circuit Court
Isaac Thurston Dryden and others.) For Somerset County
Maryland.

It having been proved to the Court here that a copy of the preceding order nisi has been published according to its ppovisions and no exceptions having been filed and no cause to the contrary having been shown it is this 28th day of October, nineteen hundred and twenty five, ordered by the Circuit Court for Somerset County, in Equity that the within report of H. Fillmore Lankford trustee and the sale by him reported be and the same are hereby finally ratified and confirmed. Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: J. Jerome Stevens, Clerk.

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Be it remembered that heretofore to wit on the 23 May 1925 a certain Mary Johnson and Leland J. Johnson by H. Fillmore Lankford their solicitor exhibited and filed in the Curcuit Court here a bill of complaint against Olive C. Johnson and others which said bill of complaint is in the words followint to wit:

In the Circuit Court for Somerset County in Equity.

Mary Johnson and Leland J. Johnson

Vs,

Olive C. Johnson, Mary Catherine Johnson and Leland J. Johnson Jr.

"""

To the Honorable the Circuit Court for Somerset County in Equity:

The Plaintiffs complaining says:

1st: That a certain Joseph S. Colgan late of Somerset County, deceased died in the month of October 1900, seized and possessed of real estate in said county, leaving a last will and testament duly executed to pass real estate in the state of Maryland, which said last will and testament was duly admitted to probate in the Orphans Court for Somerset County and has been recorded among the testamentary records of said county in Liber H.H.D. No. 6 folio 330 etc., a duly certified copy of which said last will and testament is herewith filed as a part of this bill of complaint and is marked Exhibit"A".

2nd: That by the fifth item of said last will and testament the said Joseph S. Colgan devised a part of said real estate in the words following:

Fifth: I give and devise to my daughter Mary Johnson all that farm in "Dublin District in Somerset County, Maryland which was conveyed to me by Joshua W. Miles trustee by deed dated the 12th day of March 1884, recorded among the land records of said county in Liber B.F.L. NO. 6 folio 670 etc., and also all those lots of land in Westover District Somerset County, Maryland which are described in a mortgage to me from Wm T. Talbot and wife dated 30th day of June 1887, recorded among the land records of said county in Liber H.F.L. No. 5 folio 247 and which was sold to me by Robert F. Brattan, trustee for and during the period of the natural life of the said Mary Johnson only and from and after the death of the said Mary Johnson to such child or children or descendants of such child or children as she shall leave surviving her the descendant or descendants of deceased child or children to take such share or portion of their father or mother would have taken, and in case the said Mary Johnson shall die without leaving any children or the descendants of such child or children, surviving her then from and after the death of the said Mary Johnson I give and devise the real estate mentioned in this clause of my will to my daughters Roxanna Colgan and Jennie Tilghman.

3rd: That the said Mary Johnson mentioned in said item of said last will and testament is still living and is one of the plaintiffs in this suit, and that the only children born to the said Mary Johnson are the plaintiff Leland J. Johnson and the defendant Olive C. Johnson.

4th: That there have been born to the said Leland J. Johnson two children, Mary Katharine Johnson and Leland J. Johnson Jr., who are defendants in this suit, and that the said Olive C. Johnson is unmarried that Jennie Tilghman mentioned in said item of said will died intestate in the year 1914, leaving as her only heirs at law her sisters the said Roxanna Colgan and Mary Johnson and that the said Roxanna Colgan also mentioned in said item of said will died intereste in the year 1924, leaving as her only heir at law the said Mary Johnson.

5th That thesaid Mary Johnson and Leland J. Johnson adults, plaintiffs and the said Olive C. Johnson adult and Mary Catherine Johnson and Leland J. Johnson Jr., infants defendants. are the only living descendants of the said Joseph S. Colgan, and that the said Leland J. Johnson, Olive C. Johnson , Mary Catherine Johnson and Leland J. Johnson Jr., are the onlychildren and grandchildren of the said Mary Johnson; and that the said Leland J. Johnson, Olive C. Johnson, Mary Catherine Johnson and Leland J. Johnson Jr., are the only persons now in being who could have any interest in said real estate at the death of the said Mary Johnson under the terms of said devise.

6th: That all that part of the real estate devised in said item of said last will and testament which is described as all those lots of land in Westover District, Somerset County, Maryland, described in a mortgage to the said Joseph S. Colgan from Wm F. Talbot and wife dated 30th June, 1887, recorded among the land records of said county in Liber H.F.L. No. 5 folio 247 and sold to him by Robert F. Brattan trustee consists of a farm in said Westover District containing 184 acres more or less adjoining the lands of Charles P. Barnes and others upon which there is a dwelling house and also outbuildings in need of repair; that said farm has been in ghe hands of tenants since the death of the said Joseph S. Colgan that the property is depreciating in value and becoming less productive, and that in some years the income to the life tenant of said farm is hardly sufficient to pay the state and county taxes levied upon the same.

7th: That it would be advantageous to all the parties concerned or interested in said real estate that it be sold and the proceeds of sale invested so as to enure in like manner as by the said devise to the use of the same persons therein mentioned and described, who are or would be entitled to any interest in said real estate that is to say, so that the income shall enure to the use of the said Mary Johnson for and during her natural life, and so that the corpus or principal of said proceeds at the death of the said Mary Johnson shall enure to such persons as shall be entitled thereto. under the terms of said devise.

8th: That the plaintiffs and the defendant Olive C. Johnson are adults, and that the defendants Mary Catherine Johnson and Leland J. Johnson Jr., are infants under the age of twenty one years. and that all the parties to this suit are residents of Somerset County in the state of Maryland, except the said Olive C. Johnson who is a non resident of the state of Maryland and is now residing in the state of New York.

To the end therefore,

First: That the said real estate may be sold by a trustee or trustees to be appointed by this Court:

Second: That the proceeds of such sale may be invested under the order of this Court so that the same may enure in like manner as by the said devise to the use of the same parties, who would be interested in said real estate, that is to say, so that the income shall enure to the use of the said Mary Johnson for and during her natural life, and so that the corpus or principal of such proceeds at the death of the said Mary Johnson shall enure to such persons as shall be entitled thereto under the terms of said devise.

Third: That the plaintiff may have such other and further relief as their case may require.

May it please your Honors to grant unto the plaintiffs the writ of the state of Maryland of subpoena dorected to the said Mary Catherine Johnson and Leland J. Johnson Jr., infants residing in

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Somerset County in the state of Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed, and also the order of publication giving notice to the said Olive C. Johnson who is a non-resident of the state of Maryland, of the object and substance of this bill, and warning her to appear in this Court in person or by solicitor, on or before a certain day to be named therein to show cause, if any she has why a decree ought not to be passed as prayed.

And as in duty bound etc.

Miles & Myers

H. Fillmore Lankford
Solicitors for the Plaintiffs.

Exhibit A referred to in the foregoing Bill is as follows:

LAST WILL AND TESTAMENT OF JOSEPH S. COLGAN.

I, Joseph S. Colgan of Somerset County and state of Maryland do make and publish this my last will and testament in manner and form following that is to say:

First: Igive and bequeath to my daughter Roxanna Colgan all my household and kitchen furniture and all the other goods and chattels belonging to me in about and upon the premises where I now reside.

Second: I give devise and bequeath to my daughter Roxanna Colgan her heirs and assigns all that lot of land with the improvements thereon on the south west corner of Main and Water streets in Princess Anne Maryland which was conveyed to me by Margaret P. Fontaine by deed dated 26th May 1875 recorded among the land records of said county in Liber L. W. No 15 folio 394 etc., but my daughter Jennie Tilghman shall have a home on said premises during her life or so long as she shall desire the same.

Third: I give and devise to my daughter Roxanna Colgan her heirs and assigns the following real estate in Somerset County, Maryland, all that lot of land with the improvements thereon on the north west corner of Main and Broad Streets in Princess Anne, which was conveyed to me by G. Benjamin Hitchens and wife by deed dated 13th September 1897 recorded in Liber O.T.B. No. 22 folio 12 etc and also all that lot of land in Princess Anne District which was conveyed to me by Clarence P. Lankford trustee by deed dated 18 February 1896 recorded among the land records of said county in Liber O.T.B. No. 18 folio 330 etc., and described in a mortgage to me from Daniel & Matilda Bailey and also that lot of land with improvements thereon on the Southerly corner of Main Street and Water Street or the street leading to Bombay Hook Bridge, in the town of Princess Anne, and also all that lot or land with the improvements thereon on the North Easterly corner of Main Street and Water street, or the street leading to Bombay Hook Bridge in the town of Princess Anne, and also all that lot of land on the westerly side of Main Street, andon the North side of Manokin River, in Princess Anne, Maryland bounded on the north by a lot belonging to the Presbyterian Church.

Fourth: I give and devise to my daughter Roxanna Colgan and Jennie Tilghman as tenants in common then and assigns the following real estate all that lot of land on the north east corner of Main and Princes William Streets in the Town of Princess Anne, improved by a two story brick building adjoining the land of E. Orrick Smith and which formerly belonged to Lewis W. Morris and also all that lot of land on the south side of Princes William Street in Princess Anne which was conveyed to me by George E. Lloyd and wife by deed dated 7th April 1883, recorded among the records of said county in Liber B.F.L. No. 6 folio 4 etc., and also those four lot of land in Greenwood near the town of Princess Anne which were conveyed to me by Henry L. D. Stanford, trustee by deed dated 17th April 1899 recorded among the records of said county in Liber O.T.B. NO. 25 folio 264 etc., all of the parcels of land devised in this item of my will being in Somerset County, Maryland,

Fifth: I give and devise to my daughter Mary Johnson all that farm in Dublin District in Somerset County, Maryland which was conveyed to me by Joshua W. Miles trustee by deed dated 12th March, 1884, recorded among the land records of said county in Liber B.F.L. No. 6 folio 670 etc., and also all those lots of land in Westover District Somerset County Maryland which are described in a mortgage to me from Wm F. Talbot and wife dated 30th June 1887 recorded among the land records of said county in Liber H.F.L. No. 5 folio 247 and which was sold to me by Robert F. Brattan trustee for and during the period of the natural life of the said Mary Johnson only, and from and after

the death of the said Mary Johnson to such child or children or decendants of such child or children as she shall leave surviving her the descendant or descendants of deceased child or children to take such share or portion as their father or mother would have taken, and in case the said Mary Johnson shalldie without leaving any chikdren or the descendants of such child or children, surviving her then from and after the death of the said Mary Johnson, I give and devise the real estate mentioned in this clause of my will to my daughters Roxanna Colgan and Jennie Tilghman.

Sixth: I give and devise to my daughter Jennie Tilghman all that farm in St. Peters District in Somerset County Maryland, known as the Phoebus farm which is described in a deed to Joseph S. Colgan from Ignatius W. K. Phoebus dated 17th February 1877 recorded among the land redords of said County in Liber L. W. No. 16 folio 638 and also described in a deed to John W. Phoebus from Ignatius W. K. Phoebus for and during the period of the natural life of the said Jennie Tilghman only, and from and after the death of the said Jennie Tilghman to such child or children or descendants of such child or children as she shall leave surviving her the descendant or descendents of any deceased child or children to take such share or portion as their father or mother would have taken and in case the said Jennie Tilghman shall die without leaving any child or children or the descendents of any child or children surviving her, then from and after the death of the said Jennie Tilghman, I give and devise the real estate mentioned in this clause of my will to my daughters Roxanna Colgan and Mary Johnson.

Seventh: I devise the rest and residue of my real estate where ever situated to be sold by my executors hereinafter named and the proceeds thereof to be divided equally among my children Roxanna Colgan, Jennie Tilghman and Mary Johnson.

Eighth: I give and bequeath to my daughters Roxanna Colgan and Jennie Tilghman, equally share and share alike all the stock of goods, wares and merchandise in my storehouse, in Princess Anne and also all my right title and interest in the assets, business and affairs of the firm of J. S. Colgan & Co.

Ninth: I give and bequeath all the rist and residue of my personal estate except the two mortgages which I hold against James P. Rounds and the mortgage which I hold against Wm T. Holland to be divided equally among my three children hereinbefore mentioned.

Tenth: I give and bequeath to my daughter Roxanna Colgan the two mortgages which I hold against James P. Rounds andthe mortgage which I hold against Wm T. Holland.

Eleventh: I hereby constitute and appoint my daughter Roxanna Colgan and my friend H. Fillmore Lankford to be the executors of this my last will and testament hereby revoking all other wills by me heretofore made.

Witness my hand and seal this 8th day of October 1900.

J. S. Colgan (SEAL).

Signed sealed published and declared by the above named testator Joseph S. Colgan as and for his last will and testament this 8th day of October 1900 in the presence of us who in his presence and at his request and in the presence of each other have hereto subscribed our names as witnesses.

Clarence P. Lankford

Geo. W. Brown.

Somerset County to wit: October 23, 1900.

Then came H. Fillmore Lankford and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last will and testament of Joseph Colgan late of Somerset County deceased, that hath come in his hands or possession and that he doth not know of any other, and that same was delivered to him by the testator.

Wm F. Lankford Reg W. S. Co.

Somerset County to wit:

Then came Clarence P. Lankford and George W. Brown the subscribing witnesses to the foregoing Last will and testament of Joseph S. Colgan lateof Somerset County deceased and severally in the presence of Almighty God, solemnly promised and declared that they did see the Testator therein

named sign, and seal this will that they heard him publish pronounce and declare the same to be his last will and testament that at the time of his so doing he was to the best of each of their apprehension of sound and disposing mind memory and understanding, capable of executing a valid deed or contract; that they subscribed their names as witnesses to this will in the presence and at the request of the Testator andin the presence of each other.

Before Wm F. Lankford Reg W. S. Co.

Recorded in Liber H.H.D. No. 6 folio 330 etc.

Test: Wm F. Lankford Reg W. S. Co.

State of Maryland, Somerset County SS:

I hardy B. Cullen Register of Wills and by law keeper of the seal of the records of the Original papers of the Orphans' Court of Somerset County do hereby certify that the aforegoing is a true and full copy of the last will and testament of Joseph S. Colgan. late of said county deceased taken from Liber H.H.D. No. 6 folio 330 etc., the same being one of the records kept in the office of the Register of Wills for Somerset County.

Seal of Court.

In testimony whereof I herrunto subscribe my name and affix the seal of said Court this 18th day of May in the year of our Lord nineteen hundred and twenty five.

Hardy B. Cullen,
Register of Wills for Somerset County.

And thereupon in pursuance of the prayer of the foregoing Bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To Mary Catherine Johnson and Leland J. Johnson Jr., of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in June next to answer the complaint of Mary Johnson and Leland J. Johnson against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 23rd day of May Anno Domini 1925.

Per order: W. Jerome Sterling, Clerk.

At which said first Monday in June the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally the defendants and a copy of subpoena left with each defendant and a copy of subpoena also left with Lillian Johnson, mother of said defendants and subpoena read to said defendants.

Luther Daugherty,
Sheriff of Somerset County.

And thereafter on the 28th day of May 1925 5h3 following answer of Olive C. Johnson was filed.

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson, Mary Catherine Johnson	)	For Somerset County
and Leland J. Johnson Jr.,	)	Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The answer of Olive C. Johnson to the bill of complaint of Mary Johnson and Leland J. Johnson against her and others in said Court exhibited:

This defendant answering says:

That she admits all the allegations contained in said bill of complaint to be true as therein set forth and stated and that she consents that the Circuit Court for Somerset County in Equity shall at once pass a decree as prayed for in the bill of complaint or such other decree as may

be proper in the premises.

And as in duty bound etc. Olive C. Johnson

Witness: L. D. Seamon.

State of New York, Tompkins County City of Ithica to wit:

I hereby certify that on this 26 day of May nineteen hundred and twenty five before me, the subscriber a Notary Public of the state of New York, in and for Tompkins County, residing in the City of Ithica personally appeared Olive C. Johnson mantioned in the foregoing answer and acknowledged that she signed said answer and I further certify that the said Olive C. Johnson signed said answer in my presence and that I witnessed her signature thereto.

In testimony whereof I hereto subscribe my name and affix my notarial seal the day and year aforesaid.

Seal of Notary.

L. D. Seamon, Notary Public.

And thereafter on the 1st June 1925 the following petition ,order appointing guardian ad litem and answer of infant by Guardian was filed in Court here.

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson, Mary Catherine Johnson and	)	For Somerset County.
Leland J. Johnson Jr.	)	

To the Honorable the Circuit Court for Somerset County.

The petition of the plaintiffs in the above cause respectfully represents:

That Mary Catherine Johnson and Leland J. Johnson Jr., defendants in the above cause have been duly summoned but being infants they cannot answer and defend this suit for themselves and have no guardian within the jurisdiction of this Court to answer and defend for them.

The plaintiffstherefore pray your Honor to appoint a guardian ad litem fo appear and answer for said infants. And as in duty bound etc.

Miles & Myers

H. Fillmore Lankford
Solicitors for Plaintiffs.

Upon the foregoing petition and affidavit it is ordered by the Circuit Court for Somerset County this 1st day of June nineteen hundred and twenty five that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Mary Catherine Johnson and Leland J. Johnson Jr., infant defendants in the above cause.

Robert F. Duer.

The answer of Mary Catherine Johnson and Leland J. Johnson Jr., infant defendants in the above cause by James R. Stewart guardian adlitem duly appointed by the Circuit Court for Somerset County to the bill of complaint of Mary Johnson and Leland J. Johnson against them in thesaid Court exhibited. These defendants for answer to the said bill of complaint by their said guradian answer and say that being ignorant of the matters and charged in the said bill and being infants of tender years they can not admit any of the allegations of said bill but submit their rights to the protection of this Honorable Court. And as in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 1st June 1925 the following petition of Plaintiff and order to take testimony was filed in Court here.

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson and others.	)	For Somerset County

To the Honorable the Circuit Court for Somerset County in Equity:

The petition of the plaintiff in the above entitled cause respectfully represents:

That Olive C. Johnson the only adult defendant in the above cause has filed her answer to the bill of complaing admitting all the allegations contained in said bill, and consenting to a decree as prayed for in the bill and that Mary Catherine Johnson and Leland J. Johnson Jr., being all the infant defendants in said cause have been duly summoned and have answered by James R. Stewart,

Guardian ad litem appointed by this Court submitting their rights to the protestion of this Court. The plaintiffs therefore pray leave to take testimony in said cause.

And as in duty bound etc.

Miles & Myers

H. Fillmore Lankford
Solicitor for the Plaintiffs.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County in Equity this 1st day of June 1925, that the plaijtiffs inthe above cause have leave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And thereafter on the 3rd day of June 1925 the following interrogatories were filed.

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson and others.	)	For Somerset County
		Maryland.

Interrogatories for Plaintiffs' Witnesses:

1st: State your name, age, residence and occupation.

2nd: Do you know the parties to this suit. If yea how long have you known them and where do they reside. State their ages.

3rd: Did you know Joseph S. Colgan If yea is he living or dead and if dead, when did he die and die he or not die intestate?

4th Do you know Mary Johnson mentioned in the fifth item of said last will and testament. Is she still living?

5th State what children have been born to the said Mary Johnson.

6th: State what children have been born to the plaintiff Leland J. Johnson.

7th State if the defendant Olive C. Johnson has ever married.

8th Did you know Jennie Tilghman mentioned in said item of said will? If yea is she living or dead , and if dead, when did she die, and did she or not die intestate?

9th Did you know Roxanna Colgan mentioned in said item of said will? If yea is she living or dead, and if dead when did she die and did she or not die intestate?

10th: Give the names of all the descendents of Joseph S. Colgan who are now living.

11th: Have you any knowledge of the arm in Westover, District, in Somerset County, mentioned in said item of said will? If yea describe it and state its value?

12th State whether in your opinion it would be advantageous to all the parties concerned or interested in said farm that it should be sold and the proceeds invested for their benefit, so that Mrs. Johnson one of the plaintiffs and lifetenant of said farm, shall receive the income therefrom in herlifetime, and at her death the principal distributed among the persons then entitled under the provisions of said item of said will? State your reasons for your opinion.

13th Court's question.

Miles & Myers

H. Fillmore Lankford
Solicitors for the Plaintiffs.

And afterwards to wit on the 3th day of June 1925 Harry C. Dashiell examiner in Chancery to whom the papers in theforegoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony by him taken in the words following to-wit:

Mary Johnson et al.	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson et als.	)	For Somerset county
		In Equity:

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint I Harry C. Dashiell a standing examiner of said Court, duly qualified, do hereby certify that at my office in Princess Anne, Maryland, on Wednesday the 3rd day of June 1925, I did take the following depositions in response to written interrogatories filed in said case, that is to say:

Charles P. Barnes a witnessof lawful age being first duly sworn deposing says:

Answer to Int 1.

Charles P. Barnes age 56 years residence near Kingston Md., occupation farming.

Answer to Int 2.

I know the parties to this suit. and have known them all their lives, They all reside in Somerset County Maryland except thedefendant Olive C. Johnson who is now residing in the state od New York, They are all of the full age of 21 years except the defendants, Mary Catherine Johnson and Leland J. Johnson Jr., who are infants.

Answer to Int 3.

I knew Joseph S. Colgan. He died in the year 1909 He left a last will and testament a certified copy of which is filed in these proceedings and is marked Exhibit"A" which copy is now shown me.

Ans to Int 4.

I know Mary Johnson mentioned in the fifth item of said will She is still living.

Ans to Int 5.

Only two children have been born to Mrs. Johnson, the plaintiff Leland J. Johnson and the defendant Olive C. Johnson.

Answer to Int 6.

To children Mary Catherine Johnson and Leland J. Johnson Jr.

Answer to Int 7.

She has not.

Answer to Int 8. I knew Jennie Tilghman mentioned in said item of said will. She died intestate in the year 1914.

Answer to Int 9. I knew Roxanna Colgan mentioned in said item of said will.. She died intestate in December 1924.

Answer to Int 10 Mary Johnson his daughter Leland J. Johnson and Olive C. Johnson. Children of Mary Johnson; and Mary Catherine Johnson and Leland J. Johnson Jr., Chikdren of Leland J. Johnson. The living decendants of Joseph S. Cilgan are all parties to this suit.

Abswer to Int 11. I do know the said farm It is situated about two miles from Kingston Station. It contains about 184 acres At one time it was in a fairly good state of cultivation but for a number of years the land has been neglected and declining in value much of the land formerly in cultivation is growing up in undergrough. and now thereis not much more than 50 acres being cultivated. The houses are a dwelling house and two barns in bad condition, and needing repair. This farm adjoins my own home on north side, on the west by J. W. Lewis. It is worth from $2000.00 to $3000.00.

Answer to Int 12. I do think so, and part of my reasons have already been assigned The land now is yielding scarcely anything and is hardly paying taxes, and is constantly depreciating in value. I believe the life tenant could get a greater income from the proceeds of the sale of the property than she is now getting or is ever likely to get, andthe principal for which it would sell would be of greater value to the parties who would take after Mrs. Johnson than the land would be, if Mrs Johnson should die.

Court Question and answer: I think not.

Test: Harry C. Dashiell Exam. C. P. Barnes

James H. Ward a witness of lawful gge being first duly sworn deposing says:

Answer to Int 1.

James H. Ward age 52 years, residence near Kingston, Maryland occupation farming.

Answer to Int 2.

I know Mrs. Johnson andher two children, Leland J. Johnson and Olive C. Johnson The parties to this suit whom I know are of the full age of 21 years.

Answer to Int 3. I did not know Mr. Colgan.

Answer to Int 4. I know the said Mary Johnson. She is still living.

Anser to Int5. The plaintiff Leland J. Hohnson and the defendant Olive C. Johnson.

Answer to Int 6. This question not asked this witness.

Answer to Int 7. Not to my knowledge.

Answer to Int 8. I knew Mrs. Tilghman she died about 1914, intestate.

Answer to Int 9. I knew Miss Roxanna Colgan She died intestate about 1924.

Answer to Int 10. Mary Johnson his daughter Olive C. Johnson and Leland J. Johnson. children of Mary Johnson I am also informed Leland Johnson has two children but I do not know their names.

Answer to Int 11. I do know the farm. It is located about two miles from Kingston Station and adjoins the land of Chas P. Barnes on the north side and the lands of J. W. Lewis on the west It is worth around $3000.00.

Answer to Int 12. I do think so, for the reason that the land has been much neglected, is declining in value. is growing up in under growth and much less of it is being cultivated then formerly was the case. The buildings are run down and it would take considerable money to put them in proper condition. The land is yielding scareely anything; is hardly paying taxes and is constantly depreciating in value. In my judgment the life tenant would get a much greater income from the proceedings of the sale of the property than she is now getting or is likely to get and the sum for which this property would sell at public sale would be of such an amount in my judgment as to make its value much greater to the parties who areentitled to this land after Mrs. Johnson then the land would be if and when Mrs. Johnson dies.

Court Question and answer: No sir.

Test: Harry C. Dashiell Exam. James H. Ward.

Plaintiffs Solicitors herewith file with Examiner to be used as evidence in this cause, certified copy of the last will and testament of Joseph S. Colgan marked Exhibit "A".

There being no further witnesses produced to me to be examined I herewith at the request of plaintiffs solicitor return the above depositions to Court closed under my hand and seal and certify that the annesed statement of costs is correct.

Given under my hand and seal this 3rd day of June ,1925.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
Chas P Barnes	Witness and mileage.	1.15
Jas H. Ward	" "	1.15
		$6.30

And thereafter on the 3rd day of June 1925 the following Agreement to submit was filed

Mary Johnson and Leland J. Johnson)	No. 3801 Chancery
Vs.)	In the Circuit Court
Olive C. Johnson and others.)	For Somerset County.

In the above entitled cause it is agreed this 3rd day of June nineteen hundred and twenty five that the papers and proceedings in said cause be at once submitted to the Court for final decree hereby waiving the time mentioned in the 41st Equity Rule.

Joshua W. Miles

H. Fillmore Lankford
Solicitors for the Plaintiffs.

James R. Stewart.
Guardian ad litem for Mary Catherine Johnson and Leland J. Johnson Jr., infant defendants.

And thereafter to wit on the 3d day of June 1925 the Circuit Court here passed the following decree in the premises to wit:

Mary Johnson and Leland J. Johnson)	In Equity In the Circuit Court
Vs.)	For Somerset County
Olive C. Johnson and others.)	No. 3801 Chancery.

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

It is thereupon this 3rd dzy of June in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity, adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Josphua W. Miles and H. Fillmore Lankford be and they are hereby appointed trustees to make such sale, the course and manner of their proceedings shall be as follows; They shall first file in the office of the Clerk of this Court a bond to the state of Maryland executed by themselves and a surety or sureties to be approved by the said Clerk, in the penalty of six thousand dollars if individual surety or sureties or one half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in them by this decree or that may be reposed in them by any future drder or decree in the premises they shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper published in said Courty and such other notice as they nay think proper of the time place, manner and terms of sale which terms shall be as follows: One half of the purchase money in cash, on the day of sale the balance of the purchase money to be paid in six months from day of sale, the whole to bear interest from theday of sale, and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustees or all cash at the option of the purchaser or purchasers.

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 such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before the said trustee shall by a goo and sufficient deed to be executed and acknowledged according to law convey to the purchaser or purchasers of said property to his her or their heirs or assigns, the property to his her or their heirs or assigns the property to him her or them sold free clear and discharged of all claims of the parties to this cause and of any person or persons claiming by from or under them or under the will of Joseph S. Colgan deceased. And the said trustees shall bring into this Court the money arising on said sale or sales and the bonds 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 commissions to the said trustees as the Court shall think proper to allow on consideration of the skill attention and fidelity wherewith they shall appear to have discharged his trust.

Robert F. Duer, Judge.

And thereupon the said Joshua W. Miles and H. Fillmore Lankford trustees filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Joshua W. Miles, H. Fillmore Lankford, and William B. Spiva alll of Somerset County , in the state of Maryland are held and firmly bound unto the state of Maryland in the full and just sum of Six 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 administrators jointly and severally firmly by these presents sealed with our seals and dated this 19th day of June nineteen hundred and twenty five.

Whereas the above bounden Joshua W. Miles and H. Fillmore Lankford by virtue of a decree of the Circuit Court for Somerset County, in Equity, have been appointed trustee to sell the real estate mentioned in the proceedings in the case of Mary Johnson and Leland J. Johnson against Olive C. Johnson and others being No. 3801 on the Chancery Docket of said Court, and now pending in said Court:

Now the condition of the above obligation is such that if theabove bounden Joshua W. Miles and H. Fillmore Lankford, 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 order or decree in the premises,

th

then the above obligation shall be void, otherwise to be and remain in full force and virtue in la

Witness: Joshua W. Miles (SEAL).

J. Arthur Powell. H. Fillmore Lankford (SEAL).

William B. Spiva (SEAL).

Which said Bond was thus thereon endorsed.

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 13th October 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson and others.	)	For Somerset County.

To the Honorable the Circuiy Court for Somerset County in Equity:

The report of Joshua W. Miles and H. Fillmore Lankford trustees under the decree of the above cause to sell the real estate therein decreed to be sold respectfully represents:

That after having given bond with approved security as required by the decree conditioned for the faithful performance of the trust reposed in them by said decree and after having given three seeks previous notice of the time, place, manner and terms of sale by advertisement in the Somerset News, a weekly newspaper printed in Somerset County and by hand bills posted at the Court House door and other places in said county, they did in pursuance of said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday the 7th day of July 1925, at the hour of Two O'clock P. M. and then and there proceeded to sell said real estate at public auction as follows: They offered all that farm or tract of land in Westover Election District in Somerset County, Maryland, about two miles from Kingston station on the New York, Philadelphia and Norfolk Railroad adjoining the lands of Charles P. Barnes J. W. Lewis and others containing 184 acres more or less, described in a mortgage from William F. Talbot and wife to Joseph S. Colgan dated the 30th day of June 1887, recorded among the land records of said County in Liber H.F.L. No. 5 folio 247 etc., and which was sold to the said Joseph S. Colgan by Robert F. Brattan trustee by virtue of the power contained in said mortgage and which was devised in the fifth item of the last will and testament of the said Joseph S. Colgan recorded among the testamentary records of said county and being the same and all the lands which were conveyed to the said William F. Talbot and Laura V. Talbot his wife by two deeds, one from Joseph Coulbourn and James A. Marshall and wife dated the 4th day of May, 1870 recorded among the land records of said county in Liber L. W. No. 12 folio 323 etc., and the other from Joseph Coulbourn assignee dated the 24th day of June, 1883, recorded among said records in Liber B.F.L. No. 6 folio 61 etc., except so much of the lands so as aforesaid conveyed to the said William F. Talbot and wife by the deeds aforesaid as were conveyed by the said William F. Talbot and wife to Henry J. Adams by deed dated the 24th day of July, 1883, recorded among said records in Liber B.F.L. No. 6 folio 326 etc., and to Lewis Powell by deed dated the 14th day of December 1887, recorded among said records in Liber H.F.L. No. 5 folio 593 etc., and the highest bid for said property was three thousand and twenty five dollars and that the said trustees hoping to obtain a larger sum than said bid for said property withdrew said property from public sale.

That the trustees have since diligently endeavored to sell said property at private sale for a larger sum but have been unable to do so and did on the 13th day of October 1925, sell said property at private sale to Charles P. Barnes of said county at and for said sum of Three Thousand and twenty five dollars he being the same person who bid said sum for said property when it was offered at public auction. and the said purchaser has complied with the terms of sale to the satisfaction of the trustees,.

And the said trustees bring into the Court the fund arising on said sale and pray a ratification of their proceedings in the premises.

All of which is respectfully submitted.

Joshua W. Miles

H. Fillmore Lankford,
Trustees.

State of Maryland. Somerset County to wit:

I hereby certify that on this 13th day of October nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Joshua W. Miles and H. Fillmore Lankford the trusttes named in the foregoing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling Clerk.

Upon which said report the Clerk of the Court here passed the following order to wit:

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson and others.	)	For Somerset County

Ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity this 13th day of October nineteen hundred and twenty five that the report of Joshua W. Miles and H. Fillmore Lankford the trustees mentioned in the above cause and the sale of real estate by them reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 14th day of November 1925, provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 11th day of November 1925.

W. Jerome Sterling, Clerk.

And now at this day on the 20th day of November 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant, by his solicitor aforesaid the Court here passed the following order to wit:

Mary Johnson and Leland J. Johnson

Mary Johnson and Leland J. Johnson	)	No. 3801 Chancery
Vs.	)	In the Circuit Court
Olive C. Johnson and others.	)	For Somerset County.

It having been proved to the Court here that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 20th day of November nineteen hundred and twenty five ordered by the Circuit Court for Somerset County, in Equity that the within report of Joshua W. Miles and H. Fillmore Lankford trustees and the sale by them reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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State of Maryland. Somerset County to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County on the first Monday in November in the year of our Lord one thousand nine hundred and twenty Five.

Were Present: Hon John R. Pattison Chief Judge.
Hon. Joseph L. Bailey Asso. Judge.
Hon. Robert F. Duer Asso Judge.

Luther Daugherty Sheriff. W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""

Be it remembered that heretofore to wit on the 14th day of September 1925. a certain Bank of Crisfield of Somerset County and state of Maryland by Clarence P. Lankford its solicitor exhibited and filed in the Circuit Court here Two mortgages executed and delivered to the Bank of Crisfield from Lewis Frankel and wife of said county and state which said Mortgages are in the words following to wit:

THIS MORTGAGE, made this 21st day of September in the year nineteen hundred and twenty two by Lewis Frankel and Gossy Frankel his wife of Somerset County in the state of Maryland: Whereas the said Lewis Frankel and Gossy Frankel his wife have this day borrowed from the "Bank of Crisfield a body corporate existing under the laws of the stateof Maryland the sum of Fifteen hundred dollars ($1500.00) and have executed and delivered unto the said the Bank of Crisfield, a body corporate as aforesaid their promissory note for said sum of Fifteen Hundred dollars ($1500.00) dated evenely herewith payable to the said the "Bank of Crisfield, a body corporate as aforesaid two years after date with interest from date, which said interest is to be paid semi-annually and whereas for the purpose of further securing the payment of said sum of money with interest and payable as aforesaid the said Lewis Frankel and Gossy Frankel his wife have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Lewis Frankel and Gossy Frankel his wife have granted and by these presents do grant and convey unto the said the Bank of Crisfield, a body corporate as aforesaid its successors and assigns all that lot or parcel of land situate, lying and being in the Town of Crisfield , Somerset County in the state of Maryland on the north side of Main Street, adjoining the land of Eugene P. George (formerly belonging to Ruth E. Moore) on the east the land of the Chesapeake and Potomac Telephone Company onnthe west andthe New York, Philadelphia and Norfolk Railroad on the north being thesame and all the real estate and premises conveyed unto the said Lewis Frankel by Sallie A. Gunby by deed bearing date the twenty fifth day of October, in the year nineteen hundred and twenty andrecorded among the land records of Somerset County in Liber W.J.S. No. 81 folio 285,--- to which said deed and records and all the references in each of them contained special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said promissory note and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind, levied or assessed or to belevied or assessed on said hereby mortgaged property which

taxes, assessments, public dues charges mortgage debt and interest aforesaid the said Lewis Frankel and Gossy Frankel his wife do hereby covenant to pay when legally demandable. But if defa fdult be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lasful for the said mortgagee its successors or assigns or Clarence P. Lankford its and their Attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making sale and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs or assigns, and which sale shall be made in the manner following viz: Upon giving twenty dsys notice of the time, place , manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall beadvertised under the powers hereby granted, and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said rents fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any Court having jurisdiction to decree or order the sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least fifteen hundred dollars and to cause the policy ro be affected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee its successors and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements afo aforesaid for the benefit of the said mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep the said improvements and whatsoever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned,

Witness the hands and seals of said mortgagors.

Test Fred N. Holland. Lewis Frankel (SEAL).

Gossy Frankel (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 21st day of September in the year nineteen hundred and twenty two before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared Lewis Frankel and Gossy Frankel his wife the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling

cashier of the Bank of Crisfield, mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the cashier of the said the Bank of Crisfield" mortgagee and its duly authorized agent for the purpose of making this affidavit. Fred N. Holland, Justice of the Peace.

Receivedfor record 25th September 1922 and recorded in Liber W,J.S. No. 83 folio 412 one of the land records of Somerset County

Per: W. Jerome Sterling, Clerk.

THIS MORTGAGE, made this 11th day of April in the year nineteen hundred and twenty three by Lewis Frankel and Gossy Frankel his wife of Somerset County in the state of Maryland:

Whereas the said Lewis Frankel and Gossy Frankel his wife have this day borrowed from the "Bank of Crisfield" a body corporate existing under the laws of the state of Maryland the sum of Five Hundred dollars ($500.00) and have executed and delivered to the said the "Bank of Crisfield" a body corporate as aforesaid their promissory note for said sum of Five Hundred dollars ($500.00) dated evenly herewith payable to the said the "Bank of Crisfield" a body corporate as aforesaid, two years after date with interest from date which said interest is to be paid semi-annually; and whereas for the purpose of further securing the payment of said sum of money with interest and payable as aforesaid the said Lewis Frankel and Gossy Frankel his wife have agreed to execute this mortgage.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Lewis Frankel and Gossy Frankel his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield" a body corporate as aforesaid, its successors and assigns all that lot or parcel of land situate lying and veing in the Town of Crisfield Somerset County in the state of Maryland on the north side of Main Street, adjoining the land of Eugene P. George (formerly belonging to Ruth E. Moore) on the east the land of Chesapeake and Potomac Telephone Company, on the west and the New York, Philadelphia and Norfolk Railroad on the North being the same and all the real estate and premises conveyed unto the said Lewis Frankel by Sallie A. Gunby by deed bearing date the twenty fifth day of October in the year nineteen hundred and twenty and recorded among the land records of Somerset County in Liber W.J.S. No 81 folio 385 to which said deed and records special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said promissory note and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues charges, mortgage debt and interest afroesaid the said Lewis Frankel and Gossy Frankel his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for thesaid Mortgagee its successors or assigns or Clarence P. Lankford its and their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs and assigns, and which sale shall be made in the manner following,

viz: upon giving twenty days notice of the time, placx, manner and terms of sale by advertisement in some newspaper printed in Somerset Countyand such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland: secondly to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage whether the same shall have matured or not and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged, property and no sale advertised undersaid powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least five hundred 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 its successors and assigns to the extent of the lien or claim hereunder and to deposit the policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be xonsidered and is hereby declared to be an additional indebtedness hereby intended tonbe secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Lewis Frankel (SEAL).

Oliver S. Horsey. Gossy Frankel (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify thaton this 11th day of April in the year nineteen hundred and twenty three before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid personallybappeared Lewis Frankel and Gossy Frankel his wife the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me Warren F. Sterling president of the Bank of Crisfield" mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Seal of Notary.

In testimony whereof I have hereunto subscribed my name and affixed my notarial eal the day and year aforesaid.

Oliver S.Horsey, Notary Public.

Received for record 16th April 1923 and recorded in Liber W.J.S. No. 88 folio 16 &c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said Clarence P. Lankford Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we Clarence P. Lankford , as principal and the Fidelity and Deposit Company of Maryland abody 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 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 administrators and successors jointly and severally firmly by these presents, sealed with our seals and dated this 1st day of September in the year nineteen hundredmand twenty five.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in two mortgages from Lewis Frankel and wife to the Bank of Crisfield, a body corporate one bearing date the twenty first day of September, in the year nineteen hundred and twenty two and recorded among the land records of Somerset County, Maryland in Liber W.J.S. NO. 83 folio 412 etc., and the other bearing date the eleventh day of April, in the year nineteen hundred and twenty three and recorded among said land records in Liber W.J.S. No. 88 folio 16 etc., and by an order of the District Court of the United States for the District of Maryland, in the matter of Lewis Frankel Bankrupt is authorized upon default to sell the real estate in said mortgages mentioned and conveyed; and whereas default has occurred under the terms and conditions of said mortgages and the said Clarence P. Lankford is about to exercise the power of sale in said mortgages contained by a sale of said property.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said Mortgages and shall abide by and fulfill any order of 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 Clarence P. Lankford has hereunto set his hand and seal. and the said body corporate has caused these presents to be duly signed by its president the day and year first above written.

Witness:

E. P. Wyatt.

Clarence P. Lankford (SEAL).

Fidelity and Deposit Company of Maryland

W. W. Bishop, Vice Pres.

Attest Frank P. Welsh, Asst Secy.

Which said bond was thus thereon endorsed.

The witnin bond approved this 4th day of September 1925.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 5th October 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so aforesaid filed are in the words following to wit:

Clarence P. Lankford Ex Parte.	)	No. 3825 Chancery
Trust created by two mortgages from Lewis Frankel and	)	In the Circuit Court
wife to the Bank of Crisfield, a body corporate.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford attorney named in two mortgages from Lewis Frankel and wife to "Bank of Crisfield" a body corporate existing under the lasw of the State of Maryland, one bearing date the twenty first day of September in the year nineteen hundred and twenty two and recorded among the land records of Somerset County in Liber W.J.S. No. 83 folio 412 etc., and the other bearing date the eleventh day of April. in the year nineteen hundred and twenty three and recorded among the said land records in Liber W.J.S. No. 88 folio 16 etc., and duly authorized and empowered by said mortgages to sell the real estate in said mortgages conveyed and described

(default having occurred in the covenants therein) and by an order of the District Court of the United States for the District of Maryland, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said mortgage, and giving notice of the time place manner and terms of sale by advertisement in the "Crisfield Times" a newspaper printed in Somerset County for more than twenty days before the day of sale he did, pursuant to said notice attend in front of the Post Office in the Town of Crisfield, Somerset County, Maryland, on Saturday the 19th day of September in the year nineteen hundred and twenty five at or about the hour of2.30 O'clock P. M. andthen and there proceeded to sell the said real estate the same being all the real estate described and conveyed in said mortgages in manner following, that is to say:

Your attorney offerred at public sale to the highest bidder all that lot or parcel of land with the improvements thereon situate lying and being in the Town of Crisfield, Somerset County, in the state of Maryland on the North side of Main Street adjoining the land of Eugene P. George on the East, the land of the Chesapeake and Potomac Telephone Company, on the west, and the New York Philadelphia and Norfolk Railroad on the North, being the same and all the real estate and premises conveyed unto the said Lewis Frankel by Sallie A. Gunby by deed bearing date the twenty fifth day of October, in the year nineteen hundred and twenty and recorded among the land records of Somerset County in Liber W.J.S. No. 81 folio 385 etc., whereupon Wolf Bodek of the City of Philadelphia, in the state of Pennsylvania, being the highest and best bidder therefor, became the purchaser thereof at and for the sum of thirty four hundred dollars ($3400.00) all of which he paid in cash.

And your attorney prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted.

Clarence P. Lankford,
Attorney named in said mortgages.

State of Maryland, Somerset County to wit:

I hereby certify that on this 5th day of October in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, attorney named in the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upin which said report the Clerk of the Circuit Court here passed the following order.

Clarence P. Lankford, Ex Parte.	)	No. 3828 Chancery
Trust created by two mortgages from Lewis Frankel	)	In the Circuit Court
to the Bank of Crisfield a body corporate.	)	For Somerset County.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County this 5th day of October, nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford attorney named intwo mortgages from Lewis Frankel and wife to the Bank of Crisfield, a body corporate be ratified and confirmed unless cause to the contrary thereof beshown on or before the 5th day of Nov next provided a copy of this order be inserted in some newspaper published in Somerset County Maryland in each of three successive weeks before the 5 day of Nov. next.

The report states the amount of sales to be $3400.00.

W. Jerome Sterling, Clerk.

And now at this day on the 24th day of November comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Clarence P. Lankford Ex Parte.) No. 3828 Chancery
Trust created by two mortgages from Lewis Frankel) In the Circuit Court
and wife to the Bank of Crisfield a body corporate.) For Somerset County

Ordered by the Circuit Court for Somerset County this 24th day of November nineteen hundred and twenty five that the sale ofproperty made and reported by Clarecne P. Lankford, attorney named in two mortgages from Lewis Frankel and wife to the Bank of Crisfield, a body corporate, 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 order nisis passed insaid cause.

Robt F. Duer.

And thereupon it is ordered by the Coirt here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: N Jerome Sterling ,Clerk.

Be it remembered that heretofore to wit on the 25th September 1925 a certain Citizens National Bank of Pocomoke City by Ewell & Child its solicitor exhibited anertain mortgage executed and delivered to The Citizens National Bank of Pocomoke by a certain Elijah F. Gibbons and Maude E. Gibbons his wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this sixth day of December in the year nineteen hundred and twenty two by Elijah F. Gibbons and Madde E. Gibbons his wife of Somerset County Maryland:
Whereas the said Elijah F. Gibbons and Madde E. Gibbons his wife are indebted unto The Citizens National Bank of Pocomoke City a corporation created and existing under the laws of the United States of America in the principal sum of eight thousand and five hundred dollars ($8,500.00) which is further evidenced by their five bills obligatory as follows: One bearing date September 27, 1922, payable to the order of said bank one hundred and twenty days after date, in the principal sum of four hundred and twenty five dollars ($425.00) one bearing date August 21, 1922, payable to the order of said Bank one hundred and twenty days after date in the principal sum of fifteen hundred dollars ($1500.00) one bearing date September 6, 1922, in the principal sum of three hundred dollars ($300.00) payable to the order of said bank one hundred and twenty days after date; one bearing date August 29, 1922, payable to the order of said bank one hundred and twenty days after date, in the principal sum of three hundred and twenty three dollars and ninety four cents ($323.94) and one bearing date December 6, 1922, payable to the order of said bank one hundred and twenty days after date in the principal sum of five thousand and nine hundred and fifty two dollars and six cents ($5952.06) and to secure the payment of said bills obligatory, principal and interest together with all renewals thereof and the renewals of any part of any one or all thereof equally and ratably, without preference or priority these presents are executed.
Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar ($1.00) the said Elijah F. Gibbons and Maude E. Gibbons his wife do hereby grant and convey unto the said The Citizens National Bank of Pocomoke City its successors and assigns all that farm or tract of land situate lying and being in Somerset County, Maryland and in Dublin Election District on the county road leading from Pocomoke City to Salisbury, bounded on the north by the land formerly owned by Fred O. Gordy, on the east by Dividing Creek, on the south by the land formerly owned by Samuel H. Kidd and on the west by the aforesaid county road, containing one hundred and fifteen (115) acres of land more or less being all and the same farm or tract of land conveyed to the said Elijah F. Gibbons as Elijah Frank Gibbons from Edward B. Lankford and Susan J. Lankford his wife by deed dated February 16, 1910, and recorded among the land records of Somerset County, Maryland, in Liber S.F.D. NO. 53 folios 325 etc.
Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenantt herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues charges, mortgage debt and interest aforesaid the said mortgagors do hereby covenant to pay when legally demandable. and it shall be lawful for the said mortgagee its successors or assigns or L. Paul Ewell or Godfrey Child their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his, her or their heirs or assigns and which sale shall be made in the manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale indluding a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland; secondly to the payment of all claims of the said Mortgagee it successors and assigns under this mortgage whether the same shall be matured or not and the surplus(if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted.and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid and in the event that said property shall be sold under the powers hereby granted or under a decree of order of any Court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this Mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Four Thousand dollars and to cause the policy or policies to be effected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee its successors and assigns, to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or polies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test:

Cynthia Ardis.

Elijah F. Gibbons (SEAL).

Maude E. Gibbons (SEAL).

State of Maryland, Worcester County to witL

I hereby certify that on this sixth day of December in the year nineteen hundred and twenty two before me the subscriber a Notary Public of the State of Maryland in and for Worcester County personally appeared Elijah F. Gibbons and Maude E. Gibbons his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me William S. Schoolfield, Vice President of the Citizens National Bank of Pocomoke City and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that the said William S. Schoolfield also made oath as aforesaid that he is Vice-President of the said The Citizens National Bank of Pocomoke City mortgagee, duly authorized to make this affidavit, In testimony whereof I hereunto set my hand and affix my Notarial seal.

Cynthia Ardis, Notary Public.

Received for record 12th December 1922 and recorded in Liber W.J.S. NO. 83 folio 512 one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

And thereupon the said L. Paul Ewell Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we, L. Paul Ewell of Pocomoke City, Maryland, as principal and United States Fidelity and Guaranty Company, a corporation with its principal offices inthe City of Baltimore, state of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of ten thousand dollars ($10,000.00) to be paid to the said state of 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 jointly and severally firmly by these presents sealed with our seals and dated this 24th day of September A. D. 1925.

Whereas the above bounden L. Paul Ewell by virtue of the power contained in a mortgage from Elijah F. Gibbons and Maude E. Gibbons his wife, to The Citizens National Bank of Pocomoke City dated the 6th day of December 1922, and recordedamong the land records of Somerset County, Maryland in Liber W.J.S. NO. 83 folio 512 etc., is about to sell the land and premises described in said mortgage as attorney therein named default having been made in the payment of the debt therein specified and in the conditions and covenants therein contained.

The condition of the above obligation is such that if the above bounden L. Paul Ewell does and shall well and truly and faithfully perform the trust reposed in him under and by virtue of the mortgage aforesaid and shall abide by and fulfill any order or decree which shallbe 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 L. Paul Ewell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Signed sealed and delivered in the presence of
Cynthia Ardis.

L. Paul Ewell (SEAL).

United States Fidelity and Guaranty Company
By L. Paul Ewell.
Godfrey Child
Attorneys in fact, surety.

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 21st October 1925 the said trustee exhibied and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following to wit;

L. Paul Ewell, Attorney, Ex Parte	)	In the Circuit Court
Trust created under and by virtue of a mortgage from	)	For Worcester County Maryland
Elijah F. Gibbons and Maude E. Gibbons his wife	)	In Equity
to The Citizens National Bank of Pocomoke City:	)	Chancery No. 3835.

To the Honorable the Judges of said Court:

The report of L. Paul Ewell attorney named for foreclosure, in a mortgage from Elijah F. Gibbons and Maude E. Gibbons his wife, to The Citizens National Bank of Pocomoke City dated December 6, 1922, and recorded among the land records of Somerset County, Maryland in Liber W.J.S No. 83 folios 512 etc., shows:

That after giving bond with security approved by this Court for the faithful performance of his trust and after having complied with all the other prerequisites required by law and by said mortgage and by giving notice of the time, place, manner and terms of sale by advertisement publixhed in the Marylander and Herald, a newspaper published at Princess Anne Somerset County, Maryland, for at least twenty days before the day of sale as provided by said mortgage and by notice set up at the Court House door and hand bills extensively circulated for at least twenty days before the day of sale, he did, pursuant to said notice, attend on the premises mentionedin said mortgage in Dublin Election District, Somerset County, Maryland on Saturday October 17, 1925, at the hour of ten O'clock in the morning and then and there proceeded to sellthe property in the manner following, that is to say, he offerred for sale at public auction, to the highest bidder for cash, all that farm or tract of land together with the buildings and improvements thereon, together with the gasoline engine, dynamo and the entire equipment used or connected with the lighting and water system of said buildings and improvements situate, lying and being in Dublin Election District, Somerset County, Maryland, on the County road leading from Pocomoke City to Salisbury, bounded on the north by the land formerly owned by Fred O. Gordy, on the eawt by Dividing Creek, on the south by the land formerly owned by Samuel H. Kidd and on the west by the aforesaid county road, containing one hundred and fifteen (115) acres more or less, being all and the same farm or tract of land conveyed by the mortgage aforesaid and also all and the same farm or tract of land conveyed to the said Elijah F. Gibbons from Edward B. Lankford and wife by deed dated February 16, 1910, and recorded among the aforesaid land records in Liber S.F.D. No. 53 folios 325 etc., and sold the same to Woodland A. Long at and for the sum of ten thousand and ten dollars ($10,000.00) he being then and there the highest bidder therefor.

And the said L. Paul Ewell attorney as aforesaid, does further hereby report that the said Woodland A. Long the purchaser has paid one thousand dollars ($1000.00) on the purchase money in cash, the balance being represented by his obligation dated October 17, 1925, for the sum of nine thousand and ten dollars ($9,010.00) payable on the ratification of the sale of the property herein mentioned.

Respectfully submitted.

L. Paul Ewell.
Attorney for Foreclosure.

State of Maryland, County of Worcester to wit:

I hereby certify that on this 20th day of October A. D. 1925, before me the subscriber a Notary Public of the state of Maryland residing at Pocomoke City, in Worcester County, personally appeared L. Paul Ewell and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Seal of Notary. Cynthia Ardis, Notary Public.

Which said report the Clerk of the Circuit Court here passed the following order, to wit:

L. Paul Ewell, Attorney Ex Parte.	)	In the Circuit Court
Trust created under and by virtue of a mortgage from	)	For Worcester County
Elijah F. Gibbons and Maude E. Gibbons his wife to	)	Maryland
The Citizens National Bank of Pocomoke City.	)	In Equity
		Chancery No. 3835.

Ordered by the Clerk of the Circuit Court for Somerset County, Maryland in Equity, that the

sale of the property mentioned in these proceedings made and reported by L. Paul Ewell, Attorney, named for foreclosure, in a mortgage from Elijah F. Gibbons and Maude E. Gibbons his wife, to The Citizens National Bank of Pocomoke City, dated December 6, 1922, and recorded among the land records of Somerset County, Maryland in Liber W.J.S. NO. 83 folio 512, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of November, 1925, provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland once in each of three successive weeks before the 21st day of November, 1925 next.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 24th day of November 1925, comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County Maryland in Equity this 24th day of November 1925, that the sale made and reported by L. Paul Ewell attorney as 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 saie L. Paul Ewell is hereby allowed the usual expenses incident to said sale (not personal) including a commission according to the Equity rules in such case made and provided.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 5th day of November 1925 a certain Wm. T. Holland and Isaac J. Holland of Somerset County and state of Maryland by H. Fillmore Lankford their solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Wm T. Holland and Isaac J. Holland and assigned to William T. Holland by a certain Luther Jackson Custis and wife. of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 19th day of October in the year nineteen hundred and twenty by Luther Jackson Custis and Nancy L. Custis his wife of Worcester County in the state of Maryland, Witnesseth:

Whereas the said Luther Jackson Custis is indebted to William T. Holland and Isaac J. Holland of Somerset County in the state of Maryland, in the sum of Ten Thousand dollars for a part of the purchase money for the real estate hereinafter conveyed evidenced by the bill obligatory of the said Luther J. Custis and Nancy L. Custis for said sum of ten thousand dollars dated evenly herewith payable to the said William T. Holland and Isaac J. Holland one year after date, with interest from the 1st day of January 1921, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid this mortgage is executed,

Now therefore this mortgage witnesseth that for and in consideration of the premises the said Luther Jackson Custis and Nancy L. Custis his wife dogrant and convey unto the said William T. Holland and Isaac J. Holland as tenants in common their heirs and assigns all that farm or tract or tracts of land in Mount Vernon District Somerset County Maryland which was conveyed to the said Luther Jackson Cistis by the said William T. Holland and wife and Isaac J. Holland and wife by deed dated evenly herewith not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage and being the same and all the land which was conveyed to the said William T/ Holland and Isaac J. Holland by William T. G. Polk and wife by deed dated the 30th day of December 1912, recorded among the land records of said Somerset County in Liber S.F.D. No. 60 folio 598 etc., containing three hundred and twenty acres more or less to which said deed and all the references in said deed contained reference is hereby made for full and accurate description of the land hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees their heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagees the aforesaid sum of money with interest as aforesaid as the same shall respectfully become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime and all taxes and assessments, public debts and charges of every kind levied or assessed or to belevied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges, mortgage debt and interest aforesaid, the said Luther Jackson Custis and Nancy L. Custis do hereby covenant to pay when legally demandable. But if default be made in the payment of the said money orthe interest thereon to accrue or in any part of either of them at the time limited for the payment of the same, or in any agreement covenant or conditon of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees their personal representatives or assigns or H. Fillmore Lankford their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns; and which sale shall be made in the manner following viz: upon giving twenty days notice of the time place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claoms of the said mortgagees their personal representatives and assigns under this mortgage whether the same shall have mautred or not, and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before asale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any Court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to kkep insured the improvements on hereby mortgaged land to the amount of at least sixteen hundred 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 mortgagees their personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid the said mortgagees are hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagees may be required to pay for such insurance shall

EGOVO

considered to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Samuel H. Sudler. Luther J. Custis (SEAL).
her
Nancy L. X Custis (SEAL).
mark.

State of Maryland, Somerset County to wit:

I hereby certify that on this 19th day of October in the year nineteen hundred and twenty before me the subscriber a Notary Public of the stateof Maryland, in and for Somerset County, personally appeared Luther Jackson Custis and Nancy L. Custis his wife the mortgagor named in the foregoing mortgage and severally acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me William T. Holland one of the mortgages in said mortgage and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is one of the mortgagees in said mortgage and that he is the agent of Isaac J. Holland the other mortgagee in said mortgage.

In testimony whereof I hereto subscribe my name and affix my notarial seal the day and year aforesaid

Seal of Notary. Samuel H. Sudler, Notary Public

For value received I hereby assign to William T. Holland all my interest in the within and foregoing mortgage.

Witness my hand and seal this 19th day of October nineteen hundred and twenty.

Witness: H. F. Lankford. Isaac J. Holland (SEAL).

Received for record 19th October 1920 and recorded in Liber W.J.S. NO. 82 folio 178&c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received and for the purpose of foreclosure, I hereby assign the within and foregoing mortgage to H. Fillmore Lankford.

Witness my hand and seal this 13th day of October nineteen hundred and twenty five.

Witness: C. P. Barnes. Wm T. Holland (SEAL).

Filed for record 14th October 1925, and recorded in Liber W.J.S. NO. 82 folio 178.

Test: W. Jerome Sterling, Clerk.

The Bill obligatory filed with the foregoing Mortgage is as follows:

$10,000,00 October 19, 1920.

Secured by mortgage of even date herewith and for value received one year after date we promise to pay to the order of William T. Holland and Isaac J. Holland ten thousand dollars (part of purchase money for property conveyed by said mortgage) with interest from 1st day of January 1921 and we hereby waive the benefit of all statotory exemptions as to the debt evidenced by this note.

Witness our hands and seals.

Witness: Luther Jackson Custis (SEAL).
her
Samuel H. Sudler. Nancy L. X Custis (SEAL).
mark

For value received I hereby assign to William T. Holland all my interest in the within bill obligatory.

Witness my hand and seal this 19th day of October 1920.

Witness: H. F. Lankford. Isaac J. Holland (SEAL).

And thereupon the said H. Fillmore Lankford trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS. that we H. Fillmore Lankford, Principal and William T. Holland and Isaac J. Holland sureties all of Somerset County in the state of Maryland, are held and firmly bound unto the said state of Maryland in the full and just sum of Twenty five Thousand dollars current money to be paid to the said State of Maryland, or its certain Attorney; to the

payment of which 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 17th day of October nineteen hundred and twenty five.
Whereas by mortgage dated the 19th day of October, 1920, recorded among the land records of said Somerset County in Liber W.J.S. No. 82 folio 178 etc., a certain Luther Jackson Custis and Nancy L. Custis his wife, conveyed to William T. Holland and Isaac J. Holland certain real estate in Somerset County Maryland, to secure the payment of the sum ~~of~~ therein mentioned and whereas by assignment dated the 19th day of October 1920, recorded among the said recordsin Liber W.J.S. NO. 82 folio 179 the said Isaac J. Holland assigned to the said William T. Holland all the interest of the said Isaac J. Holland in said mortgage and whereas default has occurred under the terms , conditions and covenants of said mortgage, and whereas by assignement dated the 13th day of October 1925. recorded among said records in Liber W.J.S. No. 82 folio 178 the said William T. Holland has assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure and whereas the said H. Fillmore Lankford for the purpose of foreclosure whereas the said H. Fillmore Lankford by virtue of the power and authority contained in said mortgage is authorized to sell the mortgaged property upon default and whereas the said H. Fillmore Lankford by virtue of said power and authority is about to exercise said power of sale contained in said mortgage by a sale of the mortgaged property.
Now the conditions of the above obligation is such that if the above bounden H. Fillmore Lankford do and shall well and faithfully perform the trust reposed in him in and by said mortgage 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.

Witness as to H. F. Lankford
and William T. Holland

Henry M. Lankford.

Witness as to Isaac J. Holland

Louise Richards.

H. Fillmore Lankford (SEAL).

Wm T. Holland (SEAL).

I. J. Holland (SEAL).

Which said Bond was thus thereon endorsed.

The within bond and sureties are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to witnon the 17th November 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

H. Fillmore Lankford, Ex Parte Trust created by mortgage from Luther Jackson Custis and Nancy L. Custis his wife to William T. Holland and Isaac J. Holland assigned to said H. Fillmore Lankford, for purpose of foreclosure.	No. 3843 Chancery In the Circuit Court For Somerset County Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, assignee of a mortgage from Luther Jackson Custis and Nancy L. Custis his wife to William T. Holland and Isaac J. Holland dated the 19th day of October, 1920 recorded among the land records of Somerset County in Liber W.J.S. No. 62 folio 178 etc., assigned to William T. Holland by Isaac J. Holland by assignment dated the 19th day of October 1920, recorded among said recordssin Liber W.J.S. NO. 82 folio 179 etc., and assigned by the said William T. Holland to the said H. Fillmore Lankford for purpose of foreclosure by assignment dated the 13th day of October 1925, recorded among said records in Liber W.J.S. No.82 folio 178 respectfully represents.
That after having given bond with approved security as required by law for the faithful performance of the trust reposed in him by said mortgage, and after default had occurred in the conditions and covenants of said mortgage, and after having given at lease twenty dsya previous notice of the time, place manner and terms of sale by advertisement in the Marylander and Herald a

weekly newspaper printed in said county and by hand bills posted at the Court House door and other public places in said county he did, in pursuance of said notice attend at the Court House door, in Princess Anne Maryland, on Tuesday November 10th 1925, at the hour of 2,00 O'clock P. M. and then and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He offered all that farm in Mount Vernon District in Somerset County Maryland which was conveyed to the said Luther Jackson Cistis by the said William T. Holland and wife and Isaac J. Holland and wife by deed dated the 19th day of October 1920 recorded among the said records in Liber W.J.S. No. 81 folio 364 etc., containing three hundred and twenty acres more or less. lying on the north side of the county road leading from White Haven to Allen and bordering on the south side of Wicomico Creek, and adjoining the lands of John B. Value and William T. Holland improved by a large dwelling house, a bungelow, barn, granary, corn crib and other buildings and sold the same to the "Hastings & Parsons Company Inc" a body corporate and Frederick P. Adkins as tenants in common they being then and there the highest bidders therefor at and for the sum of twelve thousand and nine hundred dollars and the said purchasers have complied with the terms of sale by paying two thousand nine hundred dollars incash and giving their bill obligatory for the sum of ten thousand dollars payable on the ratification of the sale by this Court.

And the said assignee brings into Court the money and bill obligatory arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford, Assignee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 17th day of November nineteen hundred and twenty five before me, the subscriber Clerk of the Circuit Court for Somerset County personally appeared H. Fillmore Lankford the assignee mentioned in the foregoing report of sale andmade oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairmly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

H. Fillmore Lankford, Ex Parte.)	No. 3843 Chancery
Trust created by mortgage from Luther Jackson)	In the Circuit Court
Custis and Nancy L. Cistis his wife to William T.)	For Somerset County
Holland and Isaac H. Holland assigned to said)	Maryland.
H. Fillmore Lankford for purpose of foreclosure.)	

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, Maryland this 17th day of November nineteen hundred and twenty five that the report of H. Fillmore Lankford, the assignee mentioned in the above cause and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 16th day of December 1925; provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 14th day of December 1925.

The report states the amount of sales to be $12900.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 17th day of December 1925 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

H. Fillmore Lankford, Ex Parte.)	No. 3843 Chancery
Trust created by Mortgage from Luther Jackson)	In the Circuit Court
Custis and Nancy L. Custis his wife to William T.)	For Somerset County.
Holland and Isaac J. Holland assigned to said)	
H. Fillmore Lankford for purpose of foreclosure.)	

November Term 1925.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 17th day of December nineteen hundred and twenty five ordered by the Circuit Court for Somerset County, in Equity that the within report of H. Fillmore Lankford, Assignee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the sameis accordingly done.

Per: N. Jerome Sterling ,Clerk.

Genesis Croswell	)	
Vs,	)	No. 3788 Chancery
Percy Jewett, Loretta Jewett, his wife, Frederick Jewett	)	In the Circuit Court
Henny Jewett his wife, Bessie Smith, Sylvester Smith,	)	For Somerset County
her husband, Hattie Gray, Charles Gray her husband,	)	Maryland.
Ira W. Jewett, Laura Jewett, his wife, Amy Cottingham,	)	In Equity.
Titus Cottingham, her husband, Gussie Hopkins, Arthur	)	
Hopkins, her husband, Viola M. Croswell, Gracie L.	)	
Croswell, Isadore C. Croswell.	)	

To the Honorable the Judges of said Court:

Your Orator complaining says:

1. That Lucy Jewett, widow of Elijah Jewett, late of Somerset County, now deceased, was during her lifetime, and at the time of her death, seized and possessed in fee simple, of a tract or parcel of real estate, improved by a dwelling situate lying and being in Lawson's Election District, Somerset County Maryland, containing two acres of land more or less, known as the John Whittington traxt, adjoining the land of Bill Evans, the Short Coulbourne property, the Bill Ward tract and the Thomas Roach land.

2. That being so seized and possessed, the said Lucy Jewett departed this life on or about the 19th day of November, 1922, intestate, leaving surviving her the hereinafter named sons and daughters and children of a deceased daughter surviving her to whom, as her only heirs at law, the said real estate has descended.

(a) The defendant, Percy Jewett a son who married the defendant Loretta Jewett, both of whom are of full legal age and who reside at #2431 McCullough street in the City of Baltimore, Maryland,

(b) The defendant Frederick Jewett, a son who married the defendant Henny Hewett both of whom are of full legal age and who reside in St. Michaels Talbot County Maryland.

(c) The defendant Bessie Smith, a daughter who married the defendant Sylvester Smith, both of whom are of full legal age, and who reside at #924 North tenth street, in the City of Philadelphia, Pennsylvania.

(d) The defendant, Hattie Gray, a daughter who married the defendant Charles Gray, both of whom are of full age and who reside at #924 North Tenth street in the City of Philadelphia, Pennsylvana

(e) The defendant Ira W. Jewett, a son who married the defendant Laura Jewett, both of whom are of full legal age and who reside in Somerset County Maryland.

(f) The defendant Amy Cottingham, a daughter who married the defendant Titus Cottingham both of whom are of full legal age, and who reside in Somerset County Maryland.

(g) The defendant Gussie Hopkins a daughter who married the defendant Arthur Hopkins , both of whm are of full legal age, and who reside at St. Michaels, Talbot County Maryland.

(h) Your orator Genesis Croswell, and the defendants Viola M. Croswell, Gracie L. Croswell and Isadore C. Croswell children and heirs at law of Daisy Croswell, a daughter of Lucy Jewett, dece

ceased as aforesaid, the said Daisy Jewett having departed this life about twelve years ago, intestate which said children are now by virtue of their mother's death, heirs at law of Lucy Jewett, The defendant Viola M. Croswell is of full legal age, and resides at 3214 Diamond Street in the City of Philadelphia, Pennsylvania. The defendant Gracie L. Croswell is of full legal age and resides at 1521 Belfield Avenue, Philadelphia Pennsylvania. Your orator is of full legal age and resides in Somerset County Maryland, The defendant Isadore C. Croswell is an infant under the age of twenty one years, and resides in Somerset County, Maryland.

Your orator complaining further says:

3. That Elijah Jewett, late of Somerset County, now deceased, was during his lifetime and at the time of his death seized and possessed in fee simple, of a tract or parcel of land situate lying and being in Asbury Election District Somerset County, Maryland containing about two acres on or near the County Road leading from Somerset Avenue, Crisfield, Maryland, to Jenkin's Creek Bridge adjoining the land of George Ward's heirs and David C. Bailey.

4. That Elijah Jewett being so seized and possessed the said Elijah Jewett departed this life about thirty years ago, intestate and leabing surviving him as his heirs at law a widow Lucy Jewett, who had a dower interest in the real estate described in Paragraph 3 and who is now deceased and certain children who are the same parties as are named as the children and heirs of Lucy Jewett in the 2nd paragraph of the complainant's bill of complaint in sections (A) (b) (c) (d) (e) (f) and (g) and in addition thereto a daughter of Daisy Croswell, whose children are named in section (h) of the 2nd paragraph of this bill and that the said Daisy Croswell has since departed this life about twelve years ago leaving as here heirs at law Gilbert L. Croswell her husband, and the four children named in section (h) paragraph 2 of this bill of complaint upon whom has devolved her interest in the hereinbefore described real estate owned by Elijah Jewett at the time of his death.

5. That the said Gilbert L. Croswell, widower of Daisy Croswell who is the daughter of Elijah Jewett as aforesaid, has by deed datee the fifth day of March 1925, duly recorded among the land records of Somerset County Maryland conveyed all his right, title, interest and estate in and to the real estate of which his wife Daisy Croswell died seized which she held as an heir at law of Elijah Jewett her father and which said right, title, interest and estate had devolved upon the said Gilbert L. Croswell at the death of the said Daisy Jewett his wife, interesta to your orator Genesis Croswell and the defendants, Viola M. Croswell, Gracie L. Croswell and Isadore C. Croswell the children of Daisy Croswell who are named in section (h) of the 2nd paragraph of this bill of complaint as tenants in common.

6. That the real estate of which Lucy Jewett died seized and the real estate of which Elijah Jewett died seized are oened by the same identical parties and each of the parties has the same proportion of interest in the real estate of which Lucy Jewett died seized and they have the real estate of which Elijah Jewett died seized and the names of all the said parties who are seized of both the tracts of real estate hereinbefore described, are enumerated together with the references to their ages and places of residence in paragraph 2 of your orator's bill of complaint, under sections (a) (b) (c) (d) (e) (f) (g) and (h)

7. That the said real estate of which Lucy Jewett died seized and the said real estate of which Elijah Jewett died seized are not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interest it will be necessary that the said real estate be sold and that the proceeds thereof be divided among the parties according to their several interests.

TO THE END THEREFORE:

First: That a decree may be passed for the sale of said real estate.

Second: That the proceeds of the said sale may be distributed among the parties to this suit according to their respective rights and interests therein.

Third: That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your orator the order of publication giving notice to the said Bessie Smith , Sylvester Smith, Hattie Gray, Charles Gray, Viola M. Croswell and Gracie L.

Croswell all of whom are residents of the City of Philadelphia, State of Pennsylvania as aforesaid and all of whom are non residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein to show cause if any they have why a decree ought not to pass as prayed; and also the writ of subpoena directed to the said Percy Jewett and Loretta Jewett both of #2431 McCullough Street, in the City of Baltimore, state of Maryland and to Frederick Jewett, Henny Jewett , Gussie Hopkins and Arthur Hopkins, all of St. Michaels in the state of Maryland, and to Ira W. Jewett, Laura Jewett , Amy Cottingham, Titus Cottingham, and Isadore C. Croswell. an infant all residing in Somerset County state of Maryland, commanding them and each of them to be and appear either in person or by solicitor in this Court, on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed. And as in duty bound, etc.

John B. Robins,
Solicitor for Complainant.

Genesis Croswell
Complainant.

State of Maryland, Somerset County to wit:

I hereby certify that on this 5th day of March 1925, before me the subscriber a Notary Public of the stateof Maryland in and for Somerset County, personally appeared Genesis Croswell the complainant in the above cause, and made oath in due form of law that the matters and facts set forth in the aforegoing bill of complaint are true to the best of his knowledge and belief. As witness my hand and Notarial seal.

Seal of Notary.

F. Douglass Sears. Notary Public.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following order of publication was issued to wit:

John B. Robins, Solicitor

Order of Publication

Genesis Croswell

Vs.

Percy Jewett, Loretta Jewett, his wife, Frederick Jewett, Henny Jewett, his wife, Bessie Smith Sylvester Smith her husband, Hattie Gray, Charles Gray her husband Ira W. Jewett, Laura Jewett his wife, Amy Cottingham, Titus Cottingham, her husband, Gussie Hopkins Arthur Hopkins, her husband, Viola M. Croswell, Gracie L. Croswell, Isadore C. Croswell.

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No. 3788 Chancery. In the Circuit Court for Somerset County, Maryland.

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, Maryland, of which Lucy Jewett and Elijah Jewett died, seized and possessed, for the purpose of making a division of the proceeds arising from the sale thereof among the complainant and the other heirs at law of the said Lucy Jewett and Elijah Jewett, according to their several interests.

The bill states that on or about the 19th day of November 1922, the said Lucy Jewett departed this life intestate seized, and possessed in fee simple of a lot ofr parcel of land situate in Lawson's Election District, Somerset County, Maryland, improved by a dwelling and containing about two acres known as the John Whittington tract, adjoining the land of Bill Evans, the Short Coulbourn property & the Bill Ward tract, and the Thomas Roach land.

That Elijah Jewett about thirty years ago, departed this life intereste, seized and possessed of about two acres of land in Asbury District, Somerset County, Maryland, on or near the road leading from Somerset Avenue, Crisfield, Maryland, to Jenkin's Creek Bridge, adjoining the land of George Ward's heirs and David C. Bailey.

That the tracts of real estate are not susceptible of partition without material loss or injury to the parties entitled to interests therein and that in order to make division of the interests it will be necessary that the real estate be sold.

That the following named parties are heirs at law of Lucy Jewett and that they are seized of the property of which Elijah Hewett died, seized in the same manner and respective interests as they are of the property of which Lucy Jewett died, seized, Bessie Smith, a daughter of Lucy Jewett who married Sylvester Smith Hattie Gray, a daughter who married Charles Gray, Viola M. Croswell and Gracie L. Croswell, children of a deceased daughter; all of whom are adults and reside in Philadelphia, Pennsylvania Percy Jewett and Loretta Jewett, his wife adults who live in the City of Baltimore, Maryland, Frederick Jewett a son who married Henny Jewett, Gussie Hopkins, a daughter who married Arthur Hopkins all adults who live in Talbot County, Maryland, Ira W. Jewett a son who married Laura Jewett, Amy Cottingham a daughter who married Titus Cottingham, adults, and Isadore C. Croswell an infant all of Somerset County Maryland.

It is thereupon this 7th day of March 1925, ordered by the Circuit Court for Somerset County Maryland in Equity that the comlainant by causing a copy of this order to be inserted in some newspaper in Somerset County Maryland once in each of four successive weeks before the 17th day of April 1925, give notice to the said non-resident defendants of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before the 4th day of May, 1925, to show cause if any they have why a decree ought not to be passed as prayed.

W. Jerome Sterling Clerk.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoenas were issued.

Maryland. Somerset County to wit:

The state of Maryland to Ira W. Jewett, Laura Jewett, Amy Cottingham Titus Cottingham, Isadore C. Croswell of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of Genesis Croswell against you and others in the said Court exhibited. Hereof fail not at your peril

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 7th day of March Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland. Somerset County to wit:

The state of Maryland To Percy Jewett . Loretta Jewett of Baltimore City Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of Genesis Croswell against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit Court of Maryland, the 2nd day of March Anno Domini 1925.

Issued the 7th day of March Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland, Somerset County wo wit:

The state of Maryland To Frederick Jewett, Hanny Jewett, Genesis Hopkins , Arthur Hopkins of Talbot County, Greeting:

You are hereby commanded that all excuses and dalsys, wet apart you personally appear before the firsuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of Genesis Croswell against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John. R. Pattison Chief Judge of the First Judicial Circuit of Maryland, the 2d day of March Anno Domini 1925.

Issued the 7th day of March Anno Domini 1925.

Per Order W. Jerome Sterling. Clerk.

At which said First Monday in April the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County, Luther Daugherty to whom the aforesaid writ was in form aforesaid delivered for service and made return thereof to the Court here in the words following to wit:

To the first of said writs as follows:

Summoned severally and copy of summons left with each defendant.

copy of summons also left with Gilbert L. Croswell father of Isadore C. Croswell infant defendant.

Luther Daugherty, Sheriff.

To the second of said wirts also came John E. Potee Sheriff of Balto City to whom said writ was delivered.

Summoned ambo and copy of the process left with each defendant.

John E. Potee, Sheriff.

To the Third of said writs came W. W. Hopkins sheriff of Talbot County to whom the aforesaid writ was delivered.

Henny Jewett non est and residue summoned severally and copy left with each defendant

W. W. Hopkins, Sheriff.

Maryland, Somerset County to wit:

The state of Maryland, To Henny Jewett of Talbot County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May next to answer the complaint of Genesis Croswell against you and others in the said Court exhibited. Hereof fail not at your peril.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in May the day of the return of the above recited writ came again into Court here the said complainant by his solicitor aforesaid and the Sheriff of Talbot County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Non est W. W. Hopkins Sheriff.

Maryland, Somerset County to wit:

The state of Maryland To Henny Jewett of Talbot County, Greeting:

You are hereby commanded to summon that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in June next to answer the complaint of Genesis Croswell against you and others in the said Court exhibited hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 5th day of May Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in June 1925 came again into Court here the said Complainant by his solicitor and the Sheriff of Talbot County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned and return May 8, 1925. W. W. Hopkins, Sheriff.

Maryland Somerset County to wit:

The state of Maryland, To Henny Jewett of Talbot County, Greeting: You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town an the first Monday in July next to answer the complaint of Genesis Croswell against you and other s in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 8th day of June Anno Domini 1925

Per order W. Jerome Sterling, Clerk.

At which said first Monday in July the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Talbot County to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Defendant summoned and copy of writ of subpoena left with defendant.

W. W. Hopkins, Sheriff.

And thereafter to wit on the 13th day of April 1925 the following petition and order appointing Guardian at litem was issued.

Genesis Croswell	)	No. Chancery
Vs.	)	In the Circuit Court
Percy Jewett et al.	)	For Somerset County.

To the Honorable the Judges of said Court:

The petition of the Complainant in the above entitled cause, respectfully represents: That Isadore C. Croswell one of the defendants in the above entitled cause, has been duly summoned, but being an infant he cannot answer and defend this suit for himself, and has no guardian within the jurisdiction of this Court to answer and defend for him.

The complaiant therefore prays your Honor to appoint a guradian ad litem to appear and answer for said infant.

And as in duty bound etc.

John B. Robins,
Solicitor for Complai nant.

Upon the foregoing petition it is ordered by the Circuit Courtfor Some set County, Maryland, this 13th day of April nineteen hundred and twenty five that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Isadore C. Croswell infant defendant in the above cause.

Robt F. Duer, Judge.

And thereafter on the 13th April 1925 the Answer of Infant defendants by guardian ad litem was filed.

Genesis Croswell	)	No. Chancery
Vs.	)	In the Circuit Court
Percy Jewett at al.	)	For Somerset County
		Maryland.

The answer of Isadore C. Croswell infant defendant in the above entitled cause by James R Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of Genesis Croswell against him in the said Court exhibited.

This defendant for answer to the said bill of complaint by her said guardian, answers and says, that being ignorant of the matters charged in the said bill, and being an infant of tender years, he cannot admit any of the allegations of the said bill but submits his rights to the protection of this Honorable Court.

And as in duty bound etc., James R. Stewart, Guardian ad litem.

And thereafter to wit on the 23rd day of July 1925 the following Petition decree pro confesso and order to take testimony was filed.

Genesis Croswell	)	No. 3788 Chancery
Vs.	)	In the Circuit Court
Percy Jesett et al.	)	For Somerset County
		Maryland.

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, in Equity:

The petition of the complainant respectfully represents:

That the resident adult defendants, Ira Jewett, Laura Jewett, Amy Cottingham, Titus Cottingham, Percy Jewett, Loretta Jewett, Frederick Jewett, Henny Jewett, Gussie Hopkins, Arthur Hopkins have been duly summoned to appear to the bill of complaint inthis cause but have failed to appear or to answer said bill of complaint within the time prescribed by the rules of this Court, and that the infznt resident defendant, Isadore Croswell, has been duly summoned and has appeared and answered said bill of complaint by James R. Stewart, guardian ad litem that the adult non-resident defendants, Bessie Smith, Sylvester Smith, Hattie Gray, Charles Gray, Viola Croswell and Gracie L. Croswell, have been duly summoned to appear to the bill of complaint in this cause by the order of publication but have failed to appear or to answer said bill of complaint within the time prescribed in said order of publication and the rules of this Court.

The complaint therefore prays your Honors that the bill of complaint may be taken pro-confesso against the said Ira Jewett, Laura Jewett, Amy Cottingham, Titus Cottingham, Percy Jewett, Loretta Jewett, Frederick Jewett, Henny Jewett, Gussie Hopkins, Arthur Hopkins, non-appearing and non-answering adult resident defendatns, and against Bessie Smith, Sylvester Smith Hattie Gray, Charles Gray, Viola Croswell and Gracie L. Croswell, non-appearing and non-answering adult non resident defendants, and that the complainant have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

John B. Robins,
Solicitor for Complainant.

Genesis Croswell	)	No. 3788 Chancery
Vs.	)	In the Circuit Court
Percy Jewett et al.	)	For Somerset County
		Maryland.

It appearing in the above entitled cause, that the adult resident defendants, Ira Jewett, Laura Jewett, Amy Cottingham, Titus Cottingham, Percy Jewett, Loretta Jewett, Frederick Jewett Henny Hewett, Gussie Hopkins, Arthur Hopkins, have been duly summoned to appear to said bill of complaint but have failed to appear or answer said bill of complaint within the time presecribed by the rules of this Court, and that the infant resident defendant, Isadore Croswell, has been duly summoned and has appeared and answered said bill of complaint by James R. Stewart, guardian ad litem and that the adult non resident defendants, Bessie Smith, Sylvester Smith, Hattie Gray Charles Gray, Viola Croswell, and Gracie L. Croswell, have been duly summoned to appear to the bill of complaint in this cause by the order of publication, but have failed to appear or to answer said bill of complaint within the time prescribed in said order of publication and the rules of this Court.

It is thereupon this 23rd day of July, 1925, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the billmof complaint be and the same is hereby taken pro confesso against the said Ira Jewett, Laura Jewett, Amy Cottingham, Titus Cottingham, Percy Jewett, Loretta Jewett, Frederick Jewett, Henny Jewett, Gussie Hopkins, and Arthur Hopkins, Non appearing and non answering resident adult defendants, and against Bessie Smith, Sylvester Smith, Hattie Gray, Charles Gray, Viola Croswell and Gracie L. Croswell, non appearing and non answering non resident adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court, in order to substantiate the allegations in the said bill of complaint.

Robt F. Duer, Judge.

JUDGE

And afterwards to wit on the 25th August 1925 F. Douglass Sears Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain Testimony by him taken in the words following to wit:

Genesis Croswell

Vs.

Percy Jewett, Lotetta Jewett, his wife, Frederick Jewett, Henny Jewett his wife, Bessie Smith, Sylwester Smith, her husband, Hattie Gray, Charles, Gray, her husband, Ira W. Jewett, Laura Jewett his wife, Amy Cottingham, Titus Cottingham, husband Gussie Hopkins, Arthur Hopkins, her husband, Viola M. Croswell, Gracie L. Croswell and Isadore C Croswell.

"""""""""""""""""""""""""""""""""

No. 3788 Chancery, In the Circuit Court for Somerset County Maryland, In Equity.

In this cause an order having passed for testimony to be taken to support the allegations of the bill I. F. Douglass Sears, one of the standing examiners of the Circuit Court for Somerset County, Maryland, In Equity, duly appointed sworn etc., do hereby certify that on this 20th day of August 1925, in my office in Crisfield, Somerset County Maryland, I did take the following testimony to wit

Genesis Croswell, a witness of lawful age, produced on the part of the plaintiff being duly sworn deposes and says:

Int 1.

State your name, age, residence and occupation?

Ans. Genesis Croswell age 22 residence Lawson's District, Somerset County, state of Maryland, occupation laborer.

Int 2. Are you acquainted with the parties to this suit? If so how long have you known them and where do they reside?

Ans. Yes, I know all of them. I am the plaintiff, and Percy Jewett and Loretta Jewett his wife, Frederick Jewett and HennynJewett his wife Bessie Smith and her husband Sylvester Smith, Hattie Gray and her husband Charles Gray, Iraw W. Jewett and Laura Jewett, his wife Amy Cottingham and her husband Titus Cottingham, Gussie Hopkins and Arthur Hopkins her husband, Viola M. Croswell, Gracie L. Croswell and Isadore C. Croswell are the defendants. I reside in Somerset County, Maryland and the defendants Ira W. Jewett, Laura Jewett, Amy Cottingham and Titus Cottingham and Isadore C. Croswell also reside in Somerset County, Maryland. The defendants, Percy Jewett and Loretta Jewett reside at No 2431 McCullough Street, Baltimore Maryland, and defendants Frederick Jewett and Henny Jewett reside at St. Michaels in Talbot County, state of Maryland, the defendants, Hattie Gray and Charles Gray andthe defendants Bessie Smith and Sylvester Smith all reside at No. 824 North Tenth Street in the City of Philadelphia, State of Pennsylvania the defendants Gussie Hopkins and Arthur Hopkins reside at St. Michaels, Talbot County, Maryland, the defendant. Viola M. Croswell, reside at No. 3214 Diamond Street, and the defendant, Gracie L. Croswell, resides at No. 1521 Belfield Avenue. both in the City of Philadelphia, state of Pennsylvania I have known these defendants practically ever since I can remember.

Int 3. Please state the ages of all of these defendants.

Ans. They are all adults above the age of 21 years except Isadore C. Croswell who is an infant under 21 years.

Int 4. Please state whether anybof the said defendants are non-residents of the state of Maryland. If so give the names of such non-resident defendants?

Ans. The defendants, Bessie Smith Sylvester Smith. Hattie Gray, Charles Gray. Viola M. Croswell and Gracie L. Croswell, are non residents of the state of Maryland.

Int 5. Were you or not acquainted with Lucy Jewett, and if so is she living or dead, and if dead when did she die? State whether or not she died intestate. Did she leave any surviving husband, and who are her heirs at law and their ages?

Ans. I was acquainted with Lucy Jewett. She was my mother's mother. and is dead, having died in November in the year nineteen hundred and twenty two intestate. She left no husband surviving her and the following are her heirs at law, all of whom are adults above the age of 21 years, except Isadore C. Croswell. who is under 21 years of age, She left surviving the following heirs at law:

Percy Jewett a son who married Loretta Jewett.

Frederick Jewett a son who married Henny Jewett

Bessie Smith, a daughter who married Sylvester Smith

Hattie Gray a daughter who married Charles Gray

Ira W. Jewett a son who married Laura Jewett

Amy Cottingham, a daughter who married Titus Cottingham

Gussie Hopkins a daughter who married Arthur Hopkins

And Genesis Croswell, Viola M. Croswell and Isadore C. Croswell and Gracie L. Croswell, children of Daisy Croswell, who was a daughter of Lucy Jewett who died about 12 years ago, intestate.

Int 6. Please state whether or not the said Lucy Jewett was seized and possessed of any real estate in Somerset County Maryland at the time of her death, if so. Where is it located describe same, and state your opinion of its value?

She was seized and possessed of real estate in Somerset County Maryland at the time of her death It is located in Lawson's District adjoining the land of Bill Evans, the Short Coulbourne property the Bill Ward tract, and the Thomas Roach land, and is known as the John Whittington tract, and contains about 2 acres and is the same real estate which was conveyed unto Lucy Jewett by Isaac H. Coulbourn et al by deed dated April 18, 1898 recorded among the land records of Somerset County Maryland in Liber O.T.B. No. 23 folio 291 etc., I should consider the said real estate worth about $800.00.

Int 7. Please state whether or not in your opinion the said real estate is susceptible of partition among the parties entitled to interests therein without material loss and injury to them. Kindly state your reasons.

Ans. The real estate is not susceptible of partition among the said parties entitled to interests therein without material loss and injury to them, andin order to make division of said interests it will be necessary that the said real estate be sold and the proceeds divided among them according to their respective interests. There are so many heirs, and the tract of land is so small in proportion to the number of heirs, and the fact that ther is only one dwelling, that I cannot see how the property could be capable of a fair partition. Furthermore, one of the heirs is an infant, The only thing I can see is to sell the property at Public sale and divide the proceeds among the heirs legally entitled to interests therein.

Int 8. Who was Elijah Jewett. Is he living or dead. If dead when did he die, Did he die intestate. Did he own any real estate at the time of his death and if so where is it located and what in your opinion is the value.

Ans. He was my mother's father. He is dead, having died about the year 1891, intestate. He owned real estate in Asbury Election District, Somerset County, Maryland binding on the County road leading from Somerset Avenue, Crisfield, Maryland, to Jenkins Creek Bridge, adjoining land of George Ward's heirs and land of Annie Jewett, fronting on said County road a distance of ninety-five feet, its rear line being ninety-eight feet and contains 2 acres of land more or less, without any improvements the same being a part of the land owned by Frank Jewett, who was thefather of Elijah Jewett. I whould consider this lot worth about $100.

Int 9. Please state whether or not in your opinion the said real estate mentioned and described in the previous answer is susceptible of partition among the parties entitled to interests therein without material loss and injury to them. Kindly state your reasons?

Ans. The real estate is not susceptible among the said parties entitled to interests therein without material loss and injury to them and in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds divided among them according to

their respective interests. There are so many heirs and the tract of land is so small in proportion to the number of heirs that I cannot see how the property could be capable of a fair partition Furthermore one of the heirs is an infant. The only thing I can see is to sell the land at public sale and divide the proceeds among the heirs legally entitled to interests therein.

Int 10. Do you know Elijah Jewett's heirs at law and if so please state who they are.

Ans. The heirs at law of Elijah Jewett are identically the same as those of Lucy Jewett as I have already enumerated, with the exception of Gilbert L. Croswell, who is a widower of Daisy Crowwell, daughter of Elijah Jewett who by virtue of being thebhusband of Daisy Croswell, deceased acquired a dower interest in the Elijah Jewett real estate. He has by deed dated fifth day of March 1925. conveyed to Genesis Croswell, Viola M. Croswell Gracie L. Croswell and Isadore C. Croswell children and heirs at law of Daisy Croswell, his aforesaid dower interest. which said deed is recorded among the land records of Somerset County, in Liber W.J.S. NO. 91 folio 424 etc., Deed from Gilbert L. Croswell to Genesis Croswell et al offered in evidence and marked Exhibit A The real estate of which Luch Jewett died seized and the real estate of which Elijah Jewett died seized are now owned by identically the same parties, and each of the parties has the same proportion of interest in the real estate of which Lucy Jewett died seized as they have in the real estate of which Elijah Jewett died seized. Court's Question Ans. That's all.

Genesis Croswell

Court's question.
Test: F. Douglass Sears.

David Bailey, a witness of lawful age, produced on the part of the plaintiff being duly sworn deposes and says:

Int 1. Please state your name age residence and occupation.

Ans. David Bailey age 67 residence Asbury District, Somerset County Maryland, occupation farmer and oyster shucker.

I have read the foregoing testimony of Genesis Croswell and the facts therein stated being true and correct I hereby adopt the same fully and at large as my own testimony in this cause.

Court's Question. I know nothing else.

Witness: F. Douglass Sears. David his X mark. Bailey

There being no further witnesses present to be examined and at the suggestion of solicitor for Plaintiff, the papers are hereby returned to Court, I hereby certify that the annexed bill of costs is correct.

As witness my hand and seal this 22nd day of August 1925.

F. Douglass Sears, (SEAL).
Examiner in Chancery.

Bill of costs.

Examiner	$4.00
David Bailey Witness	.75
	4.75

Exhibit A referred to in the foregoing Testimony is as follows:

THIS DEED, made this fifth day of March in the year nineteen hundred and twenty five by and between Gilbert L. Croswell of Somerset County and state of Maryland, of the first part and Genesis Croswell. Viola M. Croswell, Gracie L. Croswell and Isadore C. Croswell of County and state aforesaid, parties of the second part.

Whereas one Elijah Jewett, late of Somerset County, state of Maryland was during his life time and at the time of his death seized and possessed of certail real estate in Asbury District, County and State aforesaid, leading from Somerset Avenue in the town of Crisfield, to Jenkins Creek Bridge near the lands of George Ward deceased and David C. Bailey, intestate, leaving among other heirs one Daisy Croswell who married the grantor, Gilbert L. Croswell.

And whereas the said Daisy Croswell departed this life about twelve years ago. intereste leaving as her only heirs at law the said Gilbert L. Croswell and the said Genesis Croswell, Viola M. Croswell Gracie L. Criswell and Isadore C. Croswell, the said Gilbert L. Croswell being the husband of the said Daisy Croswell, and the said Genesis Croswell, Viola M. Croswell , Gracie Croswell

and Isadore C. Croswell being children of the said Daisy Croswell which said parties to this deed are the only heirs of the said Daisy Croswell in the real estate of the said Elijah Jewett, decd. And whereas the interest of the said Gilbert L. Croswell is that of a dower interest in the real estate of his said wife, deceased, the said Daisy Croswell.

Now therefore with the intention and desire of releasing the dower interest of the said Gilbert L. Croswell in the real estate of the said Daisy L. Croswell, which she inherited from the said Elijah Jewett deceased this deed witnesseth:

That in consideration of the sum of one dollar paid to the party of the first part, by the parties of the second part, the said party of the first part, Gilbert L. Croswell, hereby grants and conveys unto the said parties of the second part, the said Genesis Croswell Viola M. Croswell Gracie L. Croswell and Isadore C. Croswell all his right, title and interest in and to the real estate which descended to the said Daisy Croswell as heir of Elijah Croswell deceased, hereby specifically releasing unto the said parties of the second part his said dower interest in said property, so that the said parties of the second part will hold the real estate as heirs of Daisy Croswell in the said real estate which descended to her as an heir of Elijah Jewett free and clear of any lien of dower or any other interest.

As witness the hand and seal of the said grantor.

Witness: F. Douglass Sears. Gilbert L. Croswell (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 5th day of March in the year nineteen hundred and twenty five before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid personally appeared Gilbert L. Croswell the above named grantor and he acknowledged the foregoing deed to be his free act and deed.

As witness my handand notarial seal.
Seal of Notary. F. Douglass Sears, N. P.

And thereafter to wit on the 6th October 1925 the Circuit Court here passed the following decree in the premises to wit:

Genesis Croswell	)	No. 3788 Chancery
Vs.	)	In the Circuit Court
Frederick Jewett and Henny Jewett	)	For Somerset County.
his wife et al.	)	Maryland.

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 6th day of October 1925, by the Circuit Court for Somerset County, Maryland in Equity, adjudged ordered and decreed that the property mentioned in these proceedings be sold; that John B. Robins be and he is hereby appointed Trustee to make said sale; 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 s surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Fifteen Hundred dollars if the surety thereon is a corporate surety, and in the penalty of Twenty five hundred dollars if the sureties thereon are personal sureties, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale after having given at least three weeks public notice by advertisement inserted in some weekly newspaper published in Somerset County in the time, place and terms of sale, which terms shall be as follows: Cash. And as soon as may be convenient after such sale or sales the Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale and upon the payment of the whole purchase price, and not before, the Trustee shall by a good and sufficient deed to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs the property and estate to him, her or them, sold free , clear and discharged from all

JUDGE

of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, sold free clear and discharged from all claims of the parties hereto, plaintiff anddefendants. and those claiming by from or under them, or any of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed underthe 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.

Robt F. Duer, Jusge.

And whereupon the said trustee filed in Court here a bond in the words following to wit:

Know all men by these presents: That we John B. Robins as Principal of Crisfield, Maryland, and the 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 Two Thousand 00/100 dollars ($2000.00) 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 seventh day of October in the year of our Lord one thousand nine hundred and twenty five.

Whereas the above bounden John B. Robins by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County Md., has been appointed trustee to sell certain real estate mentioned in the proceedings in the case of Genesis Croswell Vs. Percy Jewett, Lotetta Jewett his wife et al. in No. 3788 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden John B. Robins 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.

Attest: Mary J. Sterling. John B. Robins (SEAL).

Attest. Mary J. Sterling. United States Fidelity and Guaranty Company

Corporate Seal. By F. Douglass Sears, Atty in fact.

John B. Robins, Atty in fact.

Which said bond was thus thereon endorsed.

Bond Approved. W. Jerome Sterling, Clerk.

And thereafter to witnon the 10th November 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Genesis Croswell	)	No. 3788 Chancery
Vs.	)	In the Circuit Court
Percy Jewett and Loretta Jewett his wife et al.	)	For Somerset County
		Maryland, In Equity.

To the Honorable the Jusges of the Circuit Court for Somerset County in Equity:

The report of John B. Robins, Trustee under the decree in the above entitled cause to sell the real estate therein decreed to be sold. respectfully represents:

That after having given bond with approved security as required by the decree conditioned for the faithful performance of the trust reposed in him by said decree and after having given three weeks' previous notice of the time, place, manner andterms of sale by advertisement in the Crisfield Times, a weekly newspaper published in Somerset County, Maryland he did, in pursuance of said notice attend at the Post Office door in Crisfield, Somerset County Maryland on Saturday the 31st day of October, nineteen hundred and twenty five at the hour of two O'clock P. M. and then and there proceeded to sell the said real estate at public auction as follows:

First: He offered lot No. 1 the same being the lot improved by dwelling located in Lawson's District Somerset County Maryland and as mentioned and described in said advertisement and sold the same to Frederick S. Jewett, he being then and there the highest bidder therefor at the sum of $850.00 and the said purchaser has complied with the terms of sale by paying cash.

Second: He offered lot No. 2 the same being a lot located in Asbury District, Somerset County, Maryland and as mentioned and described in said advertisement, and sold the same to Frederick S. Jewett he being then and there the highest bidder therefor at the sum of $100 and the said purchaser has complied with the terms of sale by paying cash.

The total amount realized from the sales of the two parcesl of land with improvements is $950.00.

And the Trustee brings into Court the money arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins, Trustee.

State of Maryland Somerset County to wit:

I hereby certify that on this 31st day of October, in the year nineteen hundred and twenty five before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared John B. Robins the Trustee named in the report of sale, same being No. 3788 Chancery and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein eported was fairly made.

F. Douglass Sears, Notary Public.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

Genesis Croswell	)	No. 3788 Chancery
Vs.	)	In the Circuit Court
Percy Jewett and Loretta Jewett	)	For Somerset County, Maryland, in Equity.
his wife, et al.	)	

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, Maryland, in Equity this 10th day of November Nineteen hundred and twenty five that the report of John B. Robins Trustee mentioned in the above cause and the sale of real estate by him reported be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 10th day of December, nineteen hundred and twenty five provided a copy of this order be inserted in some weekly newspaper published in Somerset County Maryland once in each of three successive weeks before the 10th day of December nineteen hundred and twenty five.

The report states the amount of sales to be $950.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 22nd day of December 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor afore said the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown it is this 22nd day of December nineteen hundred and twenty five ordered by the Circuit Court for Somerset County Maryland, in Equity that the report of John B. Robins Trustee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer. Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the sameis accordingly done.

Per: W. Jerome Sterling, Clerk.

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OVOGE

Be it remembered that heretofore to witnon the 7th day of May 1925 a certain Annie H. Barkley, and Dr. Winter H. Barkley her husband by John B. Robins their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary A. Sterling and others which said bill of complaint is in the words following to wit:

Annie H. Barkley and Dr. Winter J. Barkley her husband.	No. 3799 Chancery
Vs.	In the Circuit Court
Mary A. Sterling. Victoria Hodges and Wellington Hodges, her husband. Charles H. Sterling , Russell Sterling, Dorothy Sterling, Clifton Sterling, Beatrice Sterling, William Byrd and Emma Byrd his wife, George Byrd and Emma F. Byrd his wife.	For Somerset County Maryland.

To the Honorable the Judges of said Court:

Your orators, complaining says:

1st: That a certain Comer Sterling, late of Somesset County, deceased, was during his lifetime and at the time of his death, seized and possessed in fee simple absolutely, of a tract of parcel of real estate, improved by dwelling situate lying and being in Asbury District, Somerset County, and state of Maryland, containing 2½ acres of land more or less, fronting on what is known as "Dow's Road, near property of John Stephens in said Asbury District, County and state aforesaid,

2nd: That being so seized and possessed the said Comer Sterling departed this life, about the year eighteen hundred and ninety four, leaving a last will and testament dated the 9th day of March, 1894, recorded in the office of the Register of Wills for Somerset County, Maryland, in Liber H.H.D. No. 6 folio and leaving and devising unto the said wife, Elizabeth Sterling "the house and lot where I now reside" and certain personal property"To have and to hold for her use and benefit in any manner she may deem wise for her support, during her life time, and the remainder if any at the time of her death, to be equally divided between my nephew, Samuel H. Sterling and Zadue L. Byrd, my wife's brother, provided however my wife shall first paymy funeral espenses and whatever legal debts, I may owe at the time of my death.

3rd. That the said Elizabeth Sterling widow of the said Comer Sterling in compliance with the conditions and provisions of the said last will and testament of the said Comer Sterling, did pay the funeral expenses of all legal debts of the said Comer Sterling, and took possession of the real estate upon the death of her said husband, and has not disposed of the said real estate during her life time, but was seized and possessed of the same at the time of her death, having departed this life in the month of October, in the year nineteen hundred and twenty four, intestate and thereupon the interest of Samuel H. Sterling and Zadoc L. Byrd both deceased remaindermen under the will of Comer Sterling as aforesaid passed to their heirs at law hereinafter named.

4th That the said Samuel H. Sterling and the said Zadue L. Byrd are both deceased, the former having departed this life during the year nineteen hundred and twenty intestate and the latter prior thereto, the said Samuel H. Sterling, leaving surviving him a widow and the following children and grand children, to whom as his only heirs at law his interest in the said real estate has descended, namely:

a Your oratrix Annie H. Barkley a daughter who married a certain Dr. Winter J. Barkley both of whom are of full legal age, and reside in Somerset, County Maryland.

(b) The defendant, Mary A. Sterling, widow of the said Samuel H, Sterling who is of full legal age, and who resides in Somerset County Maryland

(c) The defendant Victoria Hodges, a daughter, who married a certain Wellington Hodges, both of whom are of full legal age, and reside in the City of Chester State of Pennsylvania.

(d) Clifton Sterling a son unmarried who is of full legal age and reside at Atlantic City New Jersey.

(e) Beatrice Sterling a daughter unmarried who is of full legal age and who resides at Berlin, Worcester County, Maryland.

(f) Charles H. Sterling Russell Sterling and Dorothy Sterling children of John W. Sterling, who was a son of Samuel H. Sterling the said John W. Sterling having departed this life in the year nineteen hundred and twelve, leaving surviving him the aforesaid children and his widow Mary Elizabeth Sterling. The said Charles H. Sterling , Russell Sterling and Dorothy Sterling, are unmarried, and are under the age of twenty one years and all reside in Somerset County, Maryland except Dorothy Sterling who resides in Chester Pa.,

4th: The said Zadue L. Byrd is deceased, having departed this life after the death of Comer Sterling and before the death of his widow Elizabeth Sterling, intestate, leaving no widow or children or grand children surviving him, and the following as his only heirs at law;

(x)William Byrd a brother who married Emma Byrd whonare of full legal age, and who reside in Somerset County Maryland

(y) George Byrd a brother who is of fyll legal age and who married Emma F. Byrd and who resides in Somerset County Maryland.

(5) That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as herein set forth, and that in order to make a division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

TO THE END THEREFORE:

First: That a decree may be passed for thesale of said real estate.

Second: That the proceeds of said sale may be distributed among the partiesnto this suit according to their respective rights and interests therein.

Third:

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

May it please your Honors to grant unto your orators the writ of subpoena direcred to the said Mary A. Sterling, adult Charles H. Sterling, infant, Russell Sterling, infant, William Byrd, adult Emma Byrd adult, George Byrd adult, Emma Frances Byrd adult residing in Somerset County, Maryland, and Beatrice Sterling, adult residing in Berlin, Worcester County, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by andperform such decree as may be passed therein; and also grantunto your orators the order of publication giving notice to the said Victoria Hodges and Wellington Hodges, her husband adults and Dorothy Sterling, infant, of Chester. Pennsylvania, and Clifton Sterling, adult of Atlantic City, New Jersey, as aforesaid who are nonpresidents of this state, of the object and substance of this bill and warning them to appear in this court, in person or by solicitor, on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound your orators, etc.

John B. Robins,
Solicitor for Complainant.

Winter W. J. Barkley M. D.

Annie H. Barkley

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following order of publication was issued to wit:

John B. Robins Solicitor.

Annie H. Barkley and Sr. Winter J. Barkley her husband.

Vs.

Mary A. Sterling, Vicotria Hodges and Wellington Hodges, her husband, Charles H. Sterling, Russell Sterling, Dorothy Sterling, Clifton Sterling, Beatrice Sterling, William Byrd and Emma Byrd his wife and George Byrd and Emma F. Byrd his wife.

No. 3799 Chancery

In the Circuit Court for Somerset County, Maryland.

"""""""""""""""""""""""""""

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, Maryland, of which a certain Comer Sterling died weized and possessed and which under the terms and provisions of his last will and testament devised unto his widow, Elizabeth Sterling and upon her death if still seized and possessed of the said real estate to be equally divided between Samuel H. Sterling, deceased, and Zadue L. Byrd deceased, for the purpose of making a division of the proceeds arising from the sale thereof among the complainants and the other heirs at law, of the said Samuel H. Sterling and Zadue L. Byrd according to their several and respective interests.

The bill states that a certain Comer Sterling late of Somerset County, deceased was during his life time and at the time of his death, seized and possessed in fee simple absolutely, of a tract or parcel of real estate, improved by dwelling situate, lying andbeing in Asbury District, Somerset County, state of Maryland, containing 2½ acres of land more or less, fronting on what is known as "Dow's Road" near property of John Stephens in said Asbury District county and state aforesaid.

That being so seized and possessed, the said Comer Sterling departed this life, about the year eighteen hundred and ninety four, leaving a last will and testament dated the 9th day of March, 1894, recorded in the office of the Register of Wills for Somerset County, Maryland in Liber H.H.D. No. 6 and leaving and devising unto his said wife, Elizabeth Sterling "The house and lot where I now reside" and certain personal property"to have and to hold for her use and benefit in any manner she may deem wise for her support, during her life time, and the remainder if any at the time of her death, to be equally divided between my nephew, Samuel H. Sterling, and Zadue L. Byrd my wife's brother, provided however my wife shall first pay my funeral expenses and whatever legal debts I may owe at the time of my death".

That the said Elizabeth Sterling widow of the said Comer Sterling in compliance with the conditions and provisions of the said last will and testament of the said Comer Sterling did pay the funeral expenses and all legal debts of the said Comer Sterling and took possession of the real estate upon the death of her said husband, and has not disposed of the said real estate during her life time, but was seized and possessed of the same at the time of her death, having departed this life, in the month of October, in the year nineteen hundred and twenty four, intestate and thereupon the interests of Samuel H. Sterling and Zadue L. Byrd both deceased remaindermen under the will of Comer Sterling as aforesaid passed to their heirs at law hereinafter named.

That the said Samuel H. Sterling and the said Zadue L. Byrd are both deceased, the former having departed this life during the year nineteen hundred and twenty, intestate and the latter prior thereto intestate, the said Samuel H. Sterling leaving surviving him a widow and the following children and grant children, to whom as his only heirs at law, his interest in the said real estate has descended namely:

Your orators, Annie H. Barkley a daughter who married a certain Dr. Winter J. Barkley adults, who resides in Somerset County the defendant , Mary A. Sterling, a widow of the said Samuel H. Sterlong adult who resides in Somerset County, the defendants, Victoria Hodges a daughter, who married Wellington Hodges, adults who reside in Chester Pennsylvania, Clifton Sterling, a son unmarried, adult who resides at Atlantic City, New Jersey, Beatrice Sterling, a daughter, unmarried, adult who resides at Berlin , Worcester County, Maryland, Charles H. Sterling, Russell Sterling and Dorothy Sterling infants unmarried, children of John W. Sterling who was a son of Samuel H. Sterling the said John W. Sterling having departed this life in the year nineteen hundred and twelve who resides in Somerset County Maryland, except Dorothy Sterling who resides in Chester. Pennsylvania.

The said Zadue L. Byrd is deceased, having departed this life after the death of Comer Sterling and before the death of his widow, Elizabeth Sterling, intestate, leaving no widow or children or grand-children surviving him, and the following as his only heirs at law: William Byrd, a brother, who married Emma Byrd, adults, who resides in Somerset County, Maryland. George Byrd a brother who married Emma F. Byrd, adults and who resides in Somerset County, Maryland.

That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as herein set forth, and that in order to make a division of said interest,s it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

It is thereupon this 11th daybof May, 1925, ordered by the Circuit Court for Somerset County Maryland, in Equity that the complainants by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 15th day of June 1925, give notice to the said non-resident defendants of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before the 1st day of July 1925, to show cause if any they have why a decree ought not to be passed as prayed.

W. Jerome Sterling, Clerk.

And whereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoenas were issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To Mary A. Sterling William Byrd , Emma Byrd, George Byrd and Emma Frances Byrd, of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on thefirst Monday in June next to answer the complaint of Annie H. Barkley and Dr. Winter J. Barkley her husband, against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 7th day of May Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit:

The state of Maryland To Charles H. Sterling, Russell Sterling of Somerset County Greeting:

You are hereby commanded that allexecues and delays set apart, you personally appeare before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in June next to answer the complaint of Annie H. Barkley and Dr. Winter J. Barkley her husband against you and others in the said Court exhibited.

Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 7th day of May Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At whichsaid first Monday in Junethe day of the returnof the above recited writs came again into Court here the said complainant by their solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

To the First of said Writs as follows:

Summoned severally and copy of writ of summons left in hands of each defendant.

Luther Daugherty. Sheriff.

To the second of said Writsas follows:

Summoned severally and copy of writ of summons for Russesll Sterling left with Annie H. Barkley his aunt in whose custody he is, and copy of writ of summons for Charles H. Sterling left with Mary A. Sterling his grandmother in whose custody he is their mother and surviving parent being a non resident of Maryland and copy of summons left with each defendant.

Luther Daugherty Sheriff.

Maryland. Somerset County to wit:

The state of Maryland To Beatrice Sterling of Somerset County, Greeting

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery

Chancery at Princess Anne Town on the first Monday in July next to answer the complaint of Annie H. Barkley etal against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 8th day of June Anno Domini 1925.

Per Order W. Jerome Sterling, Clerk.

At which said first Monday in July theday of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof th the Court here in the words following to wit:

Defendant summoned and copy of writ of subpoena left with defendant.

Luther Daugherty, Sheriff.

And thereafter to witnon the 9th June 1926 the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

Annie H. Barkley and Dr. Winter J. Barkley.	)	No. 3799 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County In Equity.
Mary A. Sterling et al.	)	

To the Honorable the Judges of said Court:

The petition of the Complainants in the above entitled cause, respectfully represents.

That Charles H. Sterling and Russell Sterling two of the defendants in the above entitled cause, have been duly summoned, but being infants they cannot answer and defend this suit for themselves and have no guardian within the jurisdiction of this Court to answer and defend for them.

The complainant therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound etc.

John B. Robins,
Solicitor for Complainant.

Order of Court.

Upin the foregoing petition it is ordered by the Circuit Court for Somerset County, Maryland, this 8th day of June nineteen hundred and twenty five that James R. Stewart, be and he is hereby appointed guardian ad litem to appear and answer for Charles H. Sterling and Russell Sterling infant defendants in the above dause.

Robt F. Duer, Judge.

And thereupon the said Guardian specially appointed filed in Court here the following answer, to wit:

Annie H. Barkley and Dr. Winter J. Barkley	)	No. 3799 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland.

The answer of Charles H. Sterling and Russell Sterling, infant defendants, in the above entitled cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County in Equity to the bill of complaint of Annie H. Barkley and Dr. Winter J. Barkley against them in said Court exhibited.

These defendants for answer to the said bill of complaint by their said guardian answer and say, that being ignorant of the matters charged in said bill and being infants of tender years, they cannot admit any of the allegations of the said bill but submit their rights to the protection of this Honorable Court. And as in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 23rd day of June 1925 the following petition , order of Court appointing Guardian and answer of Guardian was filed.

Annie H. Barkley and	)	No. 3799 Chancery
Dr. Winter J. Barkley	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland.

To the Honorable the Judges of said Court:

The petition of the complainant in the above entitled cause, respectfully represents: That Dorothy Sterling, the infant non resident defendant in the above entitled cause has been duly summoned to appear to the bill of complaint by the order ofpublication but being an infant she cannot answer and defend the suit for herself, and that she has no guardian within the jurisdiction of this Court, to answer and defend for her.

The complainant therefore prays your Honors to appoint a guardian ad litem to answer for her. And as in duty bound etc.

John B. Robins.
Solicitor for complainant.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset Countym Maryland, in Equity this 23rd day of July 1925, that James R. Stewart, be and he is hereby appointed guardian ad litem to appear and answer for Dorothy Sterling, non resident infant defendant, in the above cause.

Robt F. Duer, Judge.

Annie H. Barkley and Dr.	)	No. 3799 Chancery
Winter J. Barkley	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland.

The answer of Dorothy Sterling, non resident infant defendant, in the above entitled cause, by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County in Equity to the bill of complaint of Annie H. Barkley and Dr. Winter J. Barkley against her in said Court exhibited.

This defendant for answer to the said bill of complaint by her said guardian answers and says, that being ignorant of the matters charged in said bill and being an infant of tender years, she cannot admit any of the allegations of the said bill, but submits her rights to the protection of this Honorable Court. And in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 12th day of August 1925 the following petition for Decree pro confesso and order to take testimony was filed.

Annie H. Barkley and	)	No. 3799 Chancery
Dr. Winter J. Barkley	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	In Equity.

To the Honorable the Judges of the Circuit Court for Somerset County Maryland in Equity:

The petition of the complainant respectfully represents:

That the resident adult defendants Mary A. Sterling, William Byrd, Emma Byrd George Byrd Emma F. Byrd Beatrice Sterling have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear or to answer said bill of complaint within the time prescribed by the rules of this Court, and that the infant resident defendants, Charles H. Sterling and Russell Sterling have been duly summoned andhave appeared and answered said bill of complaint by James R. Stewart, guardian ad litem. and that the adult non-resident defendants, Victoria Hodges Wellington Hodges, Clifton Sterling and the infant non resident defendant Dorothy Sterling, have been duly summoned to appear to the bill of complaint in this cause by the order of publication but the said adult non -resident defendants have failed to appear or to answer said bill of complaint within the time prescribed in said order of publication and the rules of this Court, and that the infant non-resident defendant, Dorothy Sterling has appeared and answered said bill of complaint by James R. Stewart, guradian ad litem.

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The complainant therefore prays your Honors that the bill of complaint may be taken pro confesso against thesaid Mary A. Sterling, William Byrd, Emma Byrd George Byrd , Emma F. Byrd , Beatrice Sterling, non appearing and non-answering adult resident defendants, and against Victoria Hodges Wellington Hodges, Clifton Sterling, non-appearing and non-answering adult non-resident defendants, and that the complainant have leave to take testimony before one of the Standing examiners of this Court. And as in duty bound etc.

John B. Robins, Solicitor for complainant.

Annie H. Barkley and	)	No. 3799 Chancery
Dr. Winter J. Barkley	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland.

It appearing in the above entitled cause, that the adult resident defendants, Mary A. Sterling, William Byrd, Emma Byrd, George Byrd Emma F. Byrd, Beatrice Sterling have been duly summoned to appear to said bill of complaint, but have failed to appear or answer same within the time prescribed by the rules of this Court, and that the infant resident defendants, Charles H. Sterling and Russell Sterling have been duly summoned and have appeared and answered said bill of complaint by James R. Stewart, guardian ad litem, and that the adult non-resident defendants, Victoria Hodges, Wellington Hodges, Clifton Sterling and the infant non-resident defendant, Dorothy Sterling have been duly summoned to appear to the bill of complaint in this cause by the order of publication, but that the said adult non-resident defendants have failed to appear or to answer said bill of complaint within the time prescribed in said order of publication and the rules of this Court and that the infant nonresident defendant, Dorothy Sterling has appeared and answered said bill of complaint by James R. Stewart, guardian ad litem.

It is thereupon ordered this 12 day of August 1925, upon the foregoing petition adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity that the bill of complaint be and the same is hereby taken pro confesso against the said Mary A. Sterling, William Byrd, Emma Byrd, George Byrd, Emma F. Byrd, Beatrice Sterling, non appearing and non-answering resident adult defendants, and against Victoria Hodges Wellington Hodges and Clifton Sterling, non-appearing and non-answering non-resident adult defendants and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court, in order to substantiate the allegations in said bill of complaint.

Robt F. Duer, Judge.

And afterwards to wit on the 3rd September 1925 F. Douglass Sears Examiner in Chancery to whom the p papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony by him taken.

Annie H. Barkley and	)	
Dr. Winter J. Barkley her husband	)	No. 3799 Chancery
Vs.	)	In the Circuit Court
Mary A. Sterling, Victoria Hodges and Wellington	)	For Somerset County
Hodges her husband, Charles H. Sterling, Russell	)	Maryland
Sterling, Dorothy Sterling, Clifton Sterling, Beatrice	)	In Equity.
Sterling, William Byrd and Emma Byrd, his wife, George	)	
Byrd and Emma F. Byrd his wife.	)	

In this cause, an order having passed for testimony to be taken to support the allegations of this Bill I. F. Douglass Bears, one of the standing examiners of the Circuit Court for Somerset County in Equity duly appointed sworn etc. do hereby certify that on this 31st day of August, in the year nineteen hundred and twenty five in my office in Crisfield Maryland, I did take the following testimony to wit:

Annie H. Barkley a witness of lawful age, produced on the part of the plaintiff, being duly sworn deposes and says.

Int 1. Please state your name, age, residence and occupation?

Ans, Annie H. Barkley, age, 32 years residence Crisfield, Maryland, occupation housewife

Int 2. Are you acquainted with the parties to this suit? If so how long have you known them, and where do they reside.

Ans. I know all of them. I am the plaintiff with my husband, Dr. Winter J. Barkley. I have known the parties to this suit practicually all my life. My husband and I reside in Crisfield, Somerset County, Maryland, The defendants Mary A. Sterling Charles H. Sterling, Russell Sterling William Byrd, Emma Byrd, George Byrd and Emma F. Byrd all reside in Somerset County, Maryland. The defendants Victoria Hodges and Wellington Hodges, reside in the City of Chester, State of Pennsylvania, the defendant, Clifton Sterling, resides at Atlantic City New Jersey, the defendant, Beatrice Sterling resides in Berlin. Worcester County, Maryland, the defendant Dorothy Sterling resides in Chester, Pennsylvania.

Int 3. Please state the ages of all the parties to this suit.

Ans. All of the parties to this suit are above the age of 21 years, except the defendant, Charles H. Sterling, Russell Sterling and Dorothy Sterling who are infants under the age of 21 years.

Int 4. Pleas e state if any of the parties to this suit are non-residents of the state of Maryland?

Ans. All of the parties to this suit are residents of the state of Maryland, except Victoria Hodges, Wellington Hodges, Clifton Sterling, and Dorothy Sterling who are non-residents of the State of Maryland.

Int 5. Were you or not acquainted with Comer Sterling, and if so, is he living or dead. If dead when did he die. State whether or not he died intestate. Did or not leave a surviving widow, and who are her heirs at law.

Ans. I was not acquainted with Comer Sterling but I know he is dead. Hedied before May 8th 1894. He left a last will and testament bearing date March 9th 1894, duly recorded in the office of Register of Wills for Somerset County in Liber H.H.D. No. 6 folios 133 and 134. Said last will and testament of Comer Sterling deceased, is offered to the Examiner to be used as evidence in this cause, marked Exhibit A. He left a widow surviving him, Elizabeth Sterling who died in October, in the year nineteen hundred and twenty f our, intestate. The said Elizabeth Sterling in accordance with the conditions of the last will and testament of her husband, Comer Sterling deceased, offered the said last will and testament of Comer Sterling for probate in the office of the register of wills for Somerset County paid the funeral expenses of the said Comer Sterling and all his legal debts in accordance with the provision s of s aid will and took possession of the real estate of said decedent, and has not disposed of the said real estate during her life time, but was seized and possessed of the same at the time of her death, and thereupon in accordance with the provisions of said will the said real e state of the said Comer Sterling passed to the heirs of Samuel H. Sterling and Zadue L. Byrd both of whom are deceased remainderman under the said will.

Int 6. Please state who are the heirs at law of Samuel H/ Sterling deceased. and Zadue L. Byrd deceased, and state if the said Sterling and the said Byrd died intestate.

Ans. The said Samuel H. Sterling and the said Zadue L. Byrd are both dead, and died intestate the fomer having died in the year nineteen hundred and twenty and the latter having died after the death of Comer Sterling and before the death of the widow of the said Comer Sterling.

The heirs at law of Samuel H. Sterling are as follows:

The Plaintiff Annie H. Barkley a daughter who married Dr. Winter J. Barkley, The defendant, Mary A. Sterling widow of Samuel H. Sterling, The defendant Victoria Hodges, a daughter who married Wellington Hodges. The defendant Clifton Sterling a son, unmarried.

The defendant Beatrice Sterling a daughter, unmarried.

The defendants, Charles H. Sterling, Russell Sterling and Dorothy Sterling children of Hohn W. Sterling, a son of Samuel H. Sterling, who departed this life in the year nineteen hundred and twelve. The heirs at law of the said Zadue L. Byrd are as follows:

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He left no widow or children or grandchildren , but William Byrd a brother who married Emma Byrd George Byrd a brother who married Emma F. Byrd.

Int 7. Please state where the real estate of which the said Comer Sterling died seized and possessed and mentioned in his last will and testament is located, describe same and give your estimate of its value?

Ans. The said Comer Sterling died seized and possessed of a tract of land in Asbury District Somerset County Maryland containing about 2½ acres fronting on what is known as Dow's Road near property of John Stephens and I should say it is worth $1000. The said Comer Sterling and his widow Elizabeth Sterling were in possession of the said real estate for a period of about fifth years.

Int 8. Please state whether or not in your opinion the said real estate is susceptible of partition among the parties entitled to interests therein without material loss or injury to them. State your reasons.

Ans. The said real estate is not capable of partition among the said parties entitled to interesta therein without material loss and injury to them, and in my opinion in order to make division of said interests it is necessary to sell the said real estate and divide the proceeds among them according to their respective interests. There are quite a number of heirs, and a small tract of land with a dwelling upon it and I don't know of any way that this land could be divided and the dwelling divided among the said heirs without material injury to them. Then some of the parties are infants who could not legally enter into a division if it were possible to divide the property equitable among the heirs.

The only thing I can see is to sell the property at public sale and divide the proceeds among the heirs legally entitled to interests therein.

Int 9. Court's Question.

Ans. That's all. Annie H. Barkley

Test: F/ Douglass Sears.

Mary A. Sterling, a witness of lawful age, produced on the part of plaintiff being duly sworn, deposes and says:

Int 1. Please state your name, age, residence and occupation.

Ans. Mary A. Sterling age 65 residence Somerset County, Maryland occupation, housework.

Int 2. Please state if you have read the testimony of Annie H. Barkley, and if so whether or not it is true and if you will adopt it as your testimony in this cause.

Ans. I have read the foregoing testimony of Annie H. Barkley and the facts therein stated are true and correct, and I hereby adopt the same fully and at large as my own testimony in thisncause.

Court's Question.

Ans. I know nothing else. Mary A. Sterling,

Test: F. Douglass Sears.

There being no further witnesses present to be examined and at the suggestion of the solicitor for plaintiff the papers are herewith returned to Court, and I certify that the annexed bill of costs is correct. As witness my hand and seal this 31st day of August 1925.

F. Douglass Sears, (SEAL).

Examiner in Chancery.

Bill of costs.

Examiner $4.00

Mary A. Sterling
Witness .75
$5.75.

Exhibit A. referred to in the foregoing Testimony is as follows:

I, Comer Sterling of Crisfield, District, Somerset CountyMd., being os sound mind, knowing the certainty of death and not knowing the time thereof do make this my last will and testament (Revoking all others) in manner following that is to say:

1st: I do give and bequeath to my beloved wife Elizabeth Sterling the house and lot where I now reside together with all my personal property of each andevery kind to have and to hold for her use and benefit in any manner she may deem wise for her support, during her life time and the remainder if any at the time of her death to be equally divided between my nephew Samuel H.

Sterling and Zadue L. Byrd my wifes Brother, provided however my wife shall first pay my funeral expenses and whatever legal debts, I may own at the time of my death.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 9th day of March 1894.

Comer Sterling his X mark.

Test: Wm J. Porter Sarah A. Tull.

Signed sealed published and delivered by the above testator in our presence by the above named testator as and for his last will and testament in the presence of us, who at his request in his presence and in the presence of each other have hereunto subscribed our named as witnesses this 9th day of March 1894.

Test: Sarah A/ Tull

Theophilus Bethel

Wm J. Porter

State of Maryland, Somerset County to wit:

May 8th 1894, Then came Elizabeth Sterling and made oath on the holy Evangely of Almighty God that the foregoing instrument of writing is the true and whole last will and testament of Comer Sterling late of Somerset County deceased, that hath come to her hands or possession and that she doth not know of any other.

Before Robert F. Maddox Reg W. S. Co.

Somerset County to wit: May 8th 1894.

Then came Sarah A. Tull , Theopolus Bethel & Wm J. Porter the subscribing witnesses to the foregoing last will and testament of Comer Sterling late of Somerset County deceased and severally made oath on the Holy Evangely of Almighty God that they did see the Testator therein named sign and seal this will; that they heard him publish pronounce and declare that the same to be his last will and Testament That at the time of his doing he was to the best of their apprehension of sound and disposing mind memory and understanding capable of executing a valid deed or contract, and that they subscribed their names as witnesses to this will in the presence and at the request of the Testator andin the presence of each other.

Before Robert F. Maddox Reg W. S. Co.

Recorded in Liber H.H.D. NO. 6 folios 133 &134

Test: Robert F. Maddox Reg W. S. Co.

State of Maryland. Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law Keeper of the seal and of the Records and of the Original papers of the Orphans Court of Somerset County Do hereby certify that the aforegoing is a true and full copy of the last will and Testament of Comer Sterling late of said county deceased taken from Liber H. H. D. No. 6 folios 133 & 134. the same being one of the records kept in the office of the Register of Wills for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 12th day of May in the year of our Lord nineteen hundred and twenty five.

Hardy B. Cullen
Register of Wills for Somerset County.

And thereafter to witnon the 6th October 1925 the Circuit Court here passed the following decree in the premises to wit:

Annie H. Barkley and	)	No. 3799 Chancery
Dr. Winter J. Barkley her husband	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland.

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 6th day of October 1925, by the Circuit Court for Somerset County, Maryland, sitting in Equity, adjudged ordered and decreed that the property mentioned in these proceedings be sold; that John B. Robins be and he is hereby appointed Trustee to make said sale, 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 by the Clerk thereof, in the penalty of Two Thousand dollars if the surety thereon is a corporate surety and the penalty of Three Thousand dollars if the sureties thereon are personally sureties, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises, he shall then proceed to make the said sale after having given at least three weeks public notice byadvertisement inserted in some weekly newspaper published in Somerset County of the time, place and terms of sale by which terms shall be as follows: Cash. And as soon as may be convenient after such sale or sales the Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale, and upon obtaining the Court's ratification of the sale and upon the payment of the whole purchase price and not before the Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his her or their heirs, the property and estate to him her or them sold free, clear and discharged from all claims of the parties hereto plaintiffs and defendants, and those claiming by from or under them or any of them and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the directions 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.

Robt F. Duer, Judge.

And thereupon the said John B. Robins trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS: That we John B. Robins as principal of Crisfield, Maryland and the 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 Two Thousand 00/100 dollars ($2,000.00) 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 seventh day of October in the year of our Lord one thousand nine hundred and twenty five.

Whereas the above bounden John B. Robins by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County Md., has been appointed trustee to sell certain real estate mentioned in the proceedings in the case of Annie H. Barkley, Dr. Winter J. Barkley Vs. Mary A. Sterling. Victoria Hodges et al., in No. 3799 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden John B. Robins do and shall well and faithfully perform the trust reposed inhim 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.

Attest: John B. Robins (SEAL).

Mary J. Sterling. United States Fidelity and Guaranty Company.

By F. Douglass Sears, Atty in fact.

Attest: Mary J. Sterling. By John B. Robins, Atty in fact.

Which said Bond was thus thereon endorsed.

Bond approved W. Jerome Sterling, Clerk.

And thereafter on the 16th November 1926 the said trustee exhibited and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Annie H. Barkley and	)	NO. 3799 Chancery
Winter J. Barkley her husband	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The report of John B. Robins trustee under the decree in the above entitled cause to sell the real estate therein decreed to be sold, respectfully represents:

That after having given bond with approved security as required by the decree conditioned for the faithful performance of the trust reposed in him by said decree, and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement in The Crisfield Times, a weekly newspaper published in Somerset County, Maryland he did, pursuance to said notice attend at the Post Office door in Crisfield, Somerset County Maryland, on Saturday the 14th day of November nineteen hundred and twenty five at the hour of two O'clock P. M. and then and there proceeded to sell the said real estate at public auction as follows:

He offered the said real estat e as advertised in the said The Crisfield times, and as therein described and sold the same to Dr. Winter J. Barkley he being then and there the highest bidder therefor at and for the sum of $750.00 and the said purchaser has complied with the terms of sale by paying cash.

The total amount realized from the sale of the said real estate as advertised is $750.00.

And the Trustee brings into Court the money arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 14th day of November 1925, before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared John B. Robins the Trustee named in the eport of sale same being No. 3799 Chancery and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Seal of Notary.

F. Douglass Sears, N. P.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

Annie H. Barkley and Dr.	)	No. 3799 Chancery
Winter J. Barkley her husband.	)	In the Circuit Court
Vs.	)	For Somerset County
Mary A. Sterling et al.	)	Maryland, In Equity.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, Maryland in Equity this 16th day of November nineteen hundred and twenty five that the report of John B. Robins, Trustee, mentioned in the above cause and the sale of real e state by him reported, be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 16th day of December nineteen hundred and twenty five, provided a copy of this order be inserted in some weekly newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 16th day of December, 1925.

The report states the amount of sales to be $750.00.

W. Jerome Sterling, Clerk.

And now at this day to wit, on the 22nd day of December 1925 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: H. Jerome Sterling ,Clerk.

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Be it remembered that heretofore to wit on the 22nd day of October 1925 a certain Frank E. Hudson by his solicitor exhibited and filedin the Circuit Court here a certain mortgage executed and delivered to Frank E. Hudson by a certain George T. Littleton and others of said County and state which said mortgage is in the words following tonwit:

THIS MORTGAGE, made this nineteenth day of January in the year nineteen hundred and twenty three by George T. Littleton, Widower , J. Harry Young and Charlotte B. Young his wife, and J. Milton Clogg and Lillian O. Clogg his wife all of Worcester County and state of Maryland.

Whereas the said George T. Littleton J. Harry Young and Charlotte B. Young his wife and J. Milton Clogg and Lillian O. Clogg his wife, are justly indebted unto Frank E. Hudson of said county and state in the full and just sum of fifteen thousand dollars ($15,000) with interest thereon from the twenty sixth day of August A. D. 1922, for monies loaned and advanced as a part of the purchase money for the property hereinafter described and have given therefor their bill obligatory of even date herewith for said principal sum of fifteen thousand dollars ($15,000) drawn payable to the order of the said Frank E. Hudson, twelve months after date, and bearing interest from the twenty-sixth day of August A. D. 1922 at the rate of six per centum per annum, payable semi-annually, to better secure the prompt payment of which said monies and all interest thereon accrued and to accrue, when and as the same shall fall due and payable according to the tenor and effect of said bill obligatory this purchase money mortgage is executed.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar the said George T. Littleton, J. Harry Young and Charlotte B. Young, his wife and J. Milton Clogg and Lillian O. Clogg his wife do hereby grant and convey unto the said Frank E. Hudson his heirs and assigns all those tracts or parcels of land lying and being situate an or near the Pocomoke River above Rehobeth, in Brinkley's District, Somerset County and state of Maryland, which were by deed of even date herewith granted and conveyed unto the said George T. Littleton J. Harry Young and J. Milton Clogg by James M. Croskett, attorney and Francis D. Young and Miriam Dickinsen Young his wife, which said deed is to be recorded among the land records of said Somerset County immediately prior to therecording hereof it being also all and the same land which was by deed dated the eighteenth day of February A. D. 1920 granted and conveyed to a certain Harry F. Meelheim by J. Harry Young and others which said deed is duly recorded among the aforesaid Land Records in Liber W.J.S. No. 80 folios 86, et seq., to which said deeds and the references therein contained reference is hereby specially made for a full and particular description of the saud lands by metes and bounds, courses and distances, containing two hundred and fifty seven acres of land more or less.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the above mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property

which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid the said George T. Littleton J. Harry Young and Charlotte B. Young his wife, and J. Milton Clogg and Lillian O. Clogg his wife do hereby covenant to pay when legally demandablt. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable. and it shall be lawful for the said mortgagee his personal representatives or assigns or J. Shiles Crockett or James M. Crockett, their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns and which sale shall be made in the manner following, viz: Upon giving twenty days notice of the time, place manner and terms of sale by advertisement in some newspaper printed in said Somerset County and such other notice as by the property making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns, under this mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same, and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest andthe same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Five thousand dollars and to cause the policy to be effected thereunto to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee his personal representatives and assigns to the extent of the line or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said Mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Test:

Fitzgerald Crockett.

George T. Littleton (SEAL).

J. Harry Young (SEAL).

Charlotte B. Young (SEAL).

J. Milton Clogg (SEAL).

Lillian O. Clogg (SEAL).

State of Maryland, Worcester County to wit:

I hereby certify that on this 19th day of January in the year nineteen hundred and and twenty three before me the subscriber a Notary Public of the state of Maryland in and for Worcester County aforesaid, personally appeared George T. Littleton, J. Harry Young and Charlotte B. Young his wife and J. Milton Clogg and Lillian O. Clogg his wife, the mortgagors named in the foregoing mortgage and each severally acknowledged the foregoing mortgage to be their respective act act and deed, and at the same time and place also personally appeared before me Frank E. Hudson the mortgagee named in the aforegoing mortgage and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial seal.

Seal of Notary.

Fitzgerald Crockett, Notary Public.

Received for record 24th January 1923 and recorded in Liber W.J.S. NO. 83 folio 560 one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

I hereby assign the within mortgage to James M. Crockett for the purpose of foreclosure.

As witness my hand and seal this nineteenth day of October A. D. 1925.

Frank E. Hudson (SEAL).

Filed for record 22nd October 1925 and recorded in Liber W.J.S. No. 83 folio 560

Test: W. Jerome Sterling, Clerk.

Bill obligatory.

$15000.00.

For value received, twelve months after date we promise to pay to the order of Frank E. Hudson the sum of fifteen thousand dollars with interest thereon from the twenty sixth day of August 1922, at the rate of six per centum per annum, payable semi-annually.

Secured by mortgage of even date herewith upon what is sometimes known as the "Branner Farm" in Brinkley's District of Somerset County, Maryland, this day conveyed to George T. Littleton, J. Harry Young and J. Milton Clogg three of the undersigned by James M. Crockett Attorney and others.

In witness whereof we hereunto subscribe our names and affix our seals this the nineteenth day of January in the year nineteen hundred andtwenty three at Pocomoke City Maryland.

Witness:

Fitzgerald Crockett.

Revenue Stamp $3.00.

George T. Littleton (SEAL).

J. Harry Young (SEAL).

Charlotte B. Young (SEAL).

J. Milton Clogg (SEAL).

Lillian O. Clogg (SEAL).

For value received I assign the above bill obligatory to James M. Crockett and guarantee the payment of the same, principal and interest.

As witness my hand and seal this nineteenth daybof November 1925.

F. E. Hudson (SEAL).

And thereupon the said James M. Crockett Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we James M. Crockett of Worcester County and state of Maryland principal andthe American Surety Company, a corporation duly incorporated under the laws of the state of New York, surety are held and firmly bound unto the said State of Maryland in the full and just sum of Twenty Thousand dollars ($20,000.00) to be paid to the said state of Maryland or its certain attorney to which payment well andtruly to be made and done we bind outselves and each of us, our and each of our heirs , executors, administrators and assigns firmly by these presents. sealed with out seals and dated this 12th day of November 1925.

Whereas the above bounden James M. Crockett by virtue of the power contained in a mortgage from George T. Littleton and others to Frank E. Hudson dated the 19th day of January 1923, and recorded among the land records of said Somerset County in Liber W.J.S. No. 83 folio 560 etc. and assigned to the said James M. Crockett on the 19th day of January 1925, for the purpose of foreclosure is about to sell the land and premises in said mortgage described default having been made in the payment of the money as specified and in the condition and covenants therein contained

Now the condition of the above obligation is such that if theabove bounden James M. Crockett do and shall well and truly and faithfully perform the trust reposed in him by and 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 the said mortgaged property or the proceeds thereof the then this obligation shallbe void otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden James M. Crockett has hereto set his hand and seal and the said body corporate has caused these presents to be signed by Harry C. Dashiell its attorney and its corporate seal to be affixed thereto the day and year above written.

Test: James M. Crockett (SEAL).

Vaughn W. Wilkinson Corporate AMERICAN SURETY COMPANY

Test: Kathleen Ford. Seal. Harry C. Dashiell, Attorney.

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling Clerk.

And thereafter to wit on the 20th November 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit aforesaid filed are in the words following to wit:

In the matter of the trust created by a	)	
certain mortgage from George T. Littleton, J.	)	In the Circuit Court
Harry Young and Charlotte B. Young his wife	)	For Somerset County
and J. Milton Clogg and Lillian O. Clogg his	)	Maryland.
wife to Frank E. Hudson .	)	No. 3839 Chancery.
James M. Crockett assignee for the purpose	)	
of foreclosure. Ex Parte.	)	

To the Honorable the Judges of said Court:

The report of James M. Crockett assignee as hereinafter set forth respectfully shows; That under and by virtue of the power of sale contained in a mortgage from George T. Littleton J. Harry Young and Charlotte B. Young his wife and J. Milton Clogg and Lillian O. Clogg his wife, to Frank E. Hudson, bearingdate the nineteenth day of January, 1923, and recorded among the land records of said Somerset County in Liber W.J.S. No. 83, folios 560 et seq., which said mortgage was by the said Frank E. Hudson assigned to the said James M. Crockett for the purpose of foreclosure, default having occurred under the terms covenants and conditions of the said mortgage he the said James M. Crockett as assignee as aforesaid after having first filed in this Court a bond with security as required by law, which bond was duly approved in this Court, and after having given due public notice of the time, place manner andterms of sale by advertisement in the Marylander and Herald, a weekly newspaper printed and published in said Somerset County for at least twenty days prior to said sale, and also after having given notice of said sale by advertisement inserted in The Crisfield Times a newspaper published in the town of Crisfield in said Somerset County and in the Peninsula Enterprise a newspaper published in Accomack County Virginia, and also by hand bills posted in public places in said Somerset County, one ofwhich was posted at the Court House door in said Somerset County, the said James M. Crockett pursuant to said notice did attend at the time and place of sale advertised that is to say:

In front of the dwelling house on the premises hereinafterdescribed said premises lying on the County road leading from Pocomoke City to Rehobeth, opposite the Rehobeth Academy on Saturday, the fourteenth day of November, 1925 at the hour of eleven O'clock A. M. and did then and there

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proceed to sell at public auction the real estate in said mortgage conveyed, in manner following: that is to say: He first offered the said property in parcels three in number, with the understanding that such bids as might be received for said parcels would be reserved and that the said property would then be offered as a whole and that if the aggregate of the bids for the property in parcels should exceed the bid for the whole then the property would be sold to the persons offering the highest bids for the respective parcels, but if the bid for the whole property should exceed the aggregate of the bids for the property in parcels then the property would be sold as an entirety to the highest bidder for the whole. The total of the bids received for the three parcels into which said assignee had subdivided the said property amounted to Seventeen thousand, five hundred and seventy five dollars, The said James M. Crockett as assignee as aforesaid, then offered for sale at public auction to the highest bidder all the property by the said mortgage conveyed, being all those tracts or parcels of land together with the buildings and improvements thereon and the rights, privileges, and appurtenances thereto belonging lying and being situate on or near the Pocomoke River, above Rehobeth, in Brinkley's District Somerset County and state of Maryland, which were by deed dated the nineteenth day of January, 1923, granted and conveyed unto George T. Littleton J. Harry Young and J. Milton Clogg by James M. Crockett, Attorney and Francis D. Young and Miriam Dickinson Young. his wife, which said deed is duly recorded among the land records of said Somerset County. It being also all and the same property which was by deed dated the eighteenth day of February, 1920 granted and conveyed to a certain Harry F. Meelheim by J. Harry Young and others which said deed is duly recorded among the aforesaid Land Records in Liber W.J.S. No. 80 folios 86 et seq., to which said deed and the references therein contained reference is hereby specially made for a full and particular description of the said lands by metes and bounds, courses and distance containing two hundred and fifty seven acres of land more or less. After having received as the highest bid for the said whole property the bid of seventeen thousand and six hundred dollars, which exceeded the total of the bids for the parcels as aforesaid be then withdrew the sale of the property in parcels, accepted the said bid for the property as a whole and sold the said property as a whole to Sidney C. Ennis he being then and there the highest bidder therefor at the sum named, with the understanding that the assignee would pay the taxes for the said property for the year 1925 and with the understanding also that no crops growing on the said land would pass at said sale, except that the purchaser would take the landlord's share of the crop of rye now planted and growing on said farm. And the said Sidney C. Ennis has complied with the terms of said sale by paying to the said James M. Crockett as such assignee the said sum of Seventeen thousand and six hundred dollars in cash.

All of which is respectfully submitted.

James M. Crockett
Assignee for the pirpose of foreclosure.

State of Maryland, Worcester County to wit:

I hereby certify that on this nineteenth day of November in the year nineteen hundred and twenty five before me the subscriber a Notary Public of the state of Maryland in and for Worcester County aforesaid, personally appeared James M. Crockett assignee as in the above report of sale set forth, and he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

As witness my hand and Notarial seal.

Seal of Notary.

H. M. Walters.
Notary Public.

Upin which said report the following order was passed.

In the matter of the trust created by a certain	)	In the Circuit Court
mortgage from George T. Littleton, J. Harry Young and Charlotte B.	)	For Somerset County
Young his wife and J. Milton Clogg and Lillian O. Clogg, his	)	Maryland
wife to Frank E. Hudson. James M. Crockett assignee for	)	No. 3839 Chancery.
the purpose of foreclosure. Ex Parte.	)	

Ordered that the sale made and reported by James N. Crockett assignee for the sale of the real estate in the above cause described be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of December, 1925, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 18th day of December in the year nineteen hundred and twenty five.

The report states the amount of sales to be $17,600.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 5th day of January 1926 comes again into Court here the said trustee and on motion of the said Trustee the Court here passed the following order.

Ordered by the Circuit Court for Somerset County Maryland in Equity this 5th day of January 1926, that the sale made and reported by James M. Crockett assignee as set forth in the foregoing report of sale 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.

Robert F. Duer, Judge.

And th reupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per W. Jerome Sterling, Clerk.

"""""""

November Term 1925.

State of Maryland. Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity, begun and held at Princess Anne Town, in and for said county on the first Monday in November being the 2nd day of the same Month in the year of our Lord one thousand nine hundred and twenty five.

Were Present. Hon John R. Pattison Chief Judge
Hon. Joseph L. Bailey Asso Judge
Hon. Robert F. Duer Asso. Judge.

Luther Daugherty Cheriff. W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""""""""""""""""

Be it remembered that heretofore to wit on the 7th day of December 1925 a certain Trigg H. Peterman and wife of Somerset County and state of Maryland by H. Fillmore Lankford their solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Trigg H. Peterman and wife from Benjamin F. Williams and wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 18th day of May in the year nineteen hundred and twenty one by Benjamin F. Williams and Lola E. Williams his wife of Somerset County in the State of Maryland, Witnesseth:

Whereas the said Benjamin and Lola are indebted to Trigg H. Peterman and Mable M. Peterman his wife in the sum of Seven Hundred dollars for the purchase money of the first parcel of land hereinafter conveyed which said indebtedness is evidenced by the bill obligatory of the said Benjamin and Lola for said sum of seven hundred dollars dated evenly herewith payable to the said Trigg H Peterman and Mabel M. Peterman on the 19th day of March, nineteen hundred and twentyfour with interest from the 19th day of March, 1921, payable semi-annually from the 19th day of March 1921, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth that for andin consideration of the premises, the said Benjamin F. Williams and Lola E. Williams his wife do grant and convey unto the said Trigg H Peterman and Mabel M. Peterman his wife, as tenants by the entireties their heirs and assigns all those lots, tracts or parcels of land in East Princess Anne District Somerset County, Maryland, described as follows:

First: All that lot or parcel of land which was conveyed to the said Benjamin F. Williams and Lola E. Williams by the said Trigg H. Peterman and Mabel M. Peterman his wife by deed dated the 19th day of March 1921, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, in which said deed the Bank of Somerset, a body corporate has jointed being the same land which was conveyed to the said Trigg H. Peterman and Mabel M. Peterman by Edward G. Bounds and wife, Ralph B. Bounds, Carroll E. Bounds, Wade G. Bounds and Sarah Margaret Evans by deed dated the 29th day of November, 1919, recorded among the land records of said county in Liber W.J.S. No. 79 folio 444 etc.

Second: All those lots or parcels of land containing one acre more or less which were conveyed to the said Benjamin F. Williams and Lola E. Williams by Mamie G. Bounds or Mary C. Bounds and Edward G. Bounds her husband by deed dated the 10th day of January, 1920, recorded among said records in Liber W.J.S. NO. 79 folio 540 etc., and being all the land which was conveyed to the said Benjamin F. Williams and Lola E. Williams by the said deed.

And reference is hereby made to said deeds and the references in said deeds contained for full and accurate description of the lands hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees their heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagees the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments, public dues charged, mortgage debt and interest aforesaid the said Benjamin F. Williams and Mabel M. Williams do hereby covenant to pay when legally demandable But if default be made in the payment of said money as the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandablt, and it shall be lawful for the said Mortgagees their personal representatives or assigns, or H. Fillmore Lankford their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following viz: Upon giving twenty days' notice of the time, place manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said Mortgagees their personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors or to whomever may be entitled to the same, and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted. and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after andadvertisement and before a sale the said Mortgagors covenant to pay to the party advertisising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid and in the event that said property shall be sold under the powers hereby granted or under a decree of order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least three hundred dollars and to cause the policy to be affected thereunto be so framed or endorsed as in case of fire to inure to the benefti of the said Mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid the said Mortgagees are hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore

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first mentioned.

Witness the hands and seals of thesaid mortgagors.

Test: J. Frank Miles. Benj F. Williams (SEAL).

Lola E. Williams (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 18th day of May in the year nineteen hundred and twenty one before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared Benjamin F. Williams and Lola E. Williams his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me H. Fillmore Lankfore and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent and attorney of the Mortgagee in said mortgage and that he is authorized to make this affidavit.

J. Frank Miles. J.P.

Received for record May 25th 1921 and recorded in Liber W.J.S, No. 82 folio 472&c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

As collateral security for the payment of a mortgage from the undersigned and Charles C. Bounds and wife to the Bank of Somerset for eighty eight hundred dollars dated the 5th day of January 1921 and recorded among the land records of Somerset County in Liber W.J,S. NO. 82 folio 312 etc., we hereby assign the with in and foregoing mortgage to the Bank of Somerset, its successors and assigns and guarantee the payment of the same.

Witness our hands and seals this 22nd day of August nineteen hundred and twenty one.

Witness Trigg H. Peterman (SEAL).

Geo. Norman Pusey/ Mabel M. Peterman (SEAL).

Bill Obligatory

$700.00. May 18 1921

Secured by mortgage of even date herewith and for valuerr eceived on the 19th day of March, 1924 we promise to pay to the order of Trigg H. Peterman and Mabel M. Peterman his wife as tenants by the entireties seven Hundred dollars being for the purchase money for a part of the real estate conveyed by said mortgage with interest from 19th day of March 1921 payable semi-annually for 19th March 1921 and we hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness out hands and seals. Benj F. Williams (SEAL).

WitnessH. Frank Miles. Lola E. Williams (SEAL).

As collateral security for the payment of a mortgage from the undersigned and Charles C. Rounds and wife to the Bank of Somerset dated the 5th day of January, 1921 for the sum of eighty eight hundred dollars and recorded among the land records of Somerset County in Liber W.J.S. NO. 82 folio 312 etc., we hereby assign the within bill obligtory to the said Bank of Somerset its successors and assigns.

Witness our hands and seals this 22nd day of August 1921.

Witness Trigg H. Peterman (SEAL),

Geo. Norman Pusey/ Mabel M. Peterman (SEAL).

Assignment.

ASSIGNMENT.

THIS ASSIGNMENT OF MORTGAGE, made this 6th day of October nineteen hundred and twenty two by the "Bank of Somerset" a body corporate witnesseth:

Whereas by mortgaged dated the 18th day of May, 1921 recorded among the land records of Somerset County in the state of Maryland in Liber W.J.S. No. 82 folio 472 etc., Benjamin F. Williams and Lola E. Williams his wife granted and conveyed to Trigg H. Peterman and Mabel M. Peterman his wife the realestate in East Princess Anne District, Somerset County Maryland, fully described in said mortgage and whereas by assignment in writing dated the 22nd day of August, 1921 the said Trigg H. Peterman and Mabel M. Peterman his wife assigned said mortgage to the Bank of Somerset as collateral security as in said assignment mentioned and stated, which said assignment is also recorded among said records in Liber W.J.S. No. 82 folio 472 and which said mortgage was given to secure the payment of the sum therein mentioned.

Now this assignment of mortgage witnesseth that for and in consideration of the sum of one dollar and of other good and valuable considerations the said Bank of Somerset a body corporate as aforesaid hereby assigns sets over and transfers to the said Trigg H. Peterman and Mabel M. Peterman his wife, as tenants by the entireties their heirs and assigns all the right, title, interest and estate of the said Bank of Somerset in and to said mortgage and the mortgage debt by said mortgage secured, without recourse to said Bank of Somerset and that for the consideration aforesaid the said Bank of Somerset grants and conveys the real estatenin said mortgage described and conveyed unto the said Trigg H. Peterman and Mabel M. Peterman his wife as tenants by the entireties their heirs and assigns to have and to hold said real estate as though said assignment had never been executed and recorded and reference is hereby made to said mortgage for full and accurate description of said real estate.

Witness the corporate seal of said Bank of Somerset and the signature of H. Fillmore Lankford Vice President of said Bank of Somerset the day and year first above mentioned.

Witness: Corporate Seal. H. Fillmore Lankford,
Samuel H. Sudler. Vice President of Bank of Somerset.

State of Maryland Somerset Countyto wit:

I hereby certify that on this 6th day of October nineteen hundred and twenty two before me the subscriber a Notary Public of the state of Maryland in and for Somerset County personally appeared H. Fillmore Lankford known to me to be the Vice President of the Bank of Somerset, a body corporate and acknowledged the foregoing assignment to be the corporate act and deed of said Bank of Somerset a body corporate and the assigner in said assignment of mortgage.

Seal of Notary. Intestimony whereof I hereto subscribe my name and affix my notarial seal the day and hereinbefore witten.

Samuel H. Sudler, Notary Public.

And thereupon the said H. Fillmore Lankford Trustee filedin Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we H. Fillmore Lankford, of Somerset County in the State of Maryland, principal and the "Fidelity and Deposit Company of Maryland" a body corporate surety are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars to be paid to the said state of Maryland or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors administrators and successors in the whole and for the whole, jointly and severally firmly by these presents, sealed with our seals and dated this seventh day of December, nineteen hundred and twenty five.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Benjamin F. Williams and Lola E. Williams his wife to Trigg H. Peterman and Mabel M. Peterman his wife dated the 18th day of May, 1921, recorded among the land records of Somerset County Maryland in Liber W.J.S. No. 82 folio 472 etc., is authorized upon

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default to sell the real estate in said mortgage mentioned as Attorney named in said mortgage which said real estate is situated in Somerset County Maryland and whereas default has occurred under the terms conditions and covenants of said mortgage, and whereas the said H. Fillmore Lankford, as Attorney as aforesaid is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property.

Now the condition of the above obligation is such that if the above bounden H. Fillmore Lankford do and shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or ecree 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 said H. Fillmore Lankford, has hereto set his hand and seal and the said Fidelity and Deposit Company of Maryland a body corporate as aforesaid has caused these presents to be duly signed by H. Fillmore Lankford, its attorney in fact and its corporate seal to be affixed the day and year first hereinbefore first written.

Witness: H. Fillmore Lankford (SEAL).

James R. Stewart. Fidelity and Deposit Company of Maryland.

Corporate Seal.

By H. Fillmore Lankford its attorney in fact per power of attorney recorded in the office of the Clerk of Circuit Court for Somerset County Maryland.

Which said bond was thus thereon endorsed.

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to tiw on the 22nd December 1925, the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

H. Fillmore Lankford, Ex Parte)	
Trust created by mortgage from Banjamin F. Williams)	No. 3846 Chancery
and wife to Trigg H. Peterman.)	Circuit Court
)	For Somerset County
)	Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, Attorney namedin a mortgage from Benjamin F. Williams and Lola E. Williams his wife to Trigg H. Peterman and Mabel M. Peterman his wife dated the 18th day of May, 1921, recorded among the land records of said county in Liber W.J.S. NO. 82 folio 472 etc., respectfully represents.

That after default had occurred in the terms and covenants of said mortgage, and after having given bond with approved security conditioned for the faithful performance of the trust reposed in him by said mortgage as required by law and after having given at least twenty days previous notice of the time, place manner and terms of sale by advertisement in the "Marylander and Herald" a weekly newspaper printed in Somerset County, and by hand bills posted at the Court House door in Princess Anne, Maryland, and other public places in said county he did in pursuance of said notice, attend at the Court house foor in Princess Anne, Maryland, on Tuesday the 8th day of December, 1925, at or about the hour of 2.00 O'clock P. M. and then and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He first offered all that lot of land containing 11 acres more or less, about one half cleared and one half in woods, adjoining the lands of Walter C. Evans and wife, William J. Jones and wife, Elizabeth Fooks the lands of the heirs of Baldwin Pusey and other lands, being all the land conveyed to the said Benjamin F. Williams and wife by the said Peterman and wife by deed dated the 19th day of March 1921, recorded among said records in Liber W.J.S. No. 84 folio 307 etc., except so much thereof as has been conveyed by the said Banjamin F. Williams and wife to Walter C. Evans and wife andto William J. Jones and wife by deed duly recordedamong said records said lands lying and being in East Princess Anne Election District, in Somerset County, Maryland and the highest

therefor was made by the said Trigg H. Peterman and Mabel M. Peterman and was thesum of three hundred dollars. He offered all that lot of land in East Princess Anne Election District Somerset County Maryland containing one quarter of an acre more or less being all the land which was conveyed to the said Banjamin F. Williams and wife by Mamie C. Bounds and husband, by deed dated the 10th day of January 1920, recorded among said records in Liber W.J.S. NO. 79 folio 540 etc., except so much thereof as was conveyed by the said Benjamin F. Williams and wife to the said William J. Jones and wife adjoining the first lot hereinbefore described the land of William J. Jones and wife and the land of Orlando Ruark and others, and is improved by a storehouse and the highest bid therefor was that of the said Trigg H. Peterman and Mabel M. Peterman for one hundred and forty dollars.

He then offered said two lots of land together but received no bid therefor and he therefore reports that he sold said two lots of land to the said Trigg H. Peterman and Mabel M. Peterman at and for the sum of four hundred and forty dollars the sum of the two bids when said two lots of land were offered separately they being the highest bidders therefor.

And the said Attorney further reports that the said purchasers the said Trigg H. Peterman and Mabel M. Peterman have complied with the terms of sale to the satisfaction of the said Attorney.

And the said Attorney makes the following distribution of the proceeds ofsaid sale.

Purchase money		$440.00.
Clerk's fees $11.25. Colicitor's fee $10.00.	$21.25	
Advertising sale and order nisi	28.25	
Auctioneer $2.00 costs of Bond $5.00	7.00	
Taxes paid	22.92	
Commissions to attorney chancery rule	34.80	114.22
Balance on account of mortgage debt/		$325.78

And the said Attorney prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford
Attorney named in said mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 22nd day of December, nineteen hundred and twenty five before me the subscriber aClerk of the Circuit Court for Somerset County personally appeared H. Fillmore Lankford the attorney named in the foregoing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Circuit Court here passed the following order.

H. Fillmore Lankford, Ex Parte	)	In the Circuit Court
Trust created by mortgage from Banjamin F.	)	For Somerset County
Williams and Lula E. Williams his wife to	)	Maryland
Trigg H. Peterman and wife.	)	No. 3946 Chancery.
	)	

Ordered by the Circuit Court for Somerset County Maryland in Equity this 22nd day of December , nineteen hundred andtwenty five that the report of H. Fillmore Lankford, the Attorney mentioned in the above cause, and the sales by him reported and the distribution of the proceeds of said sales by him made in said report be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 25th day of January 1926, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 22nd day of January 1926.

The report states the amount of sales to be $440.00.

Robt F. Duer, Judge.

And thereafter to wit on the 27th day of January 1926 the said trustee comes in to Court here and on motion of the said trustee the Court here passed the following order to wit:

H. Fillmore Lankford, Ex Parte	)	No. 3846 Chancery
Trust created by mortgage from Benjamin F. Williams	)	In the Circuit Court
and wife to Trigg H. Peterman and wife.	)	For Somerset County
	)	Maryland.

It having been proved to the Court here that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 27th day of January nineteen hundred and twenty six, ordered by the Circuit Court here for Somerset County, Maryland in Equity, that the within report of H. Fillmore Lankford, Attorney and the sales by him reported and the distribution of the proceeds of said sales made by him in said report be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: H. Jerome Sterling ,Clerk.

"""

T. James Stevens et als.	)	Be it remembered that heretofore to wit on the 14th September
Ex Parte.	)	1922 a certain T. James Stevesna and others by Gordon Tull
	)	their solicitor filed in Court here a petition and affidavit
		which said petition and affidavit is in the words following
		to wit:

To the Honorable the Circuit Court for Somerset County in Equity:

The petition of T. James Stevens and Oscar E. Stevens, executors of the last will and Testament of Henry E. Stevens deceased and Martha Stevens and Roy Stevens, all of Ashland in the State of Pennsylvania, respectfully represents:

That their father, a certain Henry E. Stevens being seized and possessed of a farm or real estate in East Princess Anne District, Somerset County, Maryland departed this life in Ashland Pa., leaving a last will and testament dated Ded 31st 1919, which has been duly admitted to probate and recorded or a certified copy thereof recorded among the wills records of Somerset County in Liber L. R. No. 32 folio 180 a duly certified of which is herewith filed as part hereof marked Exhibit A.

That by the said will the said Henry E. Stevens leaves the said farm or real estate in Somerset County to his four children, viz: T. James Stevens Oscar E. Stevens, Martha Stevens and Roy Stevens that is to say he leaves or directs therein that the same be sold and the proceeds divided equally among the said four children, but although he leaves two of said children viz: James and Oscar executors of said will, he only directs that the said land be sold without naming who are to sell the same.

Your petitioners therefore pray that Gordon Tull be appointed trustee by this Court to sell and convey the said real estate as we have already given him a power of attorney so to do and to apply the moneys arising from such sale or sales to the purposes intended by said will.

And as in duty bound &c.

T. James Stevens

Oscar E. Stevens

Gordon Tull
Atty for Petitioners.

Roy Stevens

Martha Stevens
Petitioners and Devisees and Executors.

State of Pennsylvania City of Ashland County of Schuylkill to wit:

I hereby certify that on this 31st day of August 1923, before me the subscriber a Notary Public of the state of Pennsylvania, in and for the county of Schuylkill, and City of

Ashland, personally appeared T. James Stevens, Oscar E. Stevens, Martha Stevens and Roy Stevens devisees under the will of Henry E. Stevens decd., and made oath in due form of law that the matters and things stated in the above petition are true as therein stated to the best of their knowledge information and belief.

Witness my hand and official seal the day and year above written.

Seal of Notary.

Joseph McFadden J.P.
Notary Public
Commission expires 1924.

And thereafter to wit on the 15th September 1923 the Circuit Court here passed the following decree in the premises to wit:

T. James Stevens-Oscar Stevens,)	No. Chancery
Roy Stevens and Martha Stevens,)	In the Circuit Court
Ex Parte.)	For Somerset County.
)	

Whereas Henry E. Stevens late of Schuylkill County in the state of Pennsylvania, deceased, by his last will and testament duly recorded among the wills records of Somerset County, devised all of that farm located in Somerset County , Maryland, near West Post Office, now known as the Henry E. Stevens farm, to be sold, and the proceeds divided equally among his four children, Viz: T. James Stevens, Oscar Stevens, Roy Stevens and Martha Stevens, and

Whereas the said Henry E. Stevens named the said T. James Stevens and Oscar Stevens as the executors of the said last will but did not expressly clothe them with the power of sale of the said real estate so demised to be sold and

Whereas the said T. James Stevens , Oscar Stevens executors and the said Roy Stevens and Martha Stevens all legatees in Equal shares of the proceeds of sale of the said farm, has filed the petition in this Court praying that a trustee may be appointed by this Court to sell the said real estate and convey the same to the purchaser thereof.

It is thereupon this 15th day of September 1923, by the Circuit Court for Somerset County in Equity adjudged ordered and decreed that Gordon Tull be and he is hereby appointed trustee to sell the real estate in Somerset County demised by the said Henry E. Stevens in his said last will to be sold, according to the terms of said will.

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 three 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 at least three week's notice by advertisement inserted in such weekly newspaper or newspapers published in Somerset County as he shall think proper of the time, place, manner and terms of sale which shall be one half cash, balance in six months or all cash at the option of the purchaser, and soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale with an affidavit annexed of the truth thereof and of the fairness of said sale, andon obtaining the Court's ratification of the sale and on the payment of the whole purchase money 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 or assigns the property and estate to him her or them sold free clear and discharged from all claims of the parties hereto 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 the Court, after deducting costs of this suit, andsuch 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.

Robt F. Duer,

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And thereupon the said Gordon Tull Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS THAT WE, Gordon Tull, principal and Aden Davis and Francis H. Tull sureties all of Somerset County and State of Maryland are held and firmly bound unto the stateof Maryland in the full and just sum of three 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 administragors, jointly and severally firmly by these presents, sealed with our seals and dated this 28th day of September in the year 1923.

Whereas the above bounden Gordon Tull by virtue of a decree of the Circuit Court for Somerset County has been appointed trustee to sell the property mentioned in the proceedings in the case of T. James Stevens , Oscar Stevens, Roy Stevens and Martha Etevens, petitioners exparte to sell the real estate of Henry E. Stevens, deceased, now pending in this Court.

Now the condition of the above obligation is such that if the above bounden Gordon Tull do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by and 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.

Witness our hands and seals the day and year above written.

Test: Harry E. Muir. Gordon Tull (SEAL).
Aden Davis (SEAL).
F. H. Tull (SEAL).

Which said bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And afterwards to wit on the 13th January 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following, to wit:

T. James Stevens et als Ex Parte.) No. 3663 Chancery
) In the Circuit Court
For Somerset County.

To the Honorable the Judge of the Circuit Court for Somerset County in Equity:

The report of Gordon Tull trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows: that after giving Bond with security for the faithful discharge of the trust as required by said decree and giving notice of the time, place manner and terms of sale by the advertisement in the Marylander and Herald a paper printed in said Somerset County once a week for three successive weeks before the day of sale and by hand bills extensively circulated in said County he did pursuant to said notice attend at and in front of the Court House door Princess Anne Md., on the 27th day of November in the year nineteen hundred and Twenty three at about 2.30 O'clock P. M. and then and there did proceed to sell said property.

That is to say your trustee offered by public auction the property mentioned in said decree and in said advertisement, and particularly described as follows: All that farm consisting of two lots of land situate lying and being in East Princess Anne District, Somerset County Maryland, which Henry E. Stevens purchased of H. D. Yates and wife by deed made this 5th day of June, 1917, and recorded in Liber W.J.S. No.73 folio 151 and further described as follows, as per a copy of the advertisement of sale herein filed:

1. All that tract of land binding on the south side of the county road leading from Princess Anne to West Post Office adjoining the land of S. M. Pusey and S. S. Brewer and containing 100 acres of land more or less, being the same land conveyed unto Wm L. Pryor by J. E. Pruitt Sheriff on the 9th day of January 1917, and recorded in Liber W.J.S. No. 71 Folio 467.

No. 2 All that tract of land adjoining the above tract containing 6.96 acres of land more or less which was conveyed unto the said W. L. Pryor and J. U. Cantwell and wife on the 18th day of Dec.

1916, which deed is recorded in Liber W.J.S. No. 71 folio 392 and by the said Pryor and wife conveyed to said Yates.

That at the said sale your trustee never had a bid for the said land or an offer save $1500.00 placed thereon as a starter by a representative of the heirs and owners thereof and in consequence thereof and for the want of a bona fide bidder the trustee withdrew the sale thinking that the same was worth more money than the $1500.00 offered that after the said sale was withdrawn your trustee then offered the same by advertisement for one year in the local colums of the said Marylander & Herald at private sale during which year the said farm was advertised at private sale, there was not even an inquity much less an offer.

Your trustee further reports that it has been impossible to sell the said farm and tracts of land either at public or private sale and in order to get rid of the trust he has made arrangements with the heirs at law of said Henry E. Stevens and the true and only owners of said land viz: T. James Stevens Oscar E. Stevens, Martha Stevens and Roy Stevens to take the said property off his hands at their bid at the said sale and they have agreed to and have paid all the costs and Commissions incident to the said sale and agreed to take the said property at $1500.00 and have it conveyed to them and consequently your trustee has sold the same to said T. James Stevens, Oscar E. Stevens, Martha Stevens and Roy Stevens heirs at law of Henry E. Stevens deceased, they being then and there the highest bidder therefor at the sum of Fifteen Hundred dollars ($1500.00) and said purchasers has complied with the terms of sale.

And your trustee prays your Honor to ratify the said sale and the following distribution of the proceeds thereof.

Whole amoung of sale of said lands		$1500.00.
Solicitor $10.00 Commissions $99.00.	$119.00.	
Auctioneer	2.00	
Public advertisement and order nisi	24.00	
Clerks Costs accrued and to accrue	27.00	
	$172.00	
Balance due heirs and owners after deducting expenses of sale		$1328.00

Distributed as follows.

¼ to T. J. Stevens one of the owners and heirs	$332.00
¼ to Oscar E. Stevens	$332.00
¼ to Martha Stevens	$332.00
¼ to Roy Stevens	$332.00.

Respectfully submitted &c.

Gordon Tull, Trustee.

State of Maryland. Somerset County Sct:

On this 12th day of Jany nineteen hundred and twenty six personally appeared before me Clerk of the Circuit Court for Somerset County Gordon Tull Trustee named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling,
Clark of Court as aforesaid.

Upon which said report the Circuit Court here passed the following order.

T. James Stevens et als Ex Parte.) No. 3663 Chancery
) In the Circuit Court
) For Somerset County.

Ordered this 13th day of January 1926, that the sale of property mentioned in these proceedings and the distribution of the proceeds thereof contained in the report thereof made and reported by Gordon Tull trustee to sell the real estate of Henry E. Stevens late of Somerset County deceased, and the same being No. 3663 on the Chancery docket of said Court be ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of February

next provided a copy of this order be inserted in some weekly newspaper publiched in Somerset County once in each of three successive weeks before the 20th day of February next.
The report states the amount of sales to be $1500.00.

Robert F. Duer, Judge.

And now at this day to wit on the 23rd day of February 1926 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

T. James Stevens et als ex Parte.	)	In the Circuit Court
	)	For Somerset County
	)	In Equity No. 3663 Chancery.

Ordered by the Court this 23rd day of February 1926, that the sale made and reported by the Trustee aforesaid and the distrubution of the proceeds thereof 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robt F. Duer.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

I. Samuel Lawson	)	Be it remembered that heretofore, to wit on the 10th day of
Vs.	)	June 1925 a certain I. Samuel Lawson by Clarence P. Lankford
C. Gray Lawson and others.	)	his solicitor exhibited and filed in the Circuit Court here

a bill of complaint against C. Gray Lawson and others which said bill of complaint is in the words following to wit:

I Samuel Lawson	)	
Vs.	)	No. 3811 Chancery
C. Gray Lawson, Emma Lawson, George W. Lawson Jr.	)	In the Circuit Court
Dora Lawson, Eva Maddrix, Wilmer Lawson, Norman	)	For Somerset County.
Kawson and C. Gray Lawson Executor of the Last	)	
Will and Testament of George W. Lawson, deceased.	)	

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:
The Bill of Complaint of I. Samuel Lawson of Somerset County, in the state of Maryland who sues as well for himself as all other creditors of George W. Lawson late of Somerset County in the state of Maryland, deceased who will come in and contribute to the expenses ofnthis suit, respectfully represents.

First: That your orator is an undertaker and as such furnished the coffin and incurred other necessary expenses in the burial of the said George W. Lawson, late of Somerset County, deceased, which said funeral expenses amounted in the aggregate to the sum of one hundred and forty four dollars ($144.00) as will more fully appear by reference to a statement of said account herewith filed as a part of this bill marked Exhibit A".

Second: That the said George W. Lawson was in his lifetime indebted unto your orator in the full and just sum of two hundred and fifty one dollars ($251.00) for expenses incurred in the burial of the wife of the said George W. Lawson as will more fully appear by reference to a statement of said account herewith filed as a part of this bill marked Exhibit "B".

Third: That the said George W. Lawson being so indebted as aforesaid unto your orator and also unto divers other persons and leaving personal estate of small value, and upon thich no administration has

been granted but leaving real estate of considerable value in Asbury District, Somerset County, in the state of Maryland departed this life on or about the 22nd day of March in the year nineteen hundred and twenty five leaving a last will and testament bearing date the nineteenth day of February in the year nineteen humdred and twenty five, which has been duly admitted to probate in the Orphans Court for Somerset County, and recorded among the Testamentary Records of said Somerset County in Liber L. R. No. 32 folio 336 etc., by which said last will and testament the said George W. Lawson devised and bequeathed all his property and estate of every kind and description, real, personal and mixed and wheresoever situated unto his son, C. Gray Lawson, his daughter, Emma Lawson his son, GGeorge W. Lawson Jr., his daughter, Dora Lawson, his daughter, Eva Maddrix his son, Wilmer Lawson and his son, Norman Lawson their heirs, personal representatives and assigns, share and share alike, as will more full appear by a duly certified copy of said last will and testament herewith filed as a part of this bill marked Exhibit "C".

Fourth: That all the defendants are above the age of twenty one years and all reside in Somerset County in the state of Maryland.

Fifth: That while the said George W. Lawson by his said last will and testament appointed his son, C. Gray Lawson, executor of his said estate no letters of administration have ever been granted on said personal estate, and the said personal estate is of small value and is not sufficient to pay the costs of administration and the debt due and owing by the said George W. Lawson at the time of his death, and your orator is advised that his claim as set forth in said Exhibit "A" being for funeral expenses in the burial of the said deceased, and not exceeding the sum of Three Hundred dollars is to be considered under the law as the debt of the said deceased, and your orator is advised that he is entitled to have the said real estate sold for the payment of his said claims and the other creditors of the said deceased, but your orator is unable to obtain adequate relief, or have said real estate sold, without the aid of this Court.

To the end therefore:

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the said real estate of thesaid George W. Lawson or so much thereof as may be necessary for the purpose may be decreed to be sold for the payment of the claims of your orators and of the other creditors of the said deceased.

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

May it please your Honors to grant unto your orators the writ of the state of Maryland of subpoena directed to the said C. Gray Lawson, Emma Lawson, George W. Lawson Jr., Dora Lawson, Eva Maddrix Wilmer Lawson, Norman Lawson and C. Gray Lawson, executors of the last will and testament of George W. Lawson, deceased, commanding them andeach of them to be and appear in this Court on some certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed. And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainant.

Exhibit A referred to in the foregoing Bill is as follows;

Crisfield Md. June 1st 1925.

Estate of the late Geo. W. Lawson deceased.

To I. S. Lawson Dr.

Funeral Director and Embalmer.

March 22nd 1925.	To Casket for the late Geo. W. Lawson deceased.	$105.00	
	To Underware shirt hose Etc.	4.00	
	Tp Vault opening grave &c.	35.00	
			$144.00.

Exhibit B referred to in the foregoing Bill is as follows:

EGOA6

Crisfield Md. June 1st 1925.

Mr. Geo. W. Lawson

To I. S. Lawson Dr.

Funeral Director and embalmer.

Nov. 7th 1925.	To Casket for wife the late E. Alice Lawson, deceased	$200.00.
	To Gray silk dress for burial	16.00
	To opening grave vault &c.	35.00
		$251.00.

Exhibit C referred to in the foregoing report is as follows:

I. George W. Lawson of Somerset County in the state of Maryland, being of sound and disposing mind, memory, and understanding and contemplating the certainty of death but the uncertainty of the time thereof, do make this my last will and testament that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

Item 1. Igive devise and bequeath all my property and estate of every kind and description real, personal and mixed, and wheresoever situated unto my son, C. Gray Lawson, my daughter, Emma Lawson my son George W. Lawson Jr., my daughter, Dora Lawson, my daughter Eva Maddrix, my son Wilmer Lawson and my son Norman Lawson their heirs, personal representatives and assigns, share and share a alike.

Item 2, I hereby constitute and appoint my said son, C. Gray Lawson to be the Executor of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this nineteenth day of February in the year nineteen hundred and twenty five.

G. W. Lawson (SEAL).

Signed sealed published and declared by the above named testator as and for his last will and testament in the presence of us, who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses thereto.

Warren F. Sterling

Thomas C. Hill

Clarence P. Lankford.

Somerset County to wit: April 11, 1925.

Then came C. Gray Lawson and in the presence of Almighty God solemnly promised and declared that the foregoing instrument of writing is the true and whole last will and testament of George W. Lawson late of Somerset County deceased, that hath come to his hands or possession and that he doth not know of any other and that the same was delivered to him by the tetator.

Before Hardy B. Cullen Reg W. S. Co.

Somerset County to wit: April 11, 1925.

Then came Warren C. Sterling, Thomas C. Hill and Clarence P. Lankford the subscribing witnesses to the foregoing last will and Testament of George W. Lawson, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testator therein named sign and seal this will that they heard him publish, pronounce and declare the same to be his last will and testament. That at the time of his so doing he was to the best of their apprehension of sound and disposing mind memory and understanding capable of executing a valid deed or contract and that they subscribed their names as witnesses to this will in the presence and at the request of the Testator andin the presence of the other subscribing witnesses thereto.

Before Hardy B. Cullen, Register of Wills for Somerset County.

State of Maryland Sct:

In the Orphans' Court for Somerset County

The Court having carefully examined the above last will and testament of George W. Lawson late of Somerset County, deceased and also the evidence adduced as to its validity orders and decrees this 15th day of April 1925 that the same be admitted in this Court as the true and genuine last will

and Testament of the said George W. Lawson deceased.

John R. Corbin) Judges of the Orphans' Court for Somerset County.

Asbury S. Henderson) Test: Hardy B. Cullen W. S. Co.

Filed for record April 14, 1925 and recorded in Liber L. R. No. 32 folio 336.

Test: Hardy B. Cullen Reg W. S. Co.

State of Maryland, Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law keeper of the seal of the Records and of the Original Papers of the Orphand Court of Somerset County do hereby Certify that the aforegoing is a true and full copy of the last will and testament and probate thereof of George W. Lawson late of said county deceased, taken from Liber L. R. No. 32 folio 336 the same being one of the Records kept in the office of the Register of Wills for Somerset County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 10th day of June in the year of our Lord, nineteen hundred and twenty five.

Hardy B. Cullen, Register of Wills for Somerset Co.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To C. Gray Lawson, Emma Lawson, George W. Lawson Jr., Dora Lawson, Eva Maddrix, Wilmer Lawson, Norman Lawson and C. Gray Lawson executor. of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in July next to answer the complaint of I. Samuel Lawson against you in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 10th day of June Anno Domini 1925.

Per order W. Jerome Sterling. Clerk.

At which said first Monday in July theday of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in formeaforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy of subpoena left with each defendant.

Luther Daugherty, Sheriff.

And thereafter on the 19th August 1925 the said complainant by his solicitor aforesaid filed in Court here a petition , decree pro confesso and order to take testimony in the words following to wit:

I. Samuel Lawson	)	No. 3817 Chancery
Vs.	)	In the Circuit Court
C. Gray Lawson and others.	)	For Somerset County.

To the Honorable the Jusges of the Circuit Court for Somerset County in Equity:

The petition of the complainant respectfully represents:

That the adult defendants, C. Gray Lawson, Emma Lawson, George W. Lawson, Dora Lawson Eva Maddrix, Wilmer Lawson, Norman Lawson and C. Gray Lawson. Executor of the last will and testament of George W. Lawson dedeased, have been duly summoned to appear to the bill of complaint of this cause, and have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

The complainant therefore prays that the bill of complaint may be taken pro confesso against the said C. Gray Lawson, Emma Lawson, George W. Lawson Dora Lawson, Eva Maddrix, Wilmer Lawson, Norman Lawson and C. Gray Lawson, Executor of the last will and testament of George W. Lawson deceased, non answering adult defendants, and that the complainant have leave to take testomony

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before one of the standing examiner of this Court.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainant.

I. Samuel Lawson	)	No. 3817 Chancery
Vs.	)	In the Circuit Court
C. Gray Lawson and others.	)	For Somerset County.

It appearing in the above entitled cause that the adult defendants, C. Gray Lawson, Emma Lawson, George W. Lawson, Dora Lawson, Eva Maddrix Wilmer Lawson , Norman Lawson and C. Gray Lawson executor of the last will and testament of George W. Lawson, deceawed have been duly summoned to appear to the bill of complaint in this cause but have failed to appear to answer said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon this 19th day of August nineteen hundred and twenty five upon the foregoing petition adjudged ordered and decreed by the Circuit Court for Somerset County in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said C. Gray Lawson, Emma Lawson George W. Lawson Dora Lawson Eva Maddrix, Wilmer Lawson Norman Lawson and C. Gray Lawson, executor of the last will and testament of George W. Lawson, deceased, non appearing and non answering adult defendants and it is further ordered that the complainant haveleave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And afterwards to wit on the 29th day of October 1925 F. Douglass Sears examiner in Chancery to whom the papers in theforegoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony by him taken and with him filed in the words following to wit:

I. Samuel Lawson	)	NO. 3817 Chancery
Vs,	)	In the Circuit Court
C. Gray Lawson et al.	)	For Somerset County.

In this cause, an order having been passed for the taking of testimony to support the allegaions of the Narr, I F. Douglass Sears, one of the Standing examiners of the Circuit Court for Somerset County duly appointed sworn etc., did take the following testimony in my place of business on this 28th day of October, 1925, to wit:

I. Samuel Lawson a witness of lawful age, produced on the part of the complainant being first duly sworn deposes and says:

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

Ans. My name is I. Samuel Lawson age 68 years, residence Crisfield, Somerset County Maryland and my occupation undertaker.

Int 2. Are you acquainted with the parties to this suit, If so where do they reside.

Ans. I am the complainant and as I have stated live in Crisfield, Somerset County, Maryland, all the defendants reside in Somerset County Maryland, and I am well acquainted with all of them.

Int 3. Did you or not know George W. Lawson. If so is he living or dead and if dead when did he die, Dis he or not leave a last will and testament.

Ans. I was well acquainted with George W. Lawson, He was my brother, he is dead, having died on the 22nd day of March nine teen hundred and twenty five He left a last will and testament and the paper now shown me marked Exhibit "C" is a certified copy of said last will and testament.

Int 4. Please state who furnished the coffin and superintended the funeral of the said George W. Lawson.

Ans. I furnished the coffin and underwear and vault, and superintendended the funeral of the said George W. Lawson.

Int 5. State what was the amount of your bill for the same whether or not it has been paid, State whether or not the amount of your bill charged in this matter is what you usually charge for like

supplies and services in similar cases.

Ans. The amount of my bill is $144.00 and no part of the same has been paid. The charge is the same as made in similar cases and is a reasonable charge. The paper shown me Marked Exhibit "A" is a statement of said indebtedness.

Int 6. Please state whether of not the said George W. Lawson was indebted to you at the time of his death in any other sums of money and if so in what sum was he so indebted to you and what was the same for.

Ans. The said George W. Lawson was also indebted to me at the time of his death in the sum of $251.00 for expenses incurred in the burial of his wife, the late Mrs. E. Alice Lawson, The paper shown me marked Exhibit "B" is a statement of said indebtedness.

Int 7. Please state whether or not the said George W. Lawson left any personal estate, and if so what was its value, and had or not administration ever been granted on said personal estate?

Ans. The said George W. Lawson left a small personal estate and no administration has been granted on said personal estate, Whatever personal estate he left was of comparative small value and not sufficient to pay the costs of administration and the debts owing by the said George W. Lawson at the time of his death

Int/ 8 State what real estate if any the said George W. Lawson owned at the time of his death where it is located and what in your opinion is its value.

Ans. The said George W. Lawson was seized and possessed at the time of his death of a house and lot in Asbury District, Somerset County Maryland. The land is located on the East side of the County road leading from the Crisfield High School to Jenkins Creek Bridge, and on the North side of the county road leading from the above mantioned County Road to Asbury Methodist Episcopal Church and is bounded on the North by the land of W. McGee Riggin and on the East by the land of Norman Lawson. I should think it contsins about an acre or so and is thesame place where the said George W. Lawson resided at the time of his death. I should suppose the said real estate is worth about $1000.00.

Court Question:

Ans. I know nothing further material to the matter at issue.

Witness: I. Samuel Lawson.

F. Douglass Sears.

C. Gray Lawson a witness of lawful age, produced an the part of the complainant being first duly sworn deposes and says:

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

Ans. My name is C. Gray Lawson my age 60 years my residence Crisfield Somerset County Maryland my occupation employed in railroad office at Crisfield Maryland.

Int 2. Are you acquainted with the parties to this suit. If so where do they reside.

Ans. I am one of the defendants. I have known the complainant I Samuel Lawson all my life and he lives in Crisfield, Maryland The defendant Emma Lawson, George W. Lawson Jr/, Dora Lawson Eva Maddrix, Wilmer Lawson and Norman Lawson are my brothers and sisters, They all reside in said Somerset County Maryland.

The complainant and all the defendants are above the age of twenty one years.

Int 3. Were you or not acquainted with George W. Lawson If so is he living or dead, and if dead, when did he die Did he or not leave a last will and testament.

Ans. I was acquainted with George W. Lawson He was my father he is dead having died on the 22nd day of March nineteen hundred and twenty five He left a last will and testament and the paper now shown me marked Exhibit "C" is a certified copy of said last will and testament of the said George W. Lawson my father.

Int 4. Please state who furnished the coffin and superintended the funeral of the said George W. Lawson.

Ans. Mr. I. Samuel Lawson, the complainant in this cause was the undertaker who furnished the coffin and other necessaries for the said George W. Lawson and who superintended the funeral.

Int 5. Mr. I. Samuel Lawson the undertaker has charged $144.00 for furnishing the casket and other things for the said George W. Lawson and for superintending the funeral of the said George W. Lawson What have you to say as the reasonableness of charges.

Ans. I think the price charged by him for the things he furnished by him and the services rendered by a fair and reasonable price.

Int 6. State whether or not the said George W. Lawson left any personal estate and if so what was its value and whether or not there has been any administration granted on said personal estate.

Ans. By the last will and testament of the said George W. Lawson he appointed me as Executor, but the personal estate is of small value and no letters of administration have been granted. The personal estate was as I have said small in value, not worth ever fifty dollars, and is not sufficient to pay the costs of administration and the debts due and owing by the said George W. Lawson at the time of the death.

Int 7. Please state if the said George W. Lawson as indebted unto the complainant I. Samuel Lawson in any other sum except the burial expenses of $144.00 to which you have testified. If so how was he so indebted

Ans. The said George W. Lawson was indebted unto the said I. Samuel Lawson for burial expenses incurred in the burial of my mother Mrs. E. Alice Lawson who was the wife of the said George W. Lawson The paper now shown me marked Exhibit "B" on a statement of said indebtedness. I regard the charges made by the complainant as a fair price for the things furnished and the services rendered.

Int 8. State what real estate if any the said George W. Lawson owned at the time of his death, where the same is located and what in your opinion is fair value for the same.

Ans. George W. Lawson was seized and possessed at the time of his death of a lot of land improved by a dwelling house where thesaid George W. Lawson resided at the time of his death.

The property is located on the eawt side of the County Road leading from the Crisfield High School to Jenkins Creek Bridge and on the North side of the county road leading from the above mentioned County road to Asbury M. E. Church andis bounded on the North by the land of W. McGee Riggin, and on the east by the land of Norman Lawson The land contains an acre more or less, I should think it womth somewhere around $1,000.00)

Court Question.

Ans. I know nothing further.

Witness: C. Gray Lawson

F. Douglass Sears.

There being no further witness present to be examined the papers are herewith returned to the Court at the suggestion of the Attorney the Plaintiff, and I hereby certify that the annexed bill of costs is correct.

Bill of Costs.

Examiners Fee $4.00. F. Douglass Sears,

Examiner in Chancery.

And thereafter towit: on the 20th day of November 1925 the Circuit Court here passed the following decree in the premises to wit:

I, SamuelLawson	)	In Equity, in the Circuit Court for
Vs.	)	County
C. Gray Lawson and others	)	No. 3811 Chancery

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

It is thereupon this 20th day of November in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Clarence P. Lankford be and he is hereby appointed trustee to make such sale, the course and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the state of Maryland executed by himself and a surety or sureties to be

be approved by the said Clerk in the penalty of two thousand dollars if individual surety or sureties, or one half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said 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 in cash, on the day of sale, the balance of the purchase money to be paid in six months from day of sale, the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser or purchases with a surety or sureties to be approved by the trustee or all cash at the option of the purchas ers or 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 annexed. And on the ratification of such sale or sales bybthis Court. 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 acknowledged according to law, convey to the purchaser or purchasers of said property to his, her or their heirs or assigns the property to him her of them sold, free, clear and discharged of all claims 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 said sale or sales, and the bonds 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale or sales, the said trustee directed to give notice to the creditors of the said George W. Lawson to file their claims with the vouchers thereof in the office of the Clerk of this Court within one month from the day of said sale or sales.

Robert F. Duer,

And thereupon the said Clarence P. Lankford Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we Clarence P. Lankford, principal and Lorie C. Quinn Sr., and Edward P. Wyatt sureties of Somerset County in the state of Maryland are held and firmly bound unto the state of Maryland, in the full and just sum of Two Thousand dollars current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and bond we bind outselves and each of us,our and each of our heirs, executors and administrators, jointly and severally firmly by these presents seals with our seals and dated this 17th day of December in the year nineteen hundred and twenty five.

Whereas the above bounden Clarence P. Lankford by virtue of a decree of the Circuit Court for Somerset County in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of I. Samuel Lawson against C. Gray Lawson and others, now pending in said Court and whereas the said Clarence P. Lankford is about to enter upon the execution of said trust.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford 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 shall be void, otherwise to be and remain in full force and virtue in law.

Witness:	Clarence P. Lankford	(SEAL).
Lorie C. Quinn Jr.,	Lorie C. Quinn Sr.	(SEAL).
	Edward P. Wyatt	(SEAL).

Which said Bond was thus thereon endorsed.

The above bond approved this 17th day of December in the year nineteen hundred and twenty five.

W. Herome Sterling, Clerk.

And thereafter to wit on the 22nd December 1925. the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

I Samuel Lawson	)	No. 3811 Chancery
Vs.	)	In the Circuit Court
C. Gray Lawson and others.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford, Trustee appointed by a decree of this Court passed in the above entitled cause dated the twentieth day of November in the year nineteen hundred and twenty five to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites, as required by law and the said decree and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Somerset County for more than twenty days before the day of sale, he did pursuant to said notice attend in front of the Post Office, in the Town of Crisfield, Maryland. on Saturday the 19th day of December in the year nineteen hundred and twenty five at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell said real estate, the same being the real estate of which George W. Lawson late of Somerset County, deceased, died seized and possessed in manner following that is to say:

Your trustee offered at public sale to the highest bidder all that lot or parcel of land of which George W. Lawson deceased died seized and possessed, situate lying and being in Asbury District. Somerset County in the state of Maryland, on the east side of the county road leading from the Crisfield High School to Jenkin's Creek Bridge and on the North side of the County Road leading from the above mentioned county road to Asbury Methosist Episcopal Church and is bounded on the North by the land of W. McGee Riggin, and on the east by the land of Norman Lawson, together with the improvements thereon whereupon Norman E. Lawson of said county and state being the highest and best bidder therefor, became the purchaser thereof at and for the sum of Five Hundred and Eighty dollars ($580.00) all of which he paid in cash.

And your trustee further reports that at the time of the advertising of said sale he gave notice to the creditors of George W. Lawson deceased, to file their claims, with the vouchers thereof with the Clerk of the Circuit Court for Somerset County within one month from the day of said sale.

And your trustee prays the ratification of his said proceedings.

Respectfully submitted.

Clarence P. Lankford. Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 21st day of December, in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Clarence P. Lankford, trustee namedin the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

I. Samuel Lawson	)	No. 3811 Chancery
Vs.	)	In the Circuit Court for
C. Gray Lawson and others.	)	Somerset County

Ordered by the Clerk of the Circuit Court for Somerset County this 22nd day of December nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford trustee appointed by a decree of this Court to make sale be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of January, 1926 provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 22nd day of January 1926.

The report states the amount of sales to be $580.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 24th day of February 1926 domes again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order tomit:

I, Samuel Lawson	)	No. 3811 Chancery
Vs.	)	In the Circuit Court
C. Gray Lawson and others.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 24th day of February nineteen hundred and twenty six that the sale of ½roperty made and reported by Clarence P. Lankford, trustee to make said sale 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.

Robt F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling ..Clerk.

"""

Mary A/ Byrd and Marion Byrd her husband	)	Be it remembered that heretofore to wit on the
Vs.	)	3rd day of November 1924 a certain Mary A.
Delcie Beasley and A. James Beasley	)	Byrd by Clarence P. Lankford their solicitor
her husband. and others.	)	exhibited and filed in the Circuit Court here
		a bill of complaint against Delcie Beasley and
		others which said bill of complaint is in the

words following to wit:

Mary A. Byrd and Marion Byrd her husband	)	No. 3759 Chancery
Vs.	)	In the Circuit Court
Delcie Beasley and A. James Beasley, her	)	For Somerset County.
husband and Rebecca Nelson.	)	

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The bill of complaint of Mary A. Byrd and Marion Byrd her husband of Somerset County in the state of Maryland, respectfully represents.

First: That heretofore a certain S. James Somers late of Somerset County in the state of Maryland deceased was in his lifetime seized and possessed of certain real estate consisting of a house and lot in Asbury District Somerset County in the state of Maryland which was conveyed unto the said S. James Somers by John N. Simonson and wife by deed bearing date the thirtieth day of November, in the year eighteen hundred and eighty three and recorded among the land records of Somerset County in Liber B.F.L. NO. 6 folio 565.

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Second: That being so thereof seized and possessed the said S. James Somers departed this life intestate on the twenty fourth day of March in the year nineteen hundred and fourteen leaving his widow, Annie E. Somers, surviving him and who is still living andleaving the following as his only children and heirs at law, who are still living, namely your oratrix, Mary A. Byrd , a daughter, who married your orator Marion Byrd, the defendant Delcie Beasley a daughter who married the defendant A. James Beasley and the defendant Rebecca Nelson who is a widow, all of whom are above the age of twenty one years all of whom reside in said Somerset County in the state of Maryland, and upon whom has devolved all the interest of the said S. James Somers in said real estate.

Third: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties entitled thereto according to their respective interests therein, but your orators are unable to obtain adequate relief or make sale of said real estate without the aid of this Honorable Court.

To the end therefore:

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed among the heirs at law of the said S. James Somers according to their respective interests.

(3) That your orators may havesuch other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of the state of Maryland of subpoena directed to the said Delcie Beasley and A. James Beasley, her husband and Rebecca Nelson all of whom reside in said Somerset County, in the state of Maryland, commanding them and each of them to be and appear in this court at some certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainants.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland to Delcie Beasley, A. James Beasley her husband Rebecca Nelson of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in December next to answer the complaint of Mary A. Byrd and Marion Byrd her husband against you in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of November Anno Domini 1924.

Issued the 3rd day of November Anno Domini 1924.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in December the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following.

Summoned A. James Beasley and copy of subpoena left with him, Non est Delcie Beasley and Rebecca Nelson.

Luther Daugherty Sheriff.

Maryland Somerset County to wit:

The state of Maryland To Celcie Beasley and Rebecca Nelson of Somerset County, Greeting

You are hereby commanded that all excuses and delays set apart you personally appear

before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in January next to answer the complaint of Mary A. Byrd and Marian Byrd her husband against you in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of November Anno Domini 1924.

Issued the 19th day of December Anno Domini 1924.

Per order

W. Jerome Sterling, Clerk.

At which said First Monday in January the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned severally and copy left with each defendant.

Luther Daugherty Sheriff.

And thereafter on the 4th March 1925 the following Petition decree pro confesso and order to take testimony was filed.

Mary A. Byrd and Marion Byrd her husband.	)	No. 3759 Chancery
Vs.	)	In the Circuit Court
Delsie Beasley and others.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The petition of the complainant respectfully represents.

That the adult defendants Delsie Beasley and A. James Beasley her husband and Rebecca Nelson have been duly summoned to appear to the bill of complaint in this cause but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

The complainant therefore prays that the said bill of complaint may betaken pro confesso against the said Delsie Beasley and A. James Beasley her husband, and Rebecca Nelson, non answering adult defendants, and that the complainant have leave to take testimony before one of the standing examiners of this Court.

And as induty bound etc.

Clarence P. Lankford,

Solicitor for Complainant.

Mary A. Byrd and Marion Byrd her husband	)	No. 3759 Chancery
Vs.	)	In the Circuit Court
Delsie Beasley and others.	)	For Somerset County.

It appearing in the above entitled cause that the adult defendants Delsie Beasley and A. James Beasley her husband and Rebecca Nelson have been duly summoned to appear to the Bill of complaint in this cause but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon this 4th day of March nineteen hundred and twenty five upon the foregoing petition adjudged ordered and decreed by the Circuit Courtfor Somersst County in Equity that the bill of complaint be and the same is hereby taken pro confesso against the said Delsie Beasley and A. James Beasley her husband and Rebecca Nelson and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court.

Robert F. Duer, Judge.

And afterwards to wit on the 24th October 1925 F.Douglass Sears Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain Testimony by him taken in the words following to wit:

No. 3759 Chancery	)	In the Circuit Court
Mary A. Byrd and Marion Byrd her husband	)	For Somerset County.
Vs.	)	
Delsie Beasley et al.	)	

In this cause an order having been passed for the taking of testimony to support the allegations of the Narr I F. Douglass Sears one of the standing examiners in the Circuit Court for Somerset County having been duly appointed sworn, etc., did take the following testimony in the office of Clarence P. Lankford, in Crisfield, Maryland on this 23rd day of October, 1925, etc to wit: Marion Byrd a witness of Lawful age, produced on the part of the complainants being first by me duly sworn deposes and says:

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

Ans. My name is Marion Byrd my age is 56 years my residence is Asbury District, Somerset County, Maryland and my occupation is waterman.

Int 2. Are you acquainted with the parties to this suit? If so where do they reside.

Ans. I am one of the plaintiffs, and Mary A. Byrd the other plaintiff is my wife. I am acquainted with the defendants, also All the parties to this suit reside in Somerset County Maryland.

Int 3. Were you or not acquainted with S. James Somers, If so is he living or dead, and if dead when did he die Please state whether or not he died intestate, Did he or not leave a widow surviving him and who are his heirs at law and their ages.

Ans. I was acquainted with S. James Somers in his lifetime. He is dead, having died in March nineteen hundred and fourteen. He left no will. He left his widow, Annie E. Somers, surviving him and she is still living. He left the following as his only heirs at law, namely the plaintiff Mary A. Burd a daughter who is my wife the defendant Delsie Beasley a daughter who married the defendant, A. James Beasley and the defendant Rebecca Nelson a daughter who is a widow, They all are above the age of twenty one years.

Int 4. Please statewhether or not the said S. James Somers was seized at the time of his death of any real estate in Somerset County, Maryland? If so where is the same located describe it andgive your opinion of its value.

Ans. The said S. James Somers was seized and possessed at the time of his death of a house and lot in Asbury District, Somerset County Maryland which was conveyed unto the said S. James Somers by John N. Simonson and wife by deed bearingdate the thirtieth day of November in the year eighteen hundred and eighty three and recorded among the land records of Somerset County in Liber B.F.L. NO. 6 folio 565. In my opinion the said house and lot is worth about $400.00./

Int 5. Please state whether or not in your opinion the said real estate is susceptible of partition or division among the heirs at law of the said S. James Somers without material loss and injury to them. Please state your reasons for your opinion.

Ans. In my opinion the said real estate of the said S. James Somers can not be divided among the heirs at law of the said S. James Somers without material loss and injury to them. The property consists of a small building lot and one dwelling house on it and it is impossible to divide the same there being three heirs to the property I believe it will be for the best interest of the said heirs at law to sell the said real estate and divide the proceeds among them according to their respective interests.

Court Question.

Ans. I know nothing further. Marion Byrd.

Witness: F. Douglass Sears.

Lawrence Tyler a witness of lawful age, produced on the part of the plaintiff being first duly sworn by me deposes and says:

Int 1. State your name, agem residence and occupation.

Ans. My name is Lawrence Tyler, My age is 24 years, my residence is Asbury District, Somerset County Maryland, and my occupation insurance business.

Int 2. Are you acquainted with the parties to this suit. If so where do they reside.

Ans. I am acquainted with the parties to this suit, and have known them for many years. They all reside in Somerset County in the state of Maryland.

Int 3. Were you or not acquainted with S. James Somers. If so is he living or dead, and if dead when did he die. Please state whether or not he died intestate.

Ans. I was well acquainted with S. James Somers in his lifetime He is dead having died sometime early in the year nineteen hundred and fouteen He left no will.

Int 4. Please state whether or not the said S. James Somers left a widow surviving him and who are his heirs at law and what are their ages?

Ans. The said S. James Somers left a widow Annie E. Somers surviving him, who is still living. He left as his only heirs at law the following, namely the plaintiff, Mary A. Byrd a daughter who married the plaintiff, Marion Byrd the defendant, Dolsie Beasley a daughter who married the defendant A. James Beasley and the defendant, Rebecca Nelson a daughter who is a widow. All of them are above the age of twenty one years.

Int 5. Please state whether or not the said S. James Somers was seized and possessed of any real estate in Somerset County Maryland, if so where is the same located and what in your opinion is its value/

Ans. The said S. James Somers was seized and possessed at the time of his death of a small house and lot in Asbury District, Somerset County Maryland, Maryland which the said S. James Somers bought of John W. Simonson and wife I should think the property worth about $400.00.

Int 6. Please state whether or not in your opinion the said real estate is susceptible of partition or division among the heirs at law of the said S. James Somers. without material loss and injury to them. Please give your reasons for your opinion.

Ans. I do not see how it is possible to divide the said real estate among the said heirs at law of the said S. James Somers without material loss and injury to them as there is only one small building lot and one dwelling house on it and there are three heirs, and it is a physicial impossibility to divide the property among them It will certainly be for the best interest of the parties entitled to interests therein to sell the property and divide the proceeds among them.

Court Question. Ans. I know nothing further.

Witness : F. Douglass Sears. Lawrence Tyler.

There being no further witness present to be examined. the papers are herewith returned to the Court at the request of the Attorney for the Plaintiff, and I further certify that the annexed bill of costs is correct.

F. Douglass Sears
Examiner in Chancery.

Bill of Costs.

Examiners Fee $4.00.

And thereafter on the 20th November 1925 the Circuit Court here passed the following decree in the premises to wit:

Mary A. Byrd and Marion Byrd her husband	)	In Equity In the Circuit Court for
Vs.	)	Somerset County
Dolsie Beasley and others.	)	No. 3759 Chancery.

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

It is thereupon this 20th day of November in the year nineteen hundred and twenty five by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Clarence P. Lankford be and he is hereby appointed trustee to make such sale; the course and manner of his proceedings shall beas follows, He shall first file in the office of the Clerk of this Court a bond to the state ofMaryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of One thousand dollars if individual surety or sureties

or one half of said penal sum if corporate surety, conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said real e state having first given at least twenty days previous notice inserted in some newspaper printed in said 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 in cash, on theday of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the Trustee or all cash at the option of the purchaser or purchasers.
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 this Court 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 acknowledged according to the law, convey to the purchaser or purchasers of said property to his, her or their heirs or assigns, the property to him her or them sold, free clear and discharged of all claims of the parties to this cause, and of any person or personsl claiming by from or under them. And the said trustee shall bring into this Court the money arising onsaid sale or sales and the bonds 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 commissions to the said trustee as the Court shall think proper to allow on consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust. Robert F. Duer.

~~And thereafter to wit on the 22nd December 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:~~

And thereupon the said Clarence P. Lankford Trustee filed in Court here a bond in the words following to wit:

Know all men by these presents, that we Clarence P. Lankford, principal and Lorie C. Quinn Sr., and Edward P. Wyatt sureties of Somerset County, in the state of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of One 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 assigns and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of December, in the year nineteen hundred and twenty five.
Whereas the above bounden Clarence P. Lankford by virtue of a decree of the Circuit Court for Somerset County, In Equity has been appointed truste to sell the real estate mentioned in the proceedings in the case of Mary A. Byrd and Marion Byrd her husband against Dolsie Beasley and others, now pending in said Court and whereas the said Clarence P. Lankford is about to enter upon the execution of said trust.
Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further 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.

Witness: Lorie C. Quinn Jr., Clarence P. Lankford (SEAL).
Lorie C. Quinn Sr. (SEAL).
Edward P. Wyatt (SEAL).

The above bond approved this 17th day of December in the year nineteen hundred and twenty five.
W. Jerome Sterling, Clerk.

And thereafter to wit on the 22nd December 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed are in the words following to wit:

Mary A. Byrd and Marion Byrd her husband	)	No. 3759 Chancery
Vs.	)	In the Circuit Court
Dolsie Beasley and others.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The report of Clarence P. Lankford trustee appointed by a decree of this Court passed in the above entitled cause dated the twentieth day of November in the year nineteen hundred and twenty five to make sale of certain real estate therein mentioned respectfully shows: That after giving bond with security for the faithful performance of his trust and after having complied with all the other requisited as required by law and the said decree and giving notice of the time, place manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in Somerset County Maryland for more than twenty days before theday of sale, he did pursuant to said notice attend in front of the Post Office of the Town of Crisfield, Maryland on Saturday the 19th day of December in the year nineteen hundred and twenty five at or about the hour of 3 O'clock P. M. and then and there proceeded to sell said real estate the same being the real estate of which S. James Somers late of Somerset County deceased, died seized and possessed in manner following that is to say:

Your trustee offered at public asle to the highest bidder all that lot or ;parcel of land of which S. James Somers. deceased died seized and possessed, situate lying and being in Asbury District, Somerset County in the state of Maryland on the County Road leading from the Crisfield Academy to Jenkin's Creek Bridge being the same and all the real estate and premises conveyed unto the said S. James Somers by John N. Simonson and wife by deed bearing date the thirteenth day of November, in the year eighteen hundred and eighty three and recorded among the land records of Somerset County in Liber B.F.L. No. 6 folio 565 etc., together with the improvements thereon whereupon , Francis M. Byrd of said county and state being the highest and best bidder therefor became the purchaser thereof at and for the sum of Two Hundred dollars ($200.00) and said purchaser has complied with the terms of said sale to the satisfaction of your trustee.

And your trustee prays the ratification of the said proceedings and of the sale by him made.

Respectfully submitted.

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 21st day of December in the year nineteen hundred and twenty five before me the subscriber Clerk of the Circuit Court for Somersst County personally appeared Clarence P. Lankford trustee named in the above report of sales andmade oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

Mary A. Byrd and Marion Byrd her husband	)	No. 3759 Chancery
Vs.	)	In the Circuit Court
Dolsie Beasley and others.	)	For Somerset County.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, this 22nd day of December nineteen hundred and twenty five that the sale of property made and reported by Clarence P. Lankford, trustee appointed by this Court to make said sale be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of January 1926 provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 22nd day of January 1926.

The report states the amount of sales to be $200.00. W. Jerome Sterling, Clerk.

And now at this day to wit on the 24th day of February 1926 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

Mary A. Byrd and Marion Byrd her husband	)	No. 3759 Chancery
Vs,	)	In the Circuit Court
Dolsie Beasley and others.	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 24th day of Feburary nineteen hundred and twenty six that the sale of property made and reported by Clarence P. Lankford trustee to make said sale 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.

Robt F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according tonlaw and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

***

State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity begun and held at Princess Anne Town in and for said county on the first Monday in March being the 1st day of the same month in the year of our Lord one thousand nine hundred and twenty six.

Hon. Johm. R. Pattison Chief Judge
Hon Joseph L. Bailey Asso Judge
Hon. Robert F. Duer Asso Judge.

Luther Daugherty Esq., Sheriff W. Jerome Sterling Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""""""""""""""""""

John Robert Bloodsworth and others)	Be it remembered that heretofore to wit on the 25th
Vs.)	day of July 1925 a certain John Robert Bloodsworth
Helen Bloodsworth and others.)	and others by their solicitor Gordon Tull, exhibited

and filed in the Circuit Court here a bill of complaint against Helen Bloodsworth and others which said bill of complaint is in the words following to wit:

John Robert Bloodsworth and Edna Bloodsworth)	
his wife Lois May Matthai and Frederick Matthai,)	No. 3820 Chancery
her husband.)	In the Circuit Court
Vs.)	For Somerset County.
Helen Bloodsworth alias Helen Foxwell and)	
Winfield S. Bloodsworth.)	

To the Honorable the Judges of the Circuit Court for Somerset County in Chancery:

Your Orators complainingsay:

1. That by the last will and testament of John R. Bloodsworth late of Somerset County , deceased, dated May 23rd, 1893 all his property situated in Mt. Vernon District Somerset County, Maryland, wasleft to his widow, Virginia K. Bloodsworth, during her widowhood and after her death of marriage, certain real estate described therein as item Nos 5 and 6 were left to his son, Jacob Randall Bloodsworth, item No. 5 being a tract of cleared land in Mt. Vernon District, Somerset County Maryland and item No. 6 being a tract of woodland in said district and county said will being hereby filed as part hereof marked Exhibit "A".

2. That said Jacob Randall Bloodsworth died intestate several years ago leaving as his sole heirs at law two children by his first wife, Viz: John Robert Bloodsworth who intermarried with Edna Bloodsworth and Lois May who intermarried with Frederick Mathai, both of whom are of full age and reside in Somerset County , and one child by his second wife (said second wife having divorced him in May 1913, A Vinculo Matrimonni and married Hays Foxwell) Viz: Helen Bloodsworth alias Helen Foxwell who is a minor and resides in Somerset County:

3. That said Virginia K. Bloodsworth died as the widow of said John R. Bloodsworth on the 23rd day of July 1925, and the said children of said John Randall Bloodsworth, Viz: John Robert Bloodsworth Lois May Matthai and Helen Bloodsworth, alias Foxwell, are now seized in fee simple in equal shares as tenants in common of the said real estate in Somerset County devised as aforesaid to their father, Jacob Randall Bloodsworth and described as aforesaid in the said last will of said John R. Bloodsworth.

4. That the said Woodland described in item No. 6 in said will is held as tenants in common by the aforesaid heirs of Jacob Randal Bloodsworth with Winfield S. Bloodsworth one half to the heirs of said J. Randall Bloodsworth and one half to said Winfield S. Bloodsworth.

4½ That the said Winfield S. Bloodsworth and the said Jacob Randall Bloodsworth in the life time of the said Jacob Randall Bloodsworth agreed upon a division of the said woodland contained in item 6 of said will as aforesaid whereby a line was drawn through the same from north to south dividing the same into two equal halfs of about 31 acres each and the said Winfield S. Bloodsworth agreed to take as his half the east half thereof and the said Jacob Randall Bloodsworth agreed to take as his division the west half thereof and every since then each tenant as individuals with the consent of the said life tenant have exercised acts of possession and ownership over his respective division. A plat showing the said division line being herewith filed as part hereof marked exhibit "B" and a ratification of said agreement fixing said division line is hereby requested and prayed for.

5. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and that in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the partiesaccording to their several interests.

To the end therefore.

(1) That a decree may bepassed for the sale of the said real estate in accordance with the line agreed upon as aforesaid.

(2) that the proceeds of said sale may be distributed between your orators and the said Helen Bloodsworth alias Helen Foxwell, according to their respective rights and interests.

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

May it please your honor to grant unto your orators the writ of subpoens directed to the said Helen Bloodsworth alias Helen Foxwell who is an infant under the age of twenty one years, residing in Somerset County, Maryland, commanding her to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein. And as in duty bound &c.

Gordon Tull, Solicitor for Plaintiffs.

Exhibit A referred to in the foregoing Report is as follows:

In the name of God, Amen: I John Robert Bloodsworth of Mt. Vernon in the County of Somerset and state of Maryland, being of sound and disposing mind, memory and understanding and in good health considering the certainty of death and the uncertainty of the time thereof and being desirous of settle my worldly affairs and thereby be the better prepared to leave this world when it shall please almighty God to call me home 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 soul unto the hands of God and my body to the earth to be decently burried at the discretion of my executors hereinafter named after my debts and funeral charges are paid I devise and bequeath as follows:

Item I give and devise unto my wife Virginia K. Bloodsworth during her widowhood only all the real estate that I may die possessed of with all improvements thereon I also bequeath to my said wife all my household furniture my carriage, dearborn, cart, steers milch cows, 2 horses, hogs all my farming utensils all notes, mortgages and any cash money that I may die possessed of.

Item, I devise to my son Winfield S. Bloodsworth all that part of a tract of land lying north of the Mt. Vernon County road and east of a line described below Viz: Beginning at the county road and running by and with a line drawn along the west side of a Turn row to a red oak tree on the edge of "The Branch, thence continuing on a straight line by the said Red Oak to a ditch lying between my land and the lands of M. S. Webster.

Item I devise to my son R. Edward Bloodsworth all that lot of land called the Old Home place" which formerly belonged to John Kirwan Senior, said lands being at Foresters Gut and runs with the line of Revel P. Simms land and runs with a nd lies west of the west side of the Private road leading from the County road to my private dwelling house this shall include all improvements on said land.

Item I devise to my son Jacob Randall Bloddsworth all the rest and residue of my land which lies north of the Mt. Vernon County road and between the east line of the land above given to R. Edward

Bloodsworth and the west line of the land above devised to my son Winfield S. Bloodsworth, I also bequeath to my said son Jacob Randall Bloodsworth at my wifes death or marriage the dwelling house and all other improvements on the part or parcel of land, devised to him the said Jacob , I do bequesh to said Jacob Randall Bloodsworth the colt, he now uses and claims.

Item I devise to my two sons Jacob Randall Bloodsworth and Winfield S. Bloodsworth all the rest and residue of my Woodland which lies south of the Mt. Vernon County road and east of the Ditch which runs to what was formerly Sheets fence (now owned by V. M. Foxwell) the said ditch being part of the dividing line between the herein devised woodland and the tract of woodland hereinafter devised to my three children Emma Sims, Elizabeth J. Evans and R. Edward Bloodsworth the above devised tract of woodland shall be divided between my said two sons Jacob Randall and Winfield S. Bloodsworth one half each share and share alike.

Item I devise to my three children Emma Sims R. Edward Bloodsworth and Elizabeth J. Evans each one third (1/3) of all that tract or part of a tract of woodland lying south of the Mt. Vernon County road and west of a line drawn from the County road by and with a ditch to Sheets fence (now V. M. Foxwells fence) and hereby direct that the above devised woodland shall be divided as follows, viz: The oenthird part to Emma Simms shall begin abreast of her dwelling house and lie west of the ditch and run a straight line from the County Road to Sheets or (foxwells fence) the one third share devised to R. Edward Bloodsworth shall begin at the County road and run by and with the line of Emma Simms and third share to Sheets or Foxwells fence and lie west of said Emma Simms; one third share and the last one third share devised to my daughter Elizabeth J. Evans, shall run from the county road or a point opposite the county road by and with the said R. Edward Bloodsworth line to Sheets or Foxwells fence and extend as far west of said R. Edward Bloodsworth line as my woodland extends.

And hereby provide for and make this my last request of my children that should my daughter Elizabeh J. Evans become widowed and without adequate support or should she be destitute and in need of a home that my son Jacob Randall shall give her a home at my home place and that my sons R. Edward and Winfield S. Bloodsworth shall assist Jacob R in supporting her.

Lastly I do hereby constitute and appoint my wife Virginia K. Bloodsworth and son Jacob R. Bloodsworth joint executors of this my last will and Testament.

In testimony whereof I hereto set my hand and seal this 23rd day of May 1893.

John R. Bloodsworth (SEAL).

Signed sealed published and declared by the above named John R. Bloodsworth as and for his last will and Testament who at his request in his presence and in presence of each other have hereto set our hands as witness hereto.

Wm H. Groscup

W. B. Renshaw

G. M. Foxwell

Codicil.

I John Robert Bloodsworth of Mt. Vernon Somerset County Maryland do make this my codicil hereby confirming my last will made on the 23rd day of May, 1893, my intension being to add to said will the following provision namely I do hereby direct and declare that should either of my sons, Jacob Randall Bloodsworth, R.Edward Bloodsworth or Winfield S. Bloodsworth die without legal issue (ie children) then all the rights titles and interest in the real and personal estate bequeathed by this will to the deceased son before his death shall revert to and be equally divided between thebsurviving sons, and should two of them die without issue then all the rights, titles and interests in real and personal estate devised to said two sons by this will shall revert to the surviving son.

John R. Bloodsworth (SEAL).

Signed sealed , published and declared by the above named John R. Bloodsworth as anf for his Codicil to his last will made May 23rd 1893, who at his request and in his presence and in the presence of each other have hereto set our hands and as witnesses hereto.

Wm H. Groscup

W. B. Renshaw

V. M. Foxwell

Exhibit B referred to in the foregoing Bill is as follows:

The following is a description of the John R. B. Bloodsworth property in Mount Vernon District Somerset County Md. which I have sarefully surveyed and divided as follows:

Beginning for lot No, one the parcel of woodland allotted to Winfield S. Bloodsworth, at the corner of a ditch the south west corner of the Home Place of the said Sinfield S. Bloodsworth, and running thence thro the woods south 7° 0' west 147½ perches to the outnline of the tract, as shown on the plat at the figure 2, thence by and with the outlines of the tract the eight courses and distances next following N. 72° 30' E 22 perches thence N. 75° 30' E 10 perches thence by and with a line of marked trees N. 15° 30' E 97 perches to the land of J. D/ Webster thence N. 84° 40' W 15 perches to a marked pine at the side of a ditch thence by and with the said ditch and the said Webster property N. 6° 10' E 26½ perches thence by and with the cleared land of the said Webster property S 86° 20' W 9 3/4 perches thence N. 2° 10' W 14½ perches thence by and with the aforesaid Bloodsworth home place N. 81-45 W 18 perches to the place of beginning and containing thirty one (31) acres of woodland more or less.

Lot No. 2 Which is allotted to John R. Bloodsworth , Lois May Matthai and Helen Bloodsworth.

Beginning for the same at the figure 7 the north west corner of the home place of Winfield S. Bloodsworth and running thence by and with the said Bloodsworth land S12° 30' W 10½ perches to a point shown on the plat at the figure 1 thence thro the woods S. 7° 0' W 147½ perches to the out lines of the tract thence by and with the said outlines the four courses and distances next following S72° 30' W 4 perches thence N. 87 30 W 28 perches thence N. 3-00 W 55 perches thence N. 16° 00' E 54½ perches thence by and with a ditch N. 16° 00' E 59 perches to the county road as shown on the plat at the figure 6 thence by and with the County road to the place of beginning and containing thirty one (31) acres of woodland more or less.

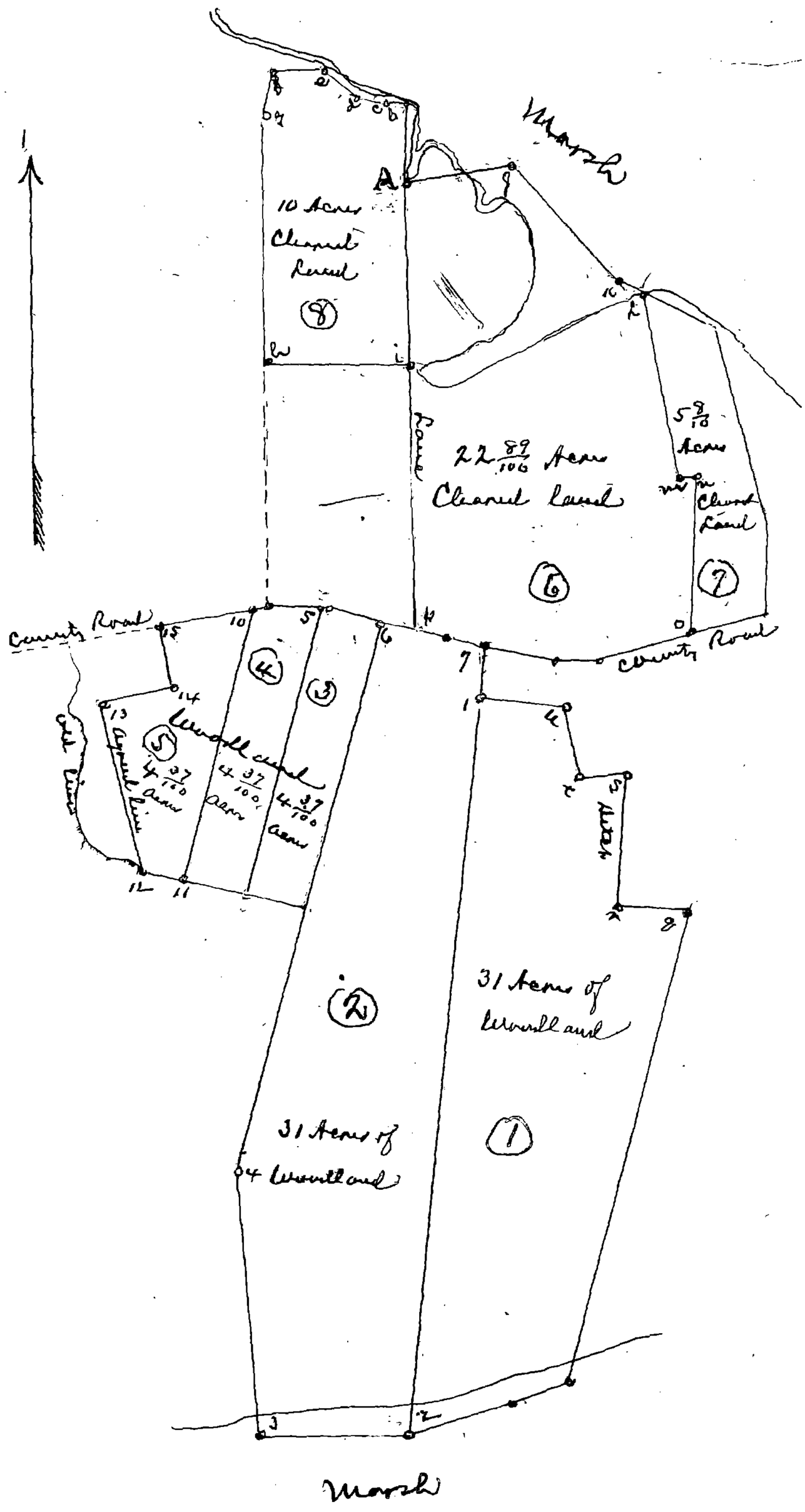
Lot #3 Which is allotted to Emma Simms and is described as follows: Beginning for the same at the end of a ditch as shown the plat at the figure 6 and running thence by and with the middle of a ditch and lot #2 S 16° W 59 perches to a post in the angle of a ditch as shown on the plat at the figure 5 thence by and with said ditch N 77° W 11 4/5 perches to the south esa t corner of Lot #4 as shown on the plat at the figure 8 thence parallel to the first above described line N. 16° E 59 perches to the county road thence by and with the County road to the place of beginning and containing four acres and thirty seven of the one hundred equal parts of an acre more or less.

Lot #4 Which is alloted to R. E. Bloodsworth which is described as follows: Beginning for the same at a bounder set up on the county road at the corner of Lot #3 as shown on the plat at the figure 9 and running thence by and with the said Lot #3 S 16° 00' W 59 perches to a bounder in a ditch as shown on the plat at the figure 8, thence by and with the outnlines of the tract N 77° W 12 perches to a bounder as shown on the plat at the figure 11, thence N. 16° 00' E 54½ perches to the County road, thence by and with the said road to the place of beginning and containing four acres and thirty seven of the one hundred equal parts of an acre more or less.

Lot #5. Which is allotted to Elizabeth Evans and is described as follows: Beginning for the same at a bounder set up at County road as shown on the plat at the figure 10 and thence running by and with the west line of Lot #4 S 16° 00' W 54½ perches to a bounder set up in a ditch on the out line of the tract as shown at the figure 11 thence by and with said outlihe and ditch, N 77° 00' W 8 perches to a point as shown on the plat at the figure 12, thence N. 21° 10' W 35½ perches to the south west corner of a two acre lot as shown on the plat af the figure 13, thence by and with the said lot N. 82° 15' E 15 perches thence N 6° 30' W 13 perches to the County road thence by and with said county road to the place of beginning and containing four acres and thirty seven of the one hundred equal parts of an acre more or less.

Lot # 6. Which is allotted to J. R. Bloodsworth Lois May Matthai and Helen Bloodsworth.

Beginning for the same at a point shown on the plat at the letter A and running thence by and with the marsh N. 7° 54' E 22½ perches to a point as shown an the plat at the figure 1 thence across the


Marsh
A
10 Acres
Cleared
Land
8
22 89/100 Acres
Cleared Land
6
5 8/10
Acres
Cleared
Land
7
County Road
County Road
Lowell and
4 37/100 Acres
4 37/100 Acres
4 37/100 Acres
5
4
3
Old Line
31 Acres of
Lowell and
2
31 Acres of
Lowell and
1
Marsh

mouth of a gully S 46° 30' E 32 perches to a point as shown on the plat at that figure 2, thence S 72° 00' E 8 perches teamarked oak as shown on the plat at the figure 3 thence by and with the line of lot #7 and a turn row S 10° 20' E 37 perches and 8 links thence by and with the west side of said turn row the two following courses and distances S 83° 30' E 2 perches and 22 links, thence S 1° 35' E 31 perches to the County road as shown on the plat at the figure 6 thence by and with the said road the four courses and distances next following S 77° 00' W 19 perches thence N. 3°00' W 9 perches thence N. 78° 15' W 20 perches thence N.71° 00' W 8 perches to the lane leading to the old home placd thence by and with the said lane to the place of beginning and containing twenty two acres and nine of the ten equal parts of an acre more or less of arable land.

Lot $7. Which is allotted to William S. Bloodsworth:

Beginning for the same at a point on the County road as shown on the plat at the figure 6 and running thence by and with the west side of a turn row and the east side of lot #6 the three courses and distances next following, N. 1° 35' W 31 perches thence N. 83° 30' W 2 perches and 22 links thence N. 10° 20' W 37 perches and 8 links to a marked oak standing near the marsh side as shown on the plat at the figure 3, thence by and with the outline of said tract the three courses and distances next following S 58° 00' E 14 perches thence S. 11° 15' E 40 perches thence S 1° 00' W 18 perches to the County road as shown on the plat at the figure 16, thence by and with the said road to the place of beginning and containing five acres and eight of the ten equal parts of an acre of cleared land more or less.

Lot #8 Which is allotted to R. Edward Bloodsworth: Beginning for the same at the beginning place of of the original tract as shown on the plat at the letter A and running thence by and with the out lines of the said original tract N 4° 00' E 17 perches thence S 82° 00' W 4 perches thence N 62° W 6¼ perches thence N. 53° 00' W 8 perches thence N. 84° 30' W 9 3/4 perches to an old stump as shown on the plat at the letter F thence S 13° 15' W 10 perches thence S. 1° 30' W 48½ perches to a ditch as shown on the plat at the letter H, thence by and with the said ditch N. 89° 45' E 29 perches to the lane as shown on the plat at the letter I thence by and with the said land as shown on the plat at the letter I, thence by and with the said lane to the place of beginning and containing ten acres of cleared land more or less. The same being the back half of the "Widows Dower".

Surveyed as of Oct 15, 1925 by G. T. Whelton Co. Surveyor Som Co.

PLAT.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The State of Maryland To Helen Bloodsworth alias Helen Foxwell of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in September next to answer the complaint of John Robert Nloodsworth and others against you in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 6th day of July Anno Domini 1925.

Issued the 14th day of August Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in September the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court herein the words following to wit.

Summoned and copy left with Helen Bloodsworth and also with morther of Helen Mrs Hays Foxwell.

Luther Daugherty. Sheriff,

And thereafter on the 8th Dec 1925 the answer of Winfield S. Bloodsworth was filed.

John Robert Bloodsworth et al.	)	No. 3820 Chancery
Vs.	)	In the Circuit Court
Helen Bloodsworth et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of said Court:

The answer of Winfield S. Bloodsworth to the bill of complaint in the above cause against him and others exhibited, respectfully shows:

That this defendant admits that under the fifth otem of the will of their father, John R. Bloodsworth there was devised to this respondent and to the said Jacob Randall Bloodsworth, now deceased, a tract of woodland containing about sixty two acres, lying on the south side of the main public road through Mt. Vernon in Mt. Vernon Election District, and that this defendant and the said Jacob Randall Bloodsworth during the latter's life time, agreed upon a division of said land di divide the same, the said Jacob Randall Bloodsworth taking the west half thereof and this defendant taking the east half thereof as alleged in paragraph four and one half of said bill of complaint and as shown on the plat filed with said bill of complaint and that after said division the said Jacob Randall Bloodsworth and this respondent each took possession of their respective moieties with the consent of the life tenant and that this respondent is still in possession of so much of said woodland as lies to the east of said divisional line laid down on said plat, and has no interest and claims no interest in the portion thereof lying to the west of said line.

This respondent further answering said bill of complaint says that he has no interest in the moiety of said land which was taken by the said Jacob Randall Bloodsworth lying to the west of said divisional line and that the heirs of the said Jacob Randall Bloodsworth have no interest in the moiety awarded to this respondent in said division lying to the East of said divisional line; and that this defendant is not, therefore, a necessary party to this suit, and prays that he be hence dismissed with his proper costs.

And as in duty bound.

Miles & Myers
Attorneys for Winfield S. Bloodsworth.

And thereafter on the 17th September 1925 the following order of Court appointing Guardian and Answer of Guardian was filed.

John Robert Bloodsworth and Edna Bloodsworth)
his wife Lois May Matthai and Frederick Matthai)
her husband.)
Vs.)
Helen Bloodsworth alias Helen Foxwell)

No. 3820 Chancery
In the Circuit Court for
Somerset County.

To the Honorable the Judge of said Court:

The petition of the plaintiffs in the above entitled cause respectfully represents:
That the defendant Helen Bloodsworth alias Helen Foxwell has been duly returned summoned, and more than fifteen days from the return day have already passed but your petitioners further suggest that this defendant being an infant under the age of twenty one years cannot answer and defend this suit for herself.
Your petitioners therefore pray your Honor to appoint a Guardian ad litem to appear,and answer for said infant.
And as in duty bound &c.

Gordon Tull
Solicitor for petitioners.

In the above entitled cause it is hereby ordered this 17th day of September 1925 by the Circuit Court for Somerset County in Equity upon the foregoing petition that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Helen Bloodsworth alias Helen Foxwell the infant defendant in the above entitled cause.

Robert F. Duer Judge.

The answer of Helen Bloodsworth alias Helen Foxwell infant by James R. Stewart guardian ad liem duly appointed by order of Court in the above entitled cause to the bill of complaint of John Robert Bloodsworth and Edna Bloodsworth his wife and Lois May Matthai and Frederick Matthai her husband against her in this Court exhibited, represents.
That this defendant being an infant cannot admit any of the matters and things in said bill alleged and submits her rights thereunder to the protection of this Court. And as in duty bound &c.

James R. Stewart, Guardian ad litem,

And thereafter on the 8th December 1925 the following order to take testimony was filed.

John Robert Bloodsworth et als.) No. 3820 Chancery
Vs.) In the Circuit Court
Henen Bloodsworth alias Helen Foxwell et al.) For Somerset County.

To the Honorable the Judge of the Circuit Court for Somerset County:
The petition of the plaintiffs in the above entitled cause respectfully represents.
That the defendants in the case are all in court the minor by the answer of James R. Stewart, guardian ad litem and the adult by his own answer admitting the facts i n the bill and plaintiffs prays for leave to take testimony to support further the allegations of the bill.
And as in duty bound &c.

Gordon Tull, Plaintiffs Attorney.

It appearing in the above entitled cause that the defendants are all in Court by their respective answers and that the case is ready to proceed by the taking of testimony it is hereby ordered this 8th day of December 1925 by the Circuit Court for Somerset County in Equity that leave be and the same is hereby granted the plaintiff to take testimony in this case before one of the standing examiners thereof to further support the allegations of the bill.

Robt F. Duer, Judge.

And afterwards to wit on the 8th day of December 1925 Harry C. Dashiell examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony with him filed and the testimony by him taken in the words following to wit:

VOGE

John Robert Bloodsworth and Edna Bloodsworth	)	No. 3820 Chancery
his wife Lois May Matthai and Frederick	)	In the Circuit Court
Matthai her husband	)	For Somerset County
Vs.	)	Maryland.
Helen Bloodsworth , alias Helen Foxwell and	)	
Winfield S. Bloodsworth.	)	

In the above entitled cause an order having been passed for the taking of testimony to support the allegations in the bill of complaint, I Harry C. Dashiell standing examiner of said Court do hereby certify that on the 8th day of December 1925, at the office of Gordon Tull in Princess Anne Maryland I did take the following depositions that is to say:

John Robert Bloodsworth having been duly sworn was examined and testified as follows:

Direct examination by Mr. Gordon Tull.

Q 1. State your name, age residence and occupation.

A. John Robert Bloodsworth 27 farmer Somerset County, Maryland.

Q 2 Do you know the parties to this suit and if so how long have you known them.

A. Yes I am one of the Plaintiffs and my sister is the other. My half sister is one of the defendants and my Uncle is the other defendant. I have known them either all of my life or either all of their lives They all reside in Somerset County except my sister Lois who lives at Essex Maryland.

Q3 Do you know the farm in Mount Vernon District formerly owned by John R. Bloodsworth and recently occupied by his widow Virginia K. Bloodsworth and if so state its location and its extent and value.

A. Yes. John R. Bloodsworth was my Grandfather He died in 1879 I know the farm. It contains about one hundred and fifteen to one hundred and twenty acres and it is located in Mount Vernon District andi is the same farm which John R. Bloodsworth by his last will left to his wife, Virginia K. Bloodsworth for her lifetime only and after her death to be divided among her children in accordance with the provisions of said will. The part left to J. Randall Bloodsworth being that part of said farm laid down on the plat filed with this case, represented by lot Number six thereof containing twenty-two and eighty nine hundredths acres of cleared land and lot number two thereof containing about thirty one acres of woodland. I think that the whole tract left to Jacob Randall Bloodsworth which we are now trying to sell is worth about three thousand dollars. I want to say right here that thewoodland left by my Grandfather in his will represented on the plat by lots number one and two was left to my Father and to my Uncle Winfield together each one an undivided one half interest therein, but by agreement between my Father and my Uncle Winfield during the lifetime of my Father they made a division or agreed to make a division rather of this woodland with a line drawn from north to south dividing the same into two equal halves. The thirty one acres on the west was chosen by my father as his part of it and the thirty one acres on the East was chosen by my Uncle as his part, All of which was done with the consent of my Grand father the life tenant.

The line which my Father and Uncle agreed upon corresponds exactly with the line of divisions laid down on the plat filed herein.

Q4. How many children did John R. Bloodsworth leave, Name them.

A. Five, Emma Simms, Winfield S. Bloodsworth, Robert Edward Bloodsworth, Elizabeth J. Evans and Jacob Randall Bloodsworth and they all reside in Somerset except R. Edward Bloodsworth who lives in Dorchester County, Maryland.

Q5. Is Jacob Randall Bloodsworth living or dead. If dead when did he die and who did he leave as his heirs at law m Did he leave a will.

A. He is dead. Died July 1916 He left no will.

He left a widow having been divorces, but left the following children as his only heirs at law. John Robert Bloodsworth who intermarried with Edna Bloodsworth both of whom are of age and live in Somerset County Maryland also Lois May Matthai, who intermarried with Frederick Matthai, both of whom are of age and reside in Essex Maryland. And Helen Bloodsworth alias Helen Foxwell who is a minor and resides with her step father Hayes Foxwell in Somerset County Maryland.

Q6 State whether or not the life tenancy of Virginia K. Bloodsworth has ended.

A. Yes Virginia K. Bloodsworth died on the 23rd day of July 1925 and the said Children of Jacob Randall Bloodsworth, deceased are now the only heirs and owned of said estate left by said John R. Bloodsworth to his son, Jacob Randall Bloodsworth and possessed the same as tenants in common.

Q7. Is the real estate susceptible to a division without material loss or injury to the persons entitled to same.

A. No I don't think that it can be divided in kind, without material loss or injury to the parties entitled to an interest thereof, because there is only one dwelling house and the claared land and woodland are too small to be divided into three different parts, and the best way to divide it is to put it all up for sale and divide the proceeds. We have all agreed that we would rather that it would be done that way.

Court Question "What I have said about covers the matter I think.

Mrs. R. B. Bounds. John Robert Bloodsworth

Winfield S. Bloodsworth having been duly sworn was examined and testified as follows:

Q1 State your name age residence and occupation.

A. Winfield S. Bloodsworth age 64 sailor Mount Vernon District.

Q2. Do you know the parties to this suit and if so how long have you known them and wheredo they reside.

A. Yes I am one of the defendants All the other plaintiffs and defendants are either my nephews or nieces. I have known them all their lives. We all reside in Somerset County, except Lois, who resides at Essex Heights Maryland All the parties to this suit except myself are children of Jacob Randall Bloodsworth deceased/

Q3. Did you know John R. Bloodsworth and if so is he living or dead If dead what estate did he leave and how did he leave it?

A. Yes John R. Bloodsworth was my father. He died in 1897. He left property a farm consisting of one hundred and fifteen or twenty acres in Mount Vernon District, Maryland. He left a will in which he left all of said farm to his widow, Virginia K. Bloodsworth my Mother for a term of her natural life and after her death to divide among several children as described in the will. The part in saidnwill to his son, Jacob Randall Bloodsworth is in two tracts. The first tract consisting of twenty two and eighty nine one hundredths acres of cleared land and is bounded on the north by themarsh of Wicomico River on the east by a strip of cleared land belonging to Winfield S. Bloodsworth on the south by the county road leading from Princess Anne to Mount Vernon and on the west by the old lane leading from the county road to the old Home Place. The second place is atract of woodland containing sixty two acres of land which was left by item 5 of said will to Jacob Randall Bloodsworth and Winfield S. Bloodsworth together ~~wick~~ as tenants in common share and share alike but in the lifetime of Jacob Randall Bloodsworth he and I agreed to divide it by striking a straight line in the center thereof from north tosouth He to take the west side and I to take the east side and we struck a line as aforesaid which said line corresponds exactly with the line that is laid down on the plat filed herein which division was made with the consent of the life tenant and we each one with her consent proceeded to exercise acts of owner ship on or respective halves.

Q4. How is the woodland of Jacob Randall Bloodsworth deceased bounded. Stqte the value of the whole tract left to Jacob Randall Bloodsworth by his father.

A. The woodland of Jacob Randall Bloodsworth deceased, is bounded on the north by the county road leading to Mount Vernon on the east by a straight line drawn from north to south dividing to Jacob Randall Bloodsworth land from that of myself on the south by the marsh land of Monie Creek, and on the west by the marsh woodland of Cecil Watson and the woodland of Emma Simms. The value of that part of the farm left by J. R. Bloodsworth to his son, Randall including the woodland is valued about $3000.00.

9VOGE

Q 5. Is the life tenant Mrs. Bloodsworth living or dead.

A. She is dead Died July 1925.

Q 6 Is Jacob Randall Bloodsworth living or dead If dead when did he die and who are his heirs at law.

A. He is dead. Died in 1916. Having been divorced from his wife he left no widow, but left the following children as his heirs at law. John Robert Bloodsworth who intermarried with Edna Bloodsworth both of whom are of age and live in Somerset County also Lois May Matthai, who intermarried with Frederick Matthai, both of whom are of age and live in Essex Heights, Maryland also Helen Bloodsworth alias Helen Foxwell, who is a minor and lives in Somerset County who are the only heirs of Jacob Randall Bloodsworth and own undivided interests in said land left by their Grandfather to their father Jacob Randall Bloodsworth.

Q7/ Is the said real estate known as the Jacob Randall Bloodsworth part of the John R. Bloodsworth farm susceptible of partition without material loss and injury to the parties entitled to interests therein.

A. No I do not think that it is. It is only a small place and there are three divisions to make and only one house on it, and I think it better that the place be sold and the proceeds divided among the parties in interest. The expense of dividing it would be to great and I understand that they all prefer to have it sold.

Court Question Nothing that I know of Sir.

Mrs. R. B. Bounds. W. S. Bloodsworth

John Revelle Simms having been duly sworn was examined and testified as follows:

Q1. State your name age, residence and occupation.

A. John R. Simms 39 farming Princess Anne Maryland Route 2

Q2. Do you know the parties to this suit and if so how long have you known them

A. Yes I know them all I have known them all my life.

Q3. Did you know John R. Bloodsworth and if so is he living or dead and if dead when die he die and what estate did he leave and how did he leave it.

A. Yes He was Grandfather He is dead Died in 1897.

He owned a farm in Mount Vernon District containing about one hundred and fifteen to one hundred and twenty acres. He left a will giving the same after his death to his widow Virginia K. Bloodsworth for life and after her death dividing the same among his children, among whom was Jacob Randall Bloodsworth, to whom he left that part of a farm containing twenty two and eighty nine hundredths acres of cleared land and laid down on the plat filed herein as lot Number six and also a one half interest as tenant in common with Winfield S. Bloodsworth in all that lot of woodland laid down on the plat filed herein as lots number one and two but in the life time of said Jacob Randall Bloodsworth, he and his brother Winfield S. Bloodsworth agreed with the consent of their mother, the life tenant to divide the said woodland in equal parts by running a line from north to south, through the center thereof which they did and Jacob Randall Bloodsworth took the west half thereof and Winfield S. Bloodsworth his brother took the east half thereof and both of them with the consent of the said life tenant immediately occupied and took a limited possession and ownership over his respective part. I am sure that this division was made during the life time of Jacob Randall Bloodsworth and that the line on the plat filed in this case dividing the said woodland into equal halves is the line that they agreed upon.

Q 4 Is Virginia K. Bloodsworth living or dead and if dead when die she die.

A. She died on the 23rd day of July 1925.

Q5. Is Jacob Randall Bloodsworth living or dead and if dead when did he die and what heirs did he leave.

A. He is dead. Died in July 1916. He left this property which his Grandfather left him in his will which is worth about three thousand dollars and is described as aforesaid and left as his heirs at law John Robert Bloodsworth, who intermarried with Edna Bloodsworth, Lois Matthai who intermarried with Frederick Matthai all of whom are of full age and reside in Somerset County, except Lois Matthai who lives at Essex Heights Maryland, also another child Helen Bloodsworth, alias Helen

Foxwell who is minor and resides in Somerset County. Jacob Randall Bloodsworth left no will and these children succeed to his property as tenants in common. He left no widow.

Q6. Is the real estate left by Jacob Randall Bloodsworth by the will of his father John R. Bloodsworth susceptible of partition among the parties entitled to interests therein without material lossoz injury.

A. No. I don't think that it can be divided without loss and injury because the costs of dividing it would be so great. There is only onehouse and it and three parties to divide it among. The amount is small. I think that the best way to divide it is to sell the whole tract and divide the proceeds thereof among the parties in interest. This is not only the best thing to do but it is also in accordance with the wishes of each and every party in interest.

Court Question "That is about all".

Test: Mrs. R. B. Bounds. John R. Simms

Plaintiff herewith files plat and certificate marked Exhibit "B" to be used as evidence in this cause There being no further witnesses produced to me to be examined I herewith at the request of Plaintiff's Solicitor return the above depositions to Court closed under my hand and seal and certified that the annexed statement of costs is correct.

Given under my hand and seal this 8th day of December nineteen hundred and twenty five.

Harry C. Dashiell (SEAL).

Examiner in Chancery.

Bills of Costs.

Harry C. Dashiell Examiner	$5.00.
John Revelle Simms Witness	1.11
	$6.11.

And thereafter to wit on the 24th December 1925 the Circuit Court here passed the following decree in the premises to wit:

John Robert Bloodsworth et als.	)	No. 3820 Chancery
Vs.	)	In the Circuit Court
Helen Bloodsworth alias Helen Foxwell and	)	For Somerset County.
Winfield S. Bloodsworth.	)	

This cause standing ready for hearing and being submitted the proceedings were read and considered It is thereupon this 24th day of December in the year 1925 by the Circuit Court for Somerset County in equity adjudged ordered and decreed that the line agreed upon by J. Randall Bloodsworth in his lifetime and Winfield S. Bloodsworth, dividing the woodland left in item 6 of the will of John R. Bloodsworth to said J. Randall Bloodsworth and Winfield S. Bloodsworth as tenants in common share and share alike and running through the centre thereof from north to south as shown and laid down in the plat filed herein as Exhibit "B" be and the same is hereby ratified and confirmed and adopted as the line dividing the said tract of timberland.

And it is hereby further adjudged ordered and decreed that the property belonging to Jacob Randall Bloodsworth mentioned in the proceedings be sold and that Gordon Tull be and he is hereby appointed trustee to make said sale and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the state of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Three Thousand dollars ($3000.00) if corporate bond and six thousand dollars if personal surety conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such weekly newspaper printed or published in Somerset County as he shall think proper of the time, place, manner and terms of sale which terms shall be one third cash, one third in six months and one third in twelve months or all cash at the option of the purchaser the credit portions to bear interest and be secured to the satisfaction of the trustee, and as soon as may be convenient after such sale or sales the said trustee shall return to this court full and particular account of his proceedings

relative to such sale with an aannexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the courts 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 acknowledged and recorded according to law, convey to the purchaser or purchasers his her or their heirs the property and estate to him, her or them sold, free and clear and discharged from all claims of the parties thereto, plaintiffs and defendants, and those claiming by from or under them or either of them and the said trustee shall bring into this Court the money arising from said sale 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.

Robt F. Duer, Judge.

And thereupon the said Gordon Tull Trustee filed in Court here a bond inthe words following to wit:

Know all men by these presents: That we Gordon Tull as Principal of Princess Anne, Somerset County Maryland and the 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 dollars ($3000.00) 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 out seals and dated this day of in the year or our Lord one thousand nine hundred and .

Whereas the above bounden Gordon Tull by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County has been appointed trustee to sell the real estate mentioned in the proceedings in the case of John Robert Bloodsworth et al Vs. Helen Bloodsworth alias Helen Foxwell et al being No. 3820 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Gordon Tull 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: J. R. Stewart. Gordon Tull (SEAL).

Attest J. R. Stewart. United States Fidelity and Guaranty Company.

Corporate Seal. By Gordon Tull, Atty in fact.

Which said bond was thus thereon endorsed.

Bond approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 26th day of January 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

John Robert Bloodsworth et als.	)	No. 3820 Chancery
Vs.	)	In the Circuit Court
Helen Bloodsworth alias Helen Foxwell et al.	)	For Somerset County.

To the Honorable the Jusge of the Circuit Court for Somerset County in Equity:

The report of Gordon Tull trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows that after giving Bond with security for the faithful discharge of the trust as required by said dedree and giving notice of the time, place, manner and terms of sale by advertisement in the Somerset News a paper published in said Somerset County once a week for three successive weeks before the day of sale and by hand bills extensively circulated in said County he did pursuant to said notice attend at Princess Anne Md., in front of the Court House door on Tuesday the 26th day of January in the year nineteen hundred and twenty six at about two O'clock P. M. and then and there did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows: All those two lots tracts and parcels of land located in Mr. Vernon District Somerset County Maryland and laid down and described by metes

and boundsm courses and distances as lots Nos. 2 and 6 on a plat filed among the proceedings in this cause and hereby referred to and made a part hereof for a fuller description of the lots hereby sold: Lot No. 2 being a part of a tract of land of timber containing 31 acres more or less, well set in timber devised by John R. Bloodsworth to his son Jacob Randall Bloodsworth and Winfield S. Bloodsworth as tenants in common and divided by Agreement in the life time of said Jacob Randall Bloodsworth and sold in accordance with said agreement which was ratified and confirmed by the Court in this proceeding as lot No. 2 laid down and described on the said plat.

Lot No, 6 being that part of the farm of cleared land of said John R. Bloodsworth decd., known as his home place, containing 22-89/100 acres of cleared land, more or less with all the Manor house improvements devised to his son Jacob Randall Bloodsworth in item 5 of said will and is more particularly and better sescribed and laid down as lot No. 6 on the plat and certificate herein filed as aforesaid among these proceedings.

Your trustee after extensively advertisements distributed among the timber men, at their request offered the two said lots separately and then offered them as a whole the offer received as a whole to prevail in case it exceeded the sum of the offeres when put up separately.

The highest offer received for lot No. 2 was that made by John Robert Bloodsworth and was $2010.00 and the highest offer received for lot No. 6 was also made by John Robert Bloodsworth and was $1000.0 Then your trustee offered the two lots as a whole. And sold the same to John Robert Bloodsworth he being then and there the highest bidder therefor at and the sum of thirty five hundred and ten dollars ($3510.00) and said purchaser has complied with the term of sale.

Gordon Tull, Trustee.

State of Maryland Somerset County Sct:

On this 26th day of January nineteen hundred and twenty six personally appeared before me Clerk of the Circuit Court for Somerset County Gordon Tull trustee named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein was fairly made.

W. Jerome Sterling, Clerk of the Court for Somerset County.

Upon which said report the Clerk of the Circuit Court here filed the following order.

John Robert Bloodsworth et als.	)	No. 3820 Chancery
Vs.	)	In the Circuit Court
Helen Bloodsworth alias Helen Foxwell et al.	)	For Somerset County.
		In Equity.

Ordered that the sale of property mentioned in these proceedings the same being No. 1820 on the Chancery docket in said Court made and reported by Gordon Tull trustee to sell the real estate devised to Jacob Randall Bloodsworth by his father John R. Bloodsworth be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26th day of February 1926 provided a copy of this order be inserted in some weekly newspaper published in Somerset County once in each of three successive weeks before the 26th day of February 1926.

The report states the amount of sales to be $3510.00.

W. Jerome Sterling Clerk.

And now on this day to wit on the 2nd day of Marcy 1926 cpme again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor afore said the Court here passed the following order to wit:

John R. Bloodsworth et als.	)	In the Circuit Court
Vs.	)	For Somerset County
Helen Bloodsworth alias Helen Foxwell et al.	)	In Equity No. 3820 Chancery

Ordered by the Court this 2nd day of March 1926 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 duenotice appears to have been given as required by the order Nisi

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passed in said cause and the Trustee allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Irome Sterling ,Clerk.

H. Fillmore Lankford, Ex Parte Trust created by mortgage from Benjamin S. Lankford to Nellie H. Brattan assigned to Ida M. Lankford.	Be it remembered that heretofore to wit on the 12th February 1926 a certain Ida S. Lankford of Somerset County and state of Maryland by H. Fillmore Lankford her solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Nellie H. Brattan and

assignedto Ida M. Lankford by a certain Benjamin S. Lankford of said County and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this 16 day of July in the year nineteen hundred and eight by Benjamin S. Lankford of Somerset County and state of Maryland Witnesseth:

Whereas the said Banjamin S. Lankford has this day borrowed from Nellie H. Brattan of said county and state the sum of fifteen hundred dollars which the said Nellie H. Brattan has advanced for the said Benjamin S. Lankford to complete the payment of the purchase money for the land hereinafter mentioned and whereas the said Banjamin S. Lankford has executed and delivered to the said Nellie H. Brattan his promissory note for said sum of fifteen hundred dollars dated evenly herewith and payable in five equal installments payable three, four, five, six and seven years after date respectively with interest from date payable annually from date and whereas for the purpose of securing the payment of said sum of money with interest as aforesaid this mortgage is executed,

Now therefore this mortgage witnesseth that for and in consideration of the premises the said Benjamin S. Lankford hereby grants and conveys unto the said Nellie H. Brattan her heirs and assigns in fee simple all those lots or parcels of land situate lying and being in Westover District in Somerset County in the state of Maryland and described as follows, that is to say, lying and being on the County road leading from Westover to Jamestown containing in the aggregate eighty one and three eighths acres more or less, and being all the lands which were conveyed to the said Banjamin S. Lankford by Isaac P. Dryden and wife by deed dated evenly herewith andintended to be recorded among the land records of said county cotemporaneously herewith and being the same parcels of land which were conveyed to the said Isaac P. Dryden by Samuel W. Beauchamp and wife by deed bearing date the 21st day of April eighteen hundred and ninety eight recorded among said records in Liber O.T.B. No. 23 folio 260 and being the same property whereon the said Benjamin S. Lankford now resides and reference is hereby made to the said deeds and to the references in said deeds contained for a full and accurate description of the several parcels of land hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagee her heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said promissory note and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges, of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues charges mortgage debt and interest aforesaid the said mortgagor does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said mortgagee her personal representatives or assigns or H. Fillmore Lankford her or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his or their heirs or assigns and which sale shall be made in the manner following, viz, upon giving twenty days' notice of the time, place manner and terms of sale by advertisment in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply to the payment of all expenses incident to such sale, including a reasonable attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, secondly to the payment of all clsims of the said mortgagee her personal representatives and assigns under this mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor or to whomever may be entitled to the same and in the event that said mortgaged property or any part thereof, shall be advertised under the powers hereby granted and that the said Mortgagor or any person in her behalf shall pay said mortgaged debt and interest after an advertisement and before a sale the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable attorney's fee and one half the commission hereinbefore mentioned upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least five hundred dollars and to cause the policy to be affected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said mortgagee her personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and ifnthe said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorixed to insure and keep insured the saidimprovements and what ever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of the said mortgager.

Test: George H. Handy. Benjamin S. Lankford (SEAL).

State of Maryland Somerset County to wit:

I hereby certify that on this 16 day of July in the year nineteen hundred and eight before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared Benjamin S. Lankford the mortgagor named in the foregoing mortgage and duly

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acknowledged the foregoing mortgage to be his act and deed.

George H. Handy J.P.

State of Maryland, Somerset County to wit:

I hereby certify that on this 17th day of July in the year nineteen hundred and eight, before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County personally appeared H. Fillmore Lankford and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that Nellie H. Brattan the mortgagee in the foregoing mortgage has not required the mortgagor his agent or attorney or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance nor will the said mortgagee require any tax levied thereon to be paid by the mortgagor or any person for him during the exitance of this mortgage, and that he the said H. Fillmore Lankford, is the agent of the said Nellie H. Brattan the mortgagee and that he is duly authorized to make this affidavit. Emanuel B. Lyons, J.P.

Received for record 17th July 1908 and recorded in Liber S.F.D. NO. 46 folio 446&c., one of the Land Records of Somerset County.

Per S. Frank Dashiell Clerk.

For value received and in pursuance of an order of the Orphans Court for Somerset County and as executor of the last will and testament of Nellie H. Brattan deceased, I hereby assign the within and foregoing mortgage to Ida M. Lankford without recourse.

H/ Fillmore Lankford , (SEAL).
Witness Benj. H. Sterling, Executor of Nellie H. Brattan deceased.

Filed for record 2nd June 1922 and recorded in Liber S.F.D. NO. 46 folio 446.

Test: W. Jerome Sterling, Clerk.

Bill obligatory in the foregoing Mortgageis as follows:

$1500.00. Westover Md July 16, 1908.

Secured by mortgage of even date herewith and for value received I promise to pay to the order of Nellie H. Brattan fifteen hundred dollars in five equal installments, payable three four five six and seven years after date respectively (the same being money advanced by said Nellie H. Brattan to pay purchase money for mortgaged property) with interest from date, payable annually from date and I hereby waive the benefit of all statutory exemptions as to the bebt evidenced by this note.

Witness: George H. Handy. Benjamin S. Lankford.

For value received and in pursuance of an order of the Orphans Court for Somerset County I hereby assign the within note to Ida M. Lankford without recourse

Witness my hand and seal this 2nd day of June 1922.

H. Fillmore Lankford, (SEAL).
Executor of Nellie H. Brattan deceased.

And thereupon the said H. Fillmore Lankford Trustee filed in Court here a bondin the words following.

KNOW ALL MEN BY THESE PRESENTS, that we H. Fillmore Lankford, principal and the "Fidelity and Deposit Company of Maryland" a body corporate surety are held and firmly bound unto the state of Maryland in the full and just sum of Thirty five Hundred 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, administrators and successors in the whole and for the whole, jointly and severally firmly by these presents sealed with out seals and dated this 12th day of February nineteen hundred and twenty six.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a Mortgage from Benjamin S. Lankford to Nellie H. Brattan dated the 16th day of July 1908 recorded among the land records of Somerset County in Liber S.F.D. No. 46 folio 446 etc., and assigned to Ida M. Lankford by H. Fillmore Lankford executor of Nellie H. Brattan by assignment dated the 2nd day of June 1922, recorded among the said records in Liber S.F.D. No. 46 folio 446 is authorized

upon default to sell the real estate in said mortgage mentionedd as Attorney named in said mortgage which said real estate is situated in Somerset County, Maryland and whereas default has occurred under the terms, conditions and covenants of said mortgage, and whereas the said H. Fillmore Lankford, as attorney as aforesaid is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property.

Now the condition of the above obligation is such that if the above bounden H. Fillmore Lankford, do and shall well and faithfully perform the trust reposed in him by said mortgage 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 said H. Fillmore Lankford has hereto set his hand and seal and the said Fidelity and Deposit Company of Maryland a body corporate as aforesaid has caused these presents to be duly signed by H. Fillmore Lankford its Attorney in fact and its corporate seal to be affixed the day and year hereinbefore written.

H. Fillmore Lankford, (SEAL).

Witness:

Henry M. Lankford. Corporate Seal.

Fidelity and Deposit Company of Maryland by H. Fillmore Lankford its Attorney in fact per power of attorney Recorded in office of Clerk of Circuit Court for Somerset County.

Which said Bond was thus thereon endorsed.

The within bond and surety approved this 12th day of February 1926.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 24th February 1926 the said trustee exhibited and filedin the Circuit Court for Somerset County a report of sales with an affidavit thereunto annexed, which said report and affidavit as aforesaid filed are in the words following to wit:

H. Fillmore Lankford, Ex Parte Trust created by mortgage from Benjamin S. Lankford to Nellie H. Brattan assigned to Ida M. Lankford.	)))	No. 3854 Chancery In the Circuit Court For Somerset County Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, Attorney named in a mortgage from Benjamin S. Lankford to Nellie H. Brattan dated the 16th day of July, 1908, recorded among the land records of said Somerset County in Liber S.F.D. No. 46 folio 446 etc., and assigned to Ida M. Lankford, by assignment dated the 2nd day of June 1922, recorded among said records in Liber S.F.D. No. 46 folio 446 respectfully represents.

That after default had occurred in the covenants and conditions of said mortgage and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County and after having given at least twenty days' previous notice of the time, place manner and terms of sale by advertisement in the "Marylander and Herald" a weekly newspaper printed in Somerset County and by hand bill posted at the Court House door in Princess Anne, Maryland, he did, in pursuance of said notice attend at the Court House door in Princess Anne, Somerset County, Maryland, on Tuesday the 23rd day of February 1926, at or about the hour of 2.00 O'clock P. M. and by virtue of the power conferred upon him in and by said mortgage, proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He offered all thatfarm or tract of landin Westover Election District in Somerset County, Maryland on the south side of the county road leading from Westover to Jamestown, containing eighty one and three eighths acres more or less, adjoining the land of James S. Rue the land of Alonzo C. Outen and wife and other lands, being the land conveyed by said mortgage, and also being the same and all the land which was conveyed to the said Benjamin S. Lankford by Isaac P. Bryden and wife by deed dated the 16th day of July 1908, recorded among said records in Liber S.F.D. No. 49 folio 91 etc and sold the same to James S. Rue of Somerset County in the state of Maryland, he

being then and there the highest bidder therefor at and for the sum of twenty four hundred and fifty dollars and the said purchaser has complied with the terms of sale to the satisfaction of the said Attorney.

And the said Attorney brings into Court the fund arising from said sale. and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford, Attorney.

State of Maryland, Somerset County to wit:

I hereby certify that on this 24th day of February nineteen hundred and twenty six, before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the attorney named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

H. Fillmore Lankford Ex Parte	)	No. 3854 Chancery
Trust created by mortgage from Benjamin	)	In the Circuit Court
S. Lankford to Nellie H. Brattan, assigned to	)	For Somerset County
Ida M. Lankford.	)	Maryland.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, in Equity this 24th day of February nineteen hundred and twenty six that the report of H. Fillmore Lankford, the attorney mentioned in the above entitled cause and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 25th day of March, 1926, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 23rd day of March 1926.

The report states the amount of sales to be $2450.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 26th day of March 1926 comes again into Court here the said Trustee and on motion of the said trustee the Court here passed the following order.

H. Fillmore Lankford, Ex Parte trust	)	No. 3854 Chancery
created by Mortgage from Benjamin S. Lankford to	)	In the Circuit Court
Nellie H. Brattan assigned to Ida M. Lankford.	)	For Somerset County
		Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 26th day of March nineteen hundred and twenty six ordered by the Circuit Court for Somerset County in Equity that the within report of H. Fillmore Lankford, Attorney and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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Margaret J. Long and others) Be it remembered that herefofore to wit on the 19th
Vs.) January 1926 a certain Margaret J. Long by H. Fillmore
Mary A. Beauchamp and others.) Lankford their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary A. Beauchamp and others which said bill of complaint is in the words following to wit:

In the Circuit Court for Somerset County, In Equity:

Margaret J. Long, James M. Long and Lina E. Long his wife

Versus

Mary A. Beauchamp, Harriet R. Flurer Elizabeth Chamberline and Frank R. Chamberline her husband, Mary Long , Ruth Long, Morris Stratton Long, David J. Dryden and Mattie E. Dryden his wife and George S. Long.

"""""""""""""""""""""""""""""""""""""

To the Honorable the Circuit Court for Somerset County in Equity:

The Plaintiffs complaining say:

1st: That a certain Robert B. Long, late of said county, deceased was in his lifetime and at the time of his death seized of all that farm or tract of land in Westover Election District in Somerset County Maryland on the west side of the county road leading from Arden Station to Green Hill containing one hundred and twenty three and two thirds acres more or less, with the improvements thereon which was conveyed to the said Robert B. Long by Henry J. Waters, trustee and James M. Long and wife by deed dated the 19th day of December 1925, recorded among the land records of said County in Liber W.J.S. No. 92 folio 380 etc.

2nd: That being so seized and of said real estate the said Robert B. Long died intestate on or about the 8th day of January 1926, leaving surviving him as his only heirs at law the following named persons, (1) Margaret J. Long his wife one of the plaintiffs in this suit (2) James M. Long a brother who intermarried with Lina E. Long also plaintiffs in this suit, (3) Mary A. Beauchamp a sister (4) Harriet R. Flurer a sister (5) Elizabeth Chamberline a sister who intermarried with Frank R. Chamberline (6) Mary Long, Ruth Long and Morris Stratton Long, children of Harris C. Long a deceased brother of the said Robert B. Long (7) David J. Druden a son of Virginia Dryden a deceased, sister of the said Robert B. Long the said David J. Dryden having intermarried with Mattie E. Dryden and (8) George S. Long a son of George W. Long a deceased brother of the said Robert B. Long.

3rd: That all the parties to this suit are of full age, except the said Mary Long, Ruth Long and Morris Stratton Long who are infants under the age of twenty one years.

4th: That the said David J. Dryden and Mattie E. Dryden reside in Wicomico County in the state of Maryland that the said George S. Long is a non resident of the state of Maryland and resides in the state of Delaware and thatall the other defendants reside in Somerset County in the state of Maryland.

5th: That said real estate can not be divided without loss and injury to the persons having interests therein 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 to this suit, according to their respective interests therein.

To the end therefore.

First: That a decree may be passed for thesale of said real estate.

Second: That the proceeds thereof may be divided among the parties to this suit according to their respective rights and interests therein.

Third: That the plaintiffs may have such other and further relief as their case may require.

May it please your Honors to grant unto the plaintiffs the writ of the State of Maryland of subpoena directed to the said Mary A. Beauchamp Harriet R. Flurer, Elizabeth Chamberline and

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Frank R. Chamberline her husband, adults and Mary Long Ruth Long and Morris Stratton Long, infants all of Somerset County, in the state of Maryland and the writ of the state of Maryland of subpoena directed to the said David J. Dryden and Mattie E. Dryden his wife, adults of Wicomico County, in the tate of Maryland commanding them and each of them to be and appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have, why a decree ought not to be passed as prayed, and also the order of publication giving notice to the said George S. Long a non-resident of the state of Maryland of the object and substance of this bill and warning him to be and appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any he has why a decree ought not to be passed as prayed. And as in duty bound etc.

Henry J. Waters

H. Fillmore Lankford
Solicitors for the Plaintiff.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued.

Maryland, Somerset County to wit:

The State of Maryland To Mary Long, Ruth Long and Morris Stratton Long of Somerset County Greeting:

You are hereby commanded that all excuses anddelays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Margaret J. Long and others against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of January Anno Domini 1926.

Issued the 20th day of January Anno Domini 1926/

Per order. W. Jerome Sterling, Clerk.

At which said first Monday in February the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

"Summoned severally the within named defendants, and a copy of subpoena left with each of said defendants and a copy left with Annie Long, mother and guardian of said defendants.

Luther Daugherty, Sheriff.

And thereafter on the 17th day of February George S. Long filed the following answer.

Mary J. Long and others	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity;

The answer of George S. Long to the bill of complaint of Mary J. Long and James M. Long and wife against him and others in said Court exhibited in the above entitled cause.

This defendant answering says that he admits all the allegations contained in the bill of complaint in said cause and that he consents to the immediate passage of a decree by said Court for the sale of the real estate of which the said Robert B. Long died seized and described in said cause.

And as in duty bound etc.

George S. Long
One of the defendants in the above cause.

State of Delaware New Castle County to wit:

I hereby certify that on this 26th day of January nineteen hundred and twentybsix before me the subscriber a Notary Public of the state of Delaware in and for New Castle County, residing in the City of Wilmington personally appeared George S. Long and acknowledged the foregoing answer to be his act and I further ceritfy that the said George S. Long signed said answer in my presence.

In testimony whereof I hereto subscribe my name and affix my notarial seal the day and year aforesaid. Seal of Notary. G. D. Hopkins, Notary Public.

And thereafter on the 17th February 1926 the answer of Elizabeth Chamberline and Frank H. Chamberline was filed.

Margaret J. Long, James M. Long and wife	)	No. 3951 Chancery
Vs.	)	In the Circuit Court
Elizabeth Chamberline and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The answer of Elizabeth Chamberline and Frank R. Chamberline her husband to the bill of complaint of Margaret J. Long and James M. Long and wife against them and others in said Court exhibited in the above entitled cause.

These defendants answering say, that they admit all the matters and things alleged in said bill of complaint to be true as therein set forth and stated and that they hereby consent to the passage of a decree for the sale of the property mentioned in the proceedings or to such other decree as to the Court may seem proper in the premises.

And as in duty bound etc. Elizabeth Chamberline

Frank R. Chamberline
Signed by J. L. C. F.R.C. could not see to write.

Witness
John L. Chamberline.

And thereafter on the 17th February 1926 the answer of Harriet R. Flurer was filed.

Margaret J. Long and James M. Long and wife	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp, Harriet R. Flurer and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The answer of Harriet R. Flurer to the bill of complaint of Margaret J. Long and James M. Long and wife against her and others in said Court exhibited in the above entitled cause.

This defendant answering says that she admits the matters and things alleged in said bill of complaint to be true as therein set forth and stated and that she hereby consents to the passage of a decree for the sale of the property mentioned in the proceedings or to such other decree as to the Court may seem proper in the premises.

And in duty bound etc. Harriet R. Flurer

Witness: Frederick J. Flurer.

And thereafter on the 17th day of February 1926 the answer of Mary A. Beauchamp was filed.

Margaret J. Long and James M. Long and wife	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp and others/	)	For Somerset County
		Maryland

To the Honorable the Circuit Court for Somerset County in Equity:

The answer of Mary A. Beauchamp to the bill of complaint of Margaret J. Long and James M. Long and wife, against her and others in said Court exhibited in the above entitle cause. This defendant answering says that she admits all the matters and things alleged in said bill of complaint to be true as therein set forth and stated and that she hereby consents to the passage of a decree for the sale of the property mentioned in the proceedings or to such other decree as to the Court may seem proper in the premises.

And as in duty bound etc. Mary A. Beauchamp

Witness: George T. Beauchamp/

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And thereafter on the 18th February 1926 the answer of David J. Dryden and wife was filed.

Margaret J. Long and James M. Long and wife	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp , David J. Dryden and others.	)	For Somerset County Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The answer of David J. Dryden and Mattie E. Dryden his wife to the bill of complaint of Margaret J. Long, James M. Long and Lina E. Long his wife against them and others in said Court exhibited in the above entitled cause.

These defendants answering say that they admit the matters and things alleged in said bill of complaint to be true as therein set forth and hereby consent to the pagsage of a decree for the sale of the property mentioned in the proceedings or to such other and further decree as to the Court may seem proper in the premises.

And as in duty bound etc.

David J. Dryden

Mattie E. Dryden.

Witness:

Louis C. Hugher.

And thereafter on the 17th February 1926 the following petition , order appointing guardian and answer of Guardian was filed.

Margaret J. Long and James M. Long and wife	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp and others.	)	For Somerset County.

To the Honorable the Circuit Court for Somerset County.

The petition of the plaintiffs in the above cause respectfully represents.

That Mary Long Ruth Long and Morris Stratton Long defendants in the above cause have been duly summoned but being infants they cannot answer and defend this suit for themselves.

The Plaintiffs therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.

Henry J. Waters.

H. Fillmore Lankford,
Solicitors for Plaintiffs.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County this 12th day of February nineteen hundred and twenty six that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Mary Long Ruth Long and Morris Stratton Long infant defendants in the above cause.

Robt F. Duer, Judge.

The answer of Mary Long Ruth Long and Morris Stratton Long infant defendants in the above causenby James R. Stewart guradian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of Margaret J. Long and James M. Long and wife against them and others in the said Court exhibited.

These defendants for answer to the said bill of complaint by their said guardian answer and say, that being ignorant of the matters charged in the said bill and being infants of tender years they can not admit any of the allegations of said bill, but submit their rights to the protection of this Honorable Court. And as in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 18th February 1926 the Plaintiff filed the following petition and order to take testimony.

Margaret J. Long and James M. Long and wife	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp and others.	)	For Somerset County
		Maryland.

To the Honorable the Circuit Court for Somerset County in Equity:

The petition of the plaintiffs in the above entitled cause respectfully represents. That Mary A. Beauchamp, Harriet R. Flurer, Elizabeth Chamberline and Frank Chamberline her husband David J. Dryden and Mattie E. Dryden his wife, and George S. Long being all the adult defendants in said cause have filed answers admitting the facts alleged in the bill ofncomplaint and consenting to a decree for a sale of the property mentioned in the proceedings or such other decree as may be proper in the premises and that Mary Long, Ruth Long and Morris Stratton Long, the infant defendants in said cause have been duly summoned and have answered by their guardian ad litem, James R. Stewart, appointed by this Court submitting their rights to the protection of this Court. The Plaintiff therefore pray leave to take testimony in said cause.

And as in duty bound etc.

Henry J. Waters
H. Fillmore Lankford
Solicitors for the Plaintiffs.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County in Equity, this 18th day of February nineteen hundred and twenty six that the plaintiffs have leave to take testimony in the abovecause before one of the standing examiners of this Court.

Robt F. Duer Judge.

And thereafter to wit on the 24th day of February Harry C. Dashiell Examiner in Chancery tonwhom the papers in the foregoing cause has been delivered to take testimony under the foregoing order. made return thereof of certain interrogatories with him filed and the testimony by him taken in the words following to wit:

Margaret J. Long and James M. Long and wife	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp , Harriett R. Flurer and others.	)	For Somerset County
		Maryland.

Interrogatories for Plaintiffs witnesses.

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

2nd Int. Do you know the parties to this suit if yea how long have you known them and where do they reside. State their ages.

3rd Int. Did you know Robert B. Long If yea is he living or dead and if dead when did he die, and and did he or not die intestate.

4th Int. State whether the said Robert B. Long left any child, children, or descendant or any father or mother surviving him. State who are the heirs at law of the said Robert B. Long.

5th Int. State whether the said Robert B. Long owned any real estate in Somerset County Maryland at the time of his death. If yea describe it and state its value.

6th Int. State whether said real estate can be divided without loss and injury to the persons having interests therein or whether 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 to this suit according to their respective interests therein. Give the reasons for your opinion.

7th Int. Court's question.

Henry J. Waters

H. Fillmore Lankford
Solicitors for the Plaintiffs.

Margaret J. Long et al.	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp et als.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I Harry C. Dashiell a standing examiner of said Court duly qualified do hereby certify that at my office in Princess Anne Maryland, on Monday, the 22nd day of February, 1926, I did take the following depositions in response to written interrogatories filed insaid cause that is to say:

Columbus Adams a witness of lawful age, being first duly sworn deposing says:

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

Ans. Columbus Adams, age 60 years residence near Princess Anne Maryland, occupation farmer.

Answer to second interrogatory:

I know all the parties to this suit and have known most of them nearly all their lives, David J. Dryden and Mattie E. Dryden reside in Wicomico County Md., George B. Long is a non-resident of the state of Maryland and resides in the state of Delaware all the other parties to this suit reside in Somerset County Maryland.

Answer to third interrogatory.

I did know Robert B. Long he died intestate in the month of January 1926.

Answer to fourth onterrogatory:

Robert B. Long left no child, children or descendants or any father or mother surviving him. His heirs at law are the following named persons, Margaret J. Long his wife one of the plaintiffs in this suit. James M. Long, a brother who intermarried with Lina E. Long, both plaintiffs in this suit, Mary A. Beauchamp a sister, Harriet R. Flurer a sister; Elizabeth Chamberlain a sister who intermarried with Frank R. Chamberlain, Mary Long, Ruth Long and Maurice Stratton Long, children of Harry C, Long, a deceased brother of Robert B. Long, David J. Dryden a son of Virginia Dryden, a deceased sister of said Robert B. Long the said David J. Dryden having intermarried with Mattie E. Dryden and George S. Long a son of George W. Long, a deceased brother of the said Robert B. Long, All of these parties are of the full age of twenty one years except Mary Long, Ruth Long and Maurice Stratton Long, who are infants under the said age.

Answer to fifth interrogatory:

At the time of his death, Robert B. Long owned a farm in Westover District Somerset County Maryland, on the west side of the County road leading from Arden Station to Green Hill containing about 123 acres with improvements thereon dwelling house, barn and outbuildings which was conveyed unto the said Robert B. Long by Henry J. Waters Trustees and James M. Long and wife by deed dated the 19th day of December 1925, recorded among the land records of said county.

It is worth about $4000.00.

Answer to sixth interrogatory:

In my opinion said real estate can not be divided among the persons interested therein according to their respective rights and in order to make division of their interests it will be necessary to sell said real estate and divide the proceeds among them, My opinion is based upon the fact that the heirs are so numerous and the interests of some of them is so small that it would be impossible to make any fair division, That part of the land upon which the buildings are located would necessarily be more valuable than any other part of the land and therefore no division could be made allotting to each of the heirs any particular portion of the land There is but one set of buildings on this property.

Court question and answer. I know nothing further".

Test: Harry C. Dashiell Exam Columbus Adams.

Benjamin J. Barnes a witness of lawful age being first duly sworn, deposing says:

Answer to first interrogatory:

Benjamin J. Barnes age 58 years residence Kings Creek; occupation farming.

Answer to second Interrogatory:

I know all the parties to this suit and have known them for many years, They all reside in Somerset County, Maryland except David J. Dryden and Mattie E. Dryden, who reside in Wicomico County Maryland; and George S. Long who is a non resident of the state of Maryland and lives in Delaware. All of the parties to this suit are of the full age of twenty one years, except Mary Long Ruth Long and Maurice Stratton Long who are infants under the age of twenty one years.

Answer to third Interrogatory:

I did know Robert B. Long He died intertate in the month of January 1926.

Answer fo fourth interrogatory:

The dedeased, Robert B. Long left no child or children or descendant nor father or mother surviving him. His heirs at law are as follows: His wife, Margaret J. Long who is one of the plaintiffs' in this suit; James M. Long, a brother who intermarried with Lina E. Long, both plaintiffs in this suit, Mary A. Beauchamp a sister and Harriet R. Flurer a sister, Elizabeth Chamberlain, a sister who intermarried with Frank R. Chamberlain, Mary Long Ruth Long and Maurice Stratton Long, children of Harry C. Long, a deceased brother of the said Robert B. Long; David J. Dryden a son of Virginia Dryden, a deceased sister of the said Robert B. Long, the said David J. Dryden having intermarried with Mattie E. Dryden and George S. Long a son of George W. Long a deceased brother of the said Robert B. Long.

Answer to the fifth interrogatory.

At the time of his death, Robert B. Long owned a farm located in Westover, District, this County on the west side of the county road leading from Arden Station to Green Hill, containing about 123 acres It is improved by a dwelling house, farn and out buildings. This land was conveyed to the said Robert B. Long by Harry J. Waters Trustee and James M. Long and wife by deed dated Dec. 19, 1925, and is recorded among the land records of Somerset County. In my opinion it is worth from $2000.00 to $3000.00.

This real estate in my opinion can not be divided among the persons interested therein, according to their respective rights, and in order to make division of their interests it will be necessary to sell it and divide the proceeds among them. my opinion is based on the fact that the heirs are so mumerous and some of their interests is so small that it would be impossible to make a fair division among them. That part of the land upon which the buildings are located would necessarily be more valuable than any other part of the land therefore no division could be made allotting to each of the heirs any particular portion of the land There is only one set of buildings on the property.

Court question and answer. No.

Test: Harry C. Dashiell Exam. B. J. Barnes

There being no further witnesses produced to me to be examinedI herewith at the request of Plaintiffs' solicitor return the above depositions to Court closed under my hand and seal and certi fy that the annexed statement of costs is correct.

Given under my hand and seal this 24th day of February 1926.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
Columbus Adams	Witness	.75
Benj J. Barnes	Witness and Mileage	.90
		$5.65

And thereafter on the 24th day of February 1926 the following agreement to submit was filed.

Margaret J. Long and others	)	No. 3851 Chancery
Vs.	)	In the Circuit Court
Mary A. Beauchamp and others.	)	For Somerset County.

To the Honorable the Circuit Court for Somerset County in Equity:

In the above entitled cause it is agreed this 24th day of February nineteen hundred and twenty six that the papert and proceedings in the above cause be at once taken up for hearing by the Court and that the Court may at once pass such decree as may be proper in the premises the parties to this agreement waiving the ten days mentioned in the equity rules in which the testimony may lie subject to exceptions.

Henry J. Waters

H. Fillmore Lankford
Solicitors for the Plaintiffs.

James R. Stewart
Guardian ad litem for Mary Long, Ruth Long and
Mossor Stratton Long infant defendants.

And thereafter to wit on the 24th day of February 1926 the Circuit Court here passed the following decree in the premises to wit:

Margaret J. Long and others	)	In Equity In the Circuit for Somerset County.
Vs.	)	No. 3851 Chancery.
Mary A. Beauchamp and others.	)	

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

It is thereupon this 24th day of February in the year nineteen hundred and twenty six by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Henry J. Waters and H. Fillmore Lankford be and they are hereby appointed trustees to make such sale the course and manner of their proceedings shall be as follows: They shall first file in the Office of the Clerk of this Court a bond to the state of Maryland executed by themselves and a surety or sureties to be approved by said Clerk in the penalty of eight thousand dollars if individual surety or sureties or one half of said penal sum if corporate security conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in them by any future order or decree in the premises they shall then proceed to make sale of said real estate having first given at least twenty days previous notice inserted in some newspaper printed in said County and such other notice as they may think proper of the time, place manner and terms of sale which terms shall be as follows: One third of the purchase money in cash on the day of sale the balance of the purchase money to be paid in two equal installments of six and twelve months from day of sale the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved bybthe trustees or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after 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 ofsuch sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment ofthe whole purchase money(and not before the said trustees shall by a good and sufficient deed to be executed and acknowledged according to law convey to the purchaser or purchasers of said property to his, her or their heirs or assigns the property to him her or them sold, free clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by from or under them, And the said trustees shall bring into this Court the money arising on said sale or sales and the bonds 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 tonthe said trustees as the Court shall think proper to allow on consideration of the skill and such commissions to the said trustees as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trusts.

Robert F. Duer Judge.

And thereupon the said Trustees filed in Court a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Henry J. Waters and H. Fillmore Lankford, of Somerset County in the state of Maryland principals and the "Fidelity and Deposit Company of Maryland" a body corporate surety are held and firmly bound unto the state of Maryland, in the full and just sum of Four 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, administrators and successors, jointly and severally in the whole and for the whole firmly by these presents, sealed with our seals and dated this first day of March nineteen hundred and twenty six.

Whereas the above bounden Henry J. Waters and H. Fillmore Lankford, by virtue of a decree of the Circuit Court for Somerset County in Equity, have been appointed trustees to sell the real estate mentioned in the proceedings in the case of Margaret J. Long and James M. Long and wife against Mary A. Beauchamp, Harriet R. Flurer and others the same being No. 3851 on the Chancery Docket of said Court and now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Henry J. Waters and H. Fillmore Lankford do and shall well and faithfully perform the trust reposed in them in and by said decree or that may be reposed in them by any future order or decree in the premises then the above obligation shall be void. otherwise to be and remain in full force and virtue in law.

In testimony whereof the said Henry J. Waters and H. Fillmore Lankford have hereto set their hands and seals and the said Fidelity and Deposit Company of Maryland, a body corporate as aforesaid has caused these presents to be duly signed by H. Fillmore Lankford, its attorney in fact and its corporate to be affixed the day and year hereinbefore first written.

Henry J. Waters (SEAL).

Corporate Seal.

H. Fillmore Lankford (SEAL).

Witness:

Henry M. Lankford.

Fidelity and Deposit Company of Maryland
By H. Fillmore Lankford,
Its attorney in fact per power of attorney recorded in Office of Clerk of Circuit Court for Somerset County.

Which said bond was thus thereon endorsed

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 1st April 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Margaret J. Long James M. Long and wife and others.	No. 3851 Chancery
Vs.	In the Circuit Court
Mary A. Beauchamp, Harriett R. Flurer and others.	For Somerset County.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of Henry J. Waters and H. Fillmore Lankford, Trustees under the decree in the above cause to sell the real estate therein decreed to be sold, respectfully represents.

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in them by said decree, and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald a weekly newspaper printed in Somerset County and by hand bills posted at the Court House door and other public places in said County they did in pursuance of said notice attend at the Court house door in Princess Anne Maryland on Tuesday the 23rd day of March, 1926, at the hour of two o'clock P. M. and then and there proceeded to sell said real estate at public auction as follows:

They offered all that farm or tract of land in Westover Election District in Somerset County, Maryland containing one hundred and twenty three and one third acres more or less on the west side of the County road leading from Arden Station to Green Hill which was conveyed to Robert B. Long now deceased by Henry J. Waters trustee and James M. Long and wife by deed dated the 19th day of December 1925, recorded among the land records of said county in Liber W.J.S. No. 92 folio 380 etc., and adjoining the land of James M. Long improved by a dwelling house barn and other outbuildings (but reserving and excepting the growing crops of wheat and rye on said farm)

And sold the said to Joseph Sigrist of said county he being then and there the highest bidder therefor at and for the sum of twenty nine hundred ($2900.00) dollars and the said purchaser has complied with the terms of sale by paying one thousand dollars in cash, and giving his bond for nineteen hundred dollars, payable in two equal installments of six and twelve months from the day of sale bearing interest.

And the said trustees bring into the Court the money and bond arising on said sale and pray a ratification of their proceedings in the premises.

All of which is respectfully submitted.

Henry J. Waters

H. Fillmore Lankford
Trustees.

State of Maryland, Somerset County to wit:

I hereby certify that on this first day of April nineteen hundred and twenty six before me the subscriber Clerk of the Circuit Court for Somerset County Maryland, personally appeared Henry J. Waters and H. Fillmore Lankford the trustees named in the foreg ing report of sale and made oath in due form of law that the matters and things stated in the said report are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling Clerk.

Upon which said report the Clerk of the Circuit Court here filed the following order.

Margaret J. Long and James M. Long and wife and others.)	No 3851 Chancery
Vs.)	In the Circuit Court
Mary A. Beauchamp, Harriett R. Flurer and others.)	For Somerset County.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity this first day of April nineteen hundred and twenty six that the report of Henry J. Waters and H. Fillmore Lankford the trustees mentioned in the above cause and the sale of real estate by them reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 28th day of April 1926 provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 26th day of April1926 The report states the amount of sales to be $2900.00.

W. Jerome Sterling Clerk.

And now at this day to wit on the 1st day of May 1926 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

Margaret J. Long and others)	No. 3851 Chancery
Vs.)	In the Circuit Court
Mary A. Beauchamp and others.)	For Somerset County.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 1st day of May nineteen hundred and twenty six ordered by the Circuit Court for Somerset County in Equity that the within report of Henry J. Waters and H. Fillmore Lankford trustees and the sale by them reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: H. Jerome Sterling ,Clerk.

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the parties according to their several interests.

To the end therefore.

1. That a decree may be passed for the sale of the said real estate.

2. That the said proceeds may be distributed between your orators and the said Josephine Williams Ames, Oscar Williams, Preston Williams , William Horsey, Ola Horsey, Pearl Horsey, Nellie H. Tull and Addie S. Coulbourne, according to their respective rights and interests.

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

May it please your Honor to grant unto your orators the order of publication giving notice to the said Ola Horsey of Atlantic City N. J. and Pearl Horsey of Philadelphia Pa., both of whom are adults and non residents of this state, of the substance and object of this bill and warning them to be and appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to pass as prayed.

And also the writ of subpoena directed to the said William Horsey, Nellie H. Tull and Addie S. Coulbourne all adults residing at Marion, Somerset County Md., commanding them and each of them to be and appear either in person or by solicitor in this Court on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound &c.

Gordon Tull,
Solicitor for Plaintiffs.

And thereupon in pursuance of the prayer in the foregoingbill and by order of Court here the following order of publication was issued to wit:

Josephine Williams Ames and Oscar Williams and Preston Williams, Minors by Josephine Williams Ames their mother and next friend.	No. 3834 Chancery
Vs.	In the Circuit Court For Somerset County.
William Horsey, Ola Horsey, Pearl Horsey and Nellie H. Tull and Addie S. Coulbourne.	

The object of this suit is to procure a decree for the sale of the Amelia Williams real estate at Marion Sta., Md., for partition.

The bill in substance states that Amelia Williams died about 15 years ago. intestate leaving about 2 acres of land and a home at Marion which was conveyed to her by Southey F. Miles and wife, by deed dated the 26th day of December 1882, and recorded in Liber B.F.L. NO. 5 folios 467-8 leaving certain children as her only heirs at law all of whom except William Horsey, Ola Horsey and Pearl Horsey and the complaints, Josephine Williams Ames, Oscar Williams and Preston Williams, have conveyed their interests and that the said Nellie H. Tull and Addie S. Coulbourne are the present assignees and grantees thereof making the plaintiffs and the said William Horsey, Ola Horsey, Pearl Horsey, Nellie E. Tull and Addie S. Coulbourne the sole and only owners of said land and seized thereof as tenants in common and that the said real estate is not susceptible of division or partition without material loss or injury to the parties entitled to interests therein 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 amongs the parties according to their several interests And that two of the defendants Viz: Ola Horsey and Pearl Horsey are non residents of this state the first when last heard from being in New Jersey and other in Pennsylvania.

It is thereupon this 24th day of September 1925, ordered by the Circuit Court for Somerset County in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper, published in Somerset County once in each of four successive weeks before the 20th day of October 1925, give notice to the said absent defendants of the object and substance of this bill warning them to be and appear in this Court in person or by solicitor on or before the 5th day of November 1925 to show cause if any they have why a decree ought not to be passed as prayed.

W. Jerome Sterling, Clerk.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland, To William Horsey, Nellie H. Tull, Addie S. Coulbourne of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart ypu personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in October next to answer the complaint of Josephine Williams Ames and others against you and others in the said Court exhibited.

Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 7th day of September Anno Domini 1925.

Issued the 24th day of September Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said first Monday in October the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following:

Summoned severally also copies left with each defendant.

Luther Daugherty, Sheriff.

And thereafter on the 14th November 1925 the following petition order of Court and Supplementary Bill making new parties was filed.

Josephine Williams Ames et als.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et als.	)	For Somerset County.

To the Honorable the Judge of said Court

The petition of Josephine Williams Ames and Oscar Williams and Preston Williams minors by Josephine Williams Ames their mother and next friend, plaintiffs respectfully represents.

That since the filing of their bill of complaint in the above cause and the bringing of all the defendants therein in interest in Court, it has been discovered that certain interests in the land sought to be sold are incumbered by liens of record as follows:

A. Judgment of John W. Hall Vs. Jerome Williams and Bernice Williams dated August 22nd 1914, for $502.00 debt $50.20 Collection charge and $7.00 costs being No. 25 Appearances July Term 1914, in the Circuit Court for Somerset County.

A. Judgment of S. James Adams and J. Stanley Adams partners trading as J. Stanley Adams & Co. Vs. Jerome Williams and Bernice Williams his wife dated November 22nd 1924 for $157.25 debt $1572 Collection charges and $7.00 costs being No. 82 Appearances Sept Term 1924, in the Circuit Court for Somerset County.

A Judgment of Louis E. Adams trading as L. E. Adams & Co. Vs. Jerome Williams and Bernice Williams his wife dated Dec 5th 1924 for $82.84 cebt $8.28 collection charge and $7.00 costs being No. 94 apprs Sept Term 1924.

A mortgage of Harding P. Tull and Edward R. Coulbourne against Jerome Williams and Bernice Williams his wife for $325.00 dated June 20th 1921, Rec in Liber W.J.S. No. 83 folio 110 &c. for the interest afterwards by the said Williams and wife conveyed to Addie S. Coulbourne and Nellie H. Tull wives of Edw R. Coulbourne and H. P. Tull respectively. Your petitioners are advised that the above named encumbrances ought or should be made parties to this suit, but as there is no new matter to be inserted more than the addition of the above mentioned new parties as encumbrancers your petitioners hereby in this petition and supplimentary bill reaffirming all matters and things set forth in the original bill save as the same is to be supplemented by the addition of the

above new parties as encumbrancers aforesaid, pary your Honor for leave to file this petition as a supplementary bill for the purpose of bringing the said new parties into Court to answer the said original bill as they see fit in accordance with their respective rights and interest therein.
And your petitioners further pray that subpoenasbe issued out of this Court in this case directed to the said Harding P. Tull Edward R. Coulbourne, S. James Adams and J. Stanley Adams, trading as J. Stanley Adams & Co. Louis E. Adams trading as L. E. Adams & Co. and J. Keifford Hall Admr. of the estate of J W. Hall deceased, all adults and all residing in Somerset County except J. Keifford Hall Admr. &c. who resides in Dorchester County commanding them and each of them to be and appear in this Court an some certain day to be named therein and answer the said bill of complaint and abide by and perform such decree as may be passed therein.

And as in duty bound &c. Gordon Tull, Attorney for Petitioner.

On the above petition it is hereby ordered this 11th day of November 1925, by the Circuit Court for Somerset County in Equity, that the petitioners haveleave to file the above as their supplementary bill and the Clerk of this Court is hereby directed and ordered to issue subpoenas directed to the said Harding P. Tull, Edward R. Coulbourn, S. James Adams and J. Stanley Adams trading as J. Stanley Adams & Co. and Louis E. Adams trading as L. E. Adams & Co. and J. Keifford Hall Admr. of the goods and chattels of J. W. Hall deceased all adults residing in Somerset County except J. Keifford Hall, admr. &c. who resides in Dorchester County commanding them to be and appear in this Court in person or by solicitor on the first Monday in December 1925 to answer the said bill of complaint and abide by and perform such decree as may be passed therein.

Robt F. Duer, Judge.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoenas were issued towit:

Maryland, Somerset County to wit:

The state of Maryland To Harding P. Tull and Edward R. Coulbourne of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in December next to answer the complaint of Josephine Williams Ames and others against you and others in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of November Anno Domini 1925.

Issued the 14th day of November Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said first monday in December the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following:

Summoned severally and copy of subpoena left with each defendant.

Luther Daugherty Sheriff.

Maryland, Somerset County to wit

The state of Maryland To J. Keifford Hall administrator of Dorchester County Greeting .

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in December next to answer the complaint of Josephine Williams Ames et als. against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit Court of Maryland the 2nd day of November Anno Domini 1925.

Issued the 16th day of November Anno Domini 1925

Per order W. Jerome Sterling Clerk.

At which said first Monday in December the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Dorchester County to whom the writ aforesaid was in form aforesaid delivered for service also came amd made return thereof to the Court here in the words following to wit:

Non Est. L. H. Mowbray Sheriff.

State of Maryland, Somerset County to wit:

The State of Maryland To. J. Keifford Hall of Dorchester County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in January next to answer the complaint of Josephine Williams Ames et als. against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of November Anno Domini 1925.

Issued the 12th day of December Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said first Monday in January the day of the return of the above recited writ came ggain into Court here the said complainant by his solicitor and the Sheriff of Somerset County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Summoned by reading to and duplicate copy of subpoena left with defendant this 15th day of December 1925. L. H. Nowbry, Sheriff Dor Co.

And thereafter on the 14th November 1925 the following answer of J. Stanley Adams & Co. was filed.

Josephine Williams Ames et al.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et al.	)	For Somerset County.

The Clerk of the Circuit Court of Somerset County will pleas enter the appearance of Edgar A. Jones as Attorney for J. Stanley Adams and S. James Adams, trading as J. Stanley Adams & Co. and file the following answer.

The answer of S. James Adams and J. Stanley Adams partners trading as J. Stanley Adams & Company, neither admits nor denies the matters and facts set forth in the Bill of complaint and the supplemental petition in this case filed in this Court but consents to the passage of such decree as may be right and proper in the premises.

Edgar A. Jones
Attorney for J. Stanley Adams and S. James Adams.

And thereafter on the 14th November 1925 the answer of L. E. Adams & Co. was filed.

Josephine Williams Ames et al.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et al.	)	For Somerset County.

The Clerk of the Circuit Court for Somerset County will please enter the appearance of Edgar A. Jones as attorney for Lewis E. Adams trading as L. E. Adams & Company and file the following answer.

The answer of Lewis E. Adams trading as L. E. Adams & Company neither admits nor denies the matters and facts set forth in the bill of complaint and the supplemental petition in this case filed in this Court but consents to the passage of such decree as may be right and proper in the premises.

Edgar A. Jones
Attorney for Lewis E. Adams.

BOOK 3

And thereafter on the 20th day of January 1925 the following petition decree pro confesso and order to take testimony was filed.

Josephine Williams Ames et als.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et als.	)	For Somerset County.

To the Honorable the Judge of said Court:

The petition of the Plaintiffs respectfully represents:

That all the defendants in this case have been duly summoned to appear either by subpoena or by order of publication that two of them Viz: J. Stanley Adams & Co and L. E. Adams & Co have filed answers and all the others Viz: William Horsey , Ola Horsey, Pearl Horsey, Harding P. Tull, Nellie H. Tull, Edward R. Coulbourn Addie S. Coulbourne and J. Keifford Hall Admr. of J. W. Hall decd, are in default altho more than fifteen days have gone by from the return day when they were commanded to appear and answer, Plaintiffs therefore pray that the bill may be taken pro confesso as against said defendants so in default and for leave to take testimony before one of the standing examiners of this Court to support the allegations of the bill And as in duty bound &c.

Gordon Tull , Plaintiffs attorney.

On the above petition it is hereby ordered this 20th day of January 1925, by the Circuit Court for Somerset County in Equity that the bill of complaint in this case be and the same is hereby taken pro confesso as against the said defendants, Viz: William Horsey Ola Horsey, Pearl Horsey, Harding P. Tull Nellie H. Tull, Edward R. Coulbourne, Addie S. Coulbourne, and J. Keifford Hall, Admr. of J. W. Hall decd., so in default and it is further ordered 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.

Robt F. Duer Judge.

And afterwards to wit on the 27th January 1926 Harry C. Dashiell Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony by him taken in the words following to wit:

Josephine Williams Ames et als.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et als.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint I, Harry C. Dashiell a standing examiner of said Court do hereby certify that at my office in Princess Anne Maryland on Wednesday January, 27, 1926, I did take the following depositions that is to say:

Josephine Williams Ames a witness of lawful age, being first duly sworn deposing says:

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

Ans. Josephine W. Ames age 36 years; residence live at Marion Now working in Philadelphia; occupation cook.

Int 2. Do you know the parties to this suit and if so how long have you known them.

Ans. Yes I know them I am the plaintiff together with my two children. I know all of the defendants.

Int 3. Who was Amelia Williams, Is she living or dead What property if any, did she leave and who are here lawful heirs.

Ans. Amelia Williams died about fifteen years ago, leaving a house and lot in Brinkley's District near Marion Station. It is worth about $1200.00 She keft the following heirs at law a son, Thomas Williams who intermarried with Josephine Williams and died leaving his said widow who is now Josephine Williams Ames and two minor children Oscar Williams and Preston Williams all of whom reside in Somerset County another child, Annie Williams who intermarried with William Horsey and died intestate, leaving surviving her, her husband William Horsey and the following children, viz: Irma Horsey, Ola Horsey Arthur Horsey. Pearl Horsey and Dora Horsey all of whom are of full age and reside in Somerset County except Pearl Horsey who resides in Philadelphia, Pennsylvania, and Ola

Horsey who when last hears from was in Atlantic City , New Jersey another child, Lena Williams who died intestate and unmarried directly after her mother; another child Florence Williams who intermarried with Algie Horsey and died intestate leaving no children and said Algie Horsey is now also dead. Another child Oscar Williams who conveyed all his interest to Jerome Williams and then died another child Jerome Williams who intermarried with Berenice Williams and lives in Somerset County.

Int 4. What became of the interest of Oscar Williams, Etta Williams, Dora Horsey, Irma Horsey and Arthur Horsey conveyed in fee simple all their interests in said land to Jerome Williams and Jerome Williams afterwards conveyed the same by way of mortgage to Edward R. Coulbourne and Harding P. Tull and afterwards he seems to have conveyed the same interest by way of deed to the wives of these two men, Viz, Nellie H. Tull and Addie S. Coulbourne.

Int 5. Who now owns this piece of land and how is it owned.

Ans. This land seems to be now owned by William Horsey Ola Horsey Pearl Horsey, Nellie H. Tull and Addie S. Coulbourne in fee simple as tenants in common.

Int 6. What indebtedness if any is there against this piece of land.

Ans. A Judgment belonging to the estate of John W. Hall against the interest of Jerome Williams and wife dated Aug 22, 1914, for $502.00 debt ;$50.20 collection charges and $7.00 costs, a judgment of S. J. Adams & Co. against Jerome and Bernice Williams dated Nov 22, 1924 for $157.25 debt $15.72 and $7.00 costs A judgment of L. E. Adams & Co. against Jerome Williams and wife dated Dec. 5, 1924, for $82.84 $ 8.28 collection fee and $7.00 costs A mortgage of Harding P. Tull and Edward R. Coulbourne against Jerome Williams and wife for $325.00 dated June 20, 1921 against the same interest which the said Jerome Williams and wife afterwards conveyed to the wives of the two men.

Int 7. State whether or not this real estate is susceptible of partition without material loss or injury to the parties entitled to interests therein.

Ans I do not think so. It is only a house an a small lot and it would be impossible to divide it up in kind among the parties. I think the best way to sell it and divide the proceeds of sale among the parties entitled to interests therein.

Court Question Nothing further.

Test: Harry C. Dashiell Exam. Josephine Williams Ames

William Horsey, a witness of lawful age being first duly sworn deposing says:

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

Ans. William Horsey 58 years; residence Marion, occupation farming.

Int 2. Do you know the parties to this suit and if so how long have you known them.

Ans. Yes I have known them all of my life.

Int 3 . What property if any did Amelia Williams leave, Give it value location and heirs of Amelia Williams.

Ans. She left a house and lot of land near Marion worth $1200.00 being the same property conveyed to her by Southey F. Miles and wife. She left a husband who is now dead and the same children mentioned by Joseph Williams Ames I heard testimony and she got all the heirs right.

Int 4, Is this property susceptible of partition without material loss to the parties entitled to interest therein.

Ans. It is not. It is only a small house andlot and can not be divided in kind among so many. The best way to divide it is to sell at and divide the proceeds among the parties in interests.

Court Question and answer. "No sir".

Test: Harry C. Dashiell Exam. William Horsey

Jerome Williams a witness of lawful age being first duly sworn deposes says:

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

Ans. Jerome Williams age 47 years occupation farmer; residence Marion station.

Int 3. Do you know the parties to this suit and if so how long have you known them.

Ans. Yes I have known them all of my life.

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Int 3. What estate if any did Amelia Williams leave Give its value location and the names of the heirs thereto.

Ans. Amelia Williams died about fifteen years ago her husband died in 1891 I mean leaving real estate located near Marion Station consisting of a house and lot conveyed to her by deed from Southey F. Miles and wife which is sorth about $1200.00.

Her heirs at law are the same as those mentioned by the first witness Josephine Williams Ames, I paid particular attention to her testimony and dhe got them all right.

Int 4. What encumbrances if any are there against this property.

Ans. Well in the first place, Oscar Williams, Etta Williams, Dora Horsey Irma Horsey and Arthur Horsey, conveyed all their right, title and interest therein to me and I afterwards conveyed all my right interest etc., therein by way of mortgage to Edward H. Coulbourne and Harding P. Tull for the amountnof $325.00 This money was borrowed by me from the Bank of Marion for the purpose of buying out these said heirs and Coulbourne and Tull, endorsed my note, and I gave the mortgage to seucre the endorsers. Afterwards when they wanted the note paid I did not have the money, so they bought my interest out and where to pay off the mortgage or rather the bank note and give me $150.00 in addition They then requested me to give a deed to their two wives for this property which P did but they have not paid me the $150.00 but they have not released the said mortgage, when they should have done it. I mean to say that they should have paid off the bank note. I released the mortgage and also paid me $150.00 I don't knownwhether they paid off the note or not but they have not released the mortgage or paid me the $150.00. There are also against my interest the following Judgments.

One in favor of the estate of John W. Hall No. 25 Apprs July Term 1914; one in favor of J. Stanley Adams & Co. 82 Appr Sept term 1924 one in favor of L. E. Adams & Co 94 Apprs Sept Term 1924.

Int 5. State whether or not this property is susceptible of partition without material loss and injury to the parties entitled to interest therein.

Ans. I do not think it is it is only a small house and lot and it is impossible to divide it among so many people The best way to divide it is to sell it and divide the proceeds.

Test: Harry C. Dashiell Exam. Jerome Williams.

There being no further witnesses produced to me to be examined I herewith at the request of Plaintiffs solicitor return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 27th day of January 1926.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

Bill of costs

Harry C. Dashiell	Examiner	$4.00
Jerome Williams	Witness Mileage	1.55
		$5.55.

And thereafter to wit on the 23rd day of February 1926 the Circuit Court here passed the following decree in the premises to wit:

Josephine Williams Ames et als.	)	In the Circuit Court
Vs.	)	For Somerset County
William Horsey et als.	)	No. 3834 Chancery.

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 23rd day of February in the year 1926, by the Circuit Court for Somerset County in Equity adjudged ordered and decreed that the property in the proceedings mentioned be sold that Gordon Tull be and he is hereby appointed Trustee to make sale and that the course and manner of his proceedings shall be as follows, He shall firstfiled 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 Twelve Hundred dollars if corporate otherwise Twenty four Hundred 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 at least three weeks notice by advertisement, inserted in such weekly newspaper

or newspapers published in Somerset County as he shall think proper of the time, place, manner and terms of sale which shall be one half cash, balance in six months, or all cash at the option of the purchaser the credit portions to bear interest and be secured to the satisfaction of the trustee and as soon as may be convenient after any such or sales the said Trustee shall return to this Court a full and particular report 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 the said Trustee shall by agood 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 clsims of the parties hereto 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 the Court, after deducting cost 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. Robert F. Duer.

And thereupon the said Gordon Tull trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS: That we Gordon Tull as principal of Princess Anne Maryland and the 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 Twelve Hundred dollars ($1200.00) 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 out seals and dated this twenty third day of February in the year of our Lord one thousand nine hundred and twenty six.

Whereas the above bounden Gordon Tull by virtue of a decree of the Honorable the Judge of the Circuit Court for Somerset County has been appointed trustee to sell the real estate of Amelia Williams deceased consisting of a house and lot at Marion Sta Md., mentioned in the proceeding in the case of Josephine Williams Ames et als. Vs. William Horsey et als. the same being No. 3834 Chancery now pending in said Court.

Now the condition of the above Obligation is such that if the above bounden Gordon Tull 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, other wise to be and remain in full force and virtue in law.

Witness James R. Stewart. Gordon Tull (SEAL).

United States Fidelity and Guaranty Company

Test: James R. Stewart.

By Gordon Tull
Attorney in fact.

Which said Bond was thus thereon endorsed

Bond Approved W. Jerome Sterling Clerk.

And thereafter to wit on the 23rd day of March 1926 the said trustee exhibited and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed a re in the words following to wit:

Josephine Williams Ames et als.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et als.	)	For Somerset County.

To the Honorable the Judge of the Circuit Court for Somerset County in Equity:

The report of Gordon Tull Trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned respectfully shows, that after giving bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald a paper printed in said Somerset County once a week for three successive weeks before the day of sale and by hand-bills extensively circulated in said County he did pursuant to said notice attend at Marion Station in front of Farmers Bank on the 20th day of March in the year nineteen hundred and twenty six at about 3.30 O'clock P. M. and then and there did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows:

All that lot tract and parcel of land situate lying and being in Marion on the north side of the state road leading from Marion to Burnettsville and beginning at a post set up on the north side of said road at the southerly corner of the Milbourne property and running N. 2° 15' W by and with said property 5-1/10 perches to the southerly side of the railroad property; thence N. 54° 30' E by and with said railroad property 7¼ perches to a post; thence 2° 15' E 55 1/10 perches to the north side of said state road; thence S. 88° 45' W by and with the north side of said state road 6 1/10 perches to the place of beginning containing 2 acres of land more or less improved by a good dwelling house and out buildings the same being known as the "Amelia Williams property".

And sold the same to Sandy J/ Howard and Eurma V. Howard his wife they being then and there the highest bidder therefor at the sum of Seven Hundred and fifty six dollars and said purchasers have complied with the terms of sale

Gordon Tull, Trustee.

State of MarylandSomerset County Sct:

On this 23rd day of March nineteen hundred and twenty six personally appeared before me Clerk of the Circuit Court in and for Somerset County Gordon Tull trustee named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling
Clerk of the Circuit Court for Somerset County.

Upon which said report the Clerk of the Court here passed the following order to wit:

Josephine Williams Ames et als.	)	No. 3834 Chancery
Vs.	)	In the Circuit Court
William Horsey et als.	)	For Somerset County.

Ordered that the sale of property mentioned in these proceedings made and reported by Gordon Tull Trustee to sell the real estate of the heirs of Amelia Williams deceased mentioned in the proceedings in said No. 3834 Chancery in said Court be ratified and confirmed unless cause to the contrary thereof be shown on or before the 23d day of April next provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 23rd day of April next.

The report states the amount of sales to be $756.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 1st day of May come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

Josephine Williams Ames et als.	)	In the Circuit Court
Vs.	)	In Equity
William Horsey et als.	)	No 3834 Chancery
		For Somerset County.

Ordered by the Court this 1st day of May 1926 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 allowed the ususl commissions and such proper expenses as he shall produce vouchers to the Auditor.

Robert F. Duer Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: H. Jerome Sterling ,Clerk.

"""""""

State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity begun and held at Princess Anne Town in and for said county on the first Monday in May being the 3rd day of the same Month in the year of our Lord one thousand nine hundred and twenty six.

Were Present.

Hon. John R. Pattison Chief Judge

Hon. Joseph L. Bailey Asso Judge

Hon, Robert F. Duer Asso Judge.

Luther Daugherty , Sheriff. W. Jerome Sterling, Clerk.

In the record of proceedings in said Court among others were the following to wit:

"""""""""""""""""""""""""""""""""""""""

George H. Myers Ex Parte under power in Mortgage from Harry F. Bagdley.) Be it remembered that heretofore to wit on the 21st day of August 1922 a certain E. Clay Timanus and Ida Belle Waller, Administrators C.T.A. of Margaret A. Carroll by their solicitor exhibited and filed in the Circuit Court here a certain Mortgage executed and delivered to E Clay Timanus and Ida Belle Waller Administrators C.T.A. of Margaret A. Carroll by a certain Harry F. Bagdley of said County and state which said Mortgage is in the words following to wit:

THIS MORTGAGE, made this 24th day of July in the year nineteen hundred and seventeen by Harry F. Badgley of Somerset County and state of Maryland:

Witnesseth whereas the said Harry F. Badgley is justly and bona fide indebted to E. Clay Timanus and Ida Bell Waller, administrators Cum Testamento Annexo of Margaret A. Carroll late of Somerset County deceased, in the full and just sum of Three Thousand dollars ($3000.00) thesame being for money advanced by the said E. Clay Timanus and Ida Bell Waller, Administrators aforesaid to James Preston Kelly, on account of the purchase price of the hereinafter described real estate, and has given therefor his bill obligatory of even date herewith for said principal sum, payable to the said E. Clay Timanus and Ida Bell Waller, administrators aforesaid, their successors and assigns, one year after date with interest payable annually from date to better secure the payment of which said sum, and interest these presents are executed.

Now therefore this mortgage witnesseth that in consideration of the premises of the sum of one dollar the said Harry F. Badgley does hereby grant and convey unto the said E. Clay Timanus and Ida Bell Waller, Administrators aforesaid, their successors and assigns all those several lots or parcels ofland situate in Dames Quarter Election District in Somerset County and state of Maryland, and more particularly described as follows:

First: All that farm or parcel ofnland known as the "Kelly Homestead" whereon the said Badgley now resides situate on both sides of the Main County road leading through Dames Quarter District to Deals Island, containing one hundred and thirty three (133) acres more or less and being the same land and all the land that was conveyed to James Preston Kelly by Robert J. Waller, Executor, by deed dated November 29th, 1898, and recorded among the land records of Somerset County Maryland in Liber O.T.B, No. 25, folios 96 etc.

Second: All that tract or lot of land known as "Kelly's Island situated in said Dames Quarter District, and beginning for the outlines of same with the line of John T. Parkinson and running thence with said line a south west course to the marsh thence by and with the marsh, around the Island to the line of the said Parkinson, including all the land on said Island containing one hundred (100) acres more or less and being the same land conveyed to the said James Preston Kelly by Wilbur T. Kelly and wife by deed dated January 23, 1891 and recorded as aforesaid in Liber H.F.L. No. 10 folios 33 et seq.

Third: All that tract of land containing six hundred and sixty seven (667) acres more or less known as Kelly's Desire which was granted to said James Preston Kelly by a patent from the state of Maryland,

dated July 10, 1917, and recorded among the Patent Records in the Land Office of Maryland, in Liber J.J.H. NO. 1 folios 92 etc., and filed for record in the office of the Clerk of the Circuit Court for Somerset County on July 23 1917, the said patent having been issued on a warrant of resurvey and to add vacant land, granted to the said James Preston Kelly on certain lots or parcels of land owned by the said James Preston Kelly known as "Robert's Lot" Charles His Adventure and Waller's Inlet. title to which the said Kelly acquired by two deeds, one from Harry C. Dashiell trustee, dated July 10, 1917, and filed for record among the land records of said Somerset County on Huly 23, 1917, and the other from Sallie E. Perry et al dated January 18, 1916, and recorded as aforesaid in Liber S.F.D1 No. 71 folio 23.

The aforementioned and described lots and parcels of land are the same and all of the land this day conveyed to the said Harry F. Badgley by the said James Preston Kelly and wife by deed dated evenly herewith, and intended to be delivered and recorded simultaneously with this mortgage, to which said deeds and to the patent aforesaid and all the references in them contained, special reference is hereby made as part hereof for a more full and particular description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagees their successors and assigns forever.

Provided that if the said mortgagors shall well and truly pay unto the said Mortgagees the afore said sum of money, with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagor shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments public dues charges mortgage debt and interest aforesaid the said Harry F. Badgley does hereby covenant to pay when legally demandablt. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees their successors or assigns or Joshua W. Miles or George H. Myers their Attorney or agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred inmaking such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in said Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sa sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for makingsale of property by virtue of a decree of a court having equity jurisdiction in the statenof Maryland; secondly to the payment of all claims of the said mortgagees their successors and assigns, under this mortgage, whether the same shall have matured or not; and the surplus(if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted, and that the said mortgagor or any person in his behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagor covenants to pay to the party advertising under said powers hereby granted all expesnes incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest,

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and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees, and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of said Court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgager does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least fourteen hundred dollars and to cause the policy to be effected tohereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagees their successors and assigns, to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid the said mortgagees hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Samuel H. Sudler. Harry F. Badgley (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 24th day of July in the year nineteen hundred and seventeen before me the subscriber a Notary Public of the state of Maryland in and for Somerset County personally appeared Harry F. Badgley the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me George H. Myers agent of the above named mortgagees and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that the said mortgagees have not required the mortgagor his Agent or Attorney or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance nor will the said mortgagees require any tax levied thereon to be paid by the mortgagor or any person for him during the existance of this mortgage, and that he the said George H. Myers, is the agent of the above named mortgagees and authorized to make this affidavit.

Seal of Notary.

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

Samuel H. Sudler, Notary Public.

Received for record 27th July 1917 and recorded in Liber W.J.S. No. 72 folio 452 &c., one of the Land Records of Somerset County.

Per W. Jerome Sterling, Clerk.

Bill obligatory in the foregoing Mortgage is as follows:

$3000.00.

One year after date with interest from date, I promise to pay to E, Clay Timanus and Ida Bell Waller, Administrators sum testamento annexo of Margaret A. Carroll deceased, their successors and assigns the sum of Three Thousand dollars ($3000.00) this obligation being secured by mortgage of even date herewith.

Witness my hand and seal this 24th day of July 1917.

Witness: Geo. H. Myers. Harry F. Badgley (SEAL).

And thereupon the said George H. Myers trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we George H. Myers, of Somerset County and state of Maryland, as principal and Hartford Accident and Indemnity Company, a corporation under the laws of the state of Connecticut as surety are held and firmly bound unto the state of Maryland, in the full and just sum of Four Thousand dollars to be paid to the said state or its certain

attorney, to which payment well and truly to be made, we bind outselves 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 twenty first day of August nineteen hundred and twenty two.

Whereas the above bounden George H. Myers by virtue of the power and authority contained in a mortgage from Harry F. Badgley and wife to Ida Belle Waller and E. Clay Timanus, administrators C.T.A. of Margaret Alice Carroll, deceased, dated July 24, 1917, and recorded among the land records of said Somerset County in Liber W.J.S. No. 72 folio 452 et seq., was authorized as attorney named in said mortgage to sell the property therein mentioned and whereas default having occurred in said mortgage, the said George H. Myers is about to foreclose said mortgage and has advertised the property under the power contained therein.

Now the condition of the obligation is such that if the above bounden George H. Myers, do and shall well and faithfully abide by and fulfil any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid in Equity in relation to the sale of the aforementioned mortgage property or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Test: Ellen H. Dashiell. Geo. H. Myers (SEAL).

Hartford Accident and Indemnity Company

Corporate Seal.

By Geo. H. Myers, Attorney in fact.

Which said bond was thus thereon endorsed/

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 14th day of April 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so aforesaid filed are in the words following to wit:

George H. Myers exparte under power of) No. 3574 Chancery
mortgage from Harry F. Badgley and wife.) In the Circuit Court
For Somerset County.

To the Honorable the Judges of said Court:

The report of sales of George H. Myers attorney named in a certain mortgage made and executed by Harry F. Badgley and wife to E. Clay Timanus and Ida Belle Waller , administrators and dated July 24, 1917, and recorded among the Land Records of Somerset County in Liber W.J.S. NO. 72 folio 452 under and by virtue of a power of sale therein contained default having been made in the payment of the money secuted by said mortgage or in the payment of the interest thereon or in some other covenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors that after giving bond with security approved by the Clerk of this Court for the faithful discharge of the trust, so as aforesaid reposed in him by said mortgage and as required by law and giving twenty days notice of the time place,manner and terms of sale by advertisement in the Marylander and Herald a paper published in Somerset County once a week for three successive weeks before the day of sale, and by hand bills extensively circulated throughout said County he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland on the nineteenth day of September in the year 1922 at two O'clock P. M. and then and there offer said property, for sale by public auction to wit:

First: All that farm or parcel of land known as the "Kelly Homestead" whereon the said Badgley recently resided situate on both sides of the Main County road leading through Dames Quarter District to Deals Island containing onehundred and thirty three acres more or less and being the same land and all the land that was conveyed to James Preston Kelly by Robert J. Waller, Executor by deed dated November 29, 1898 and recorded among the land records of Somerset County Maryland in Liber O.T.B. NO. 25 folios 96 etc.

Second All that tract orlot of land known as "Kelly's Islamd situate in said Dames Quarter

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District and beginning for the outlines of same with the line of John T. Parkinson and running thence with said line a southwest course to the marsh, thence by and with the marsh, around the island to the line of the said Parkinson, including all the land on said Island containing one hundred acres more or less, andbeing the same land conveyed to the said James Preston Kelly by Wilbury T. Kelly and wife by deed dated January 23, 1891. and recorded as aforesaid in Liber H.F.L. No. 10 folios 33 et seq.

Third: All that tract of land containing six hundred and sixty sevenacres more or less, known as " "Kelly's Desire" which was granted to the said Preston Kelly by a patent from the state of Maryland dated July 10, 1917, and recorded among the Patent recordsin the Land Office of Maryland, in Liber J.J.H. No. 1 folios 92 et seq., and filed for record in the office of the Circuit Court for Somerset County on July 23 1917, the said patent having been issued on a warrant of resurvey and to add vacant land granted to the said James Preston Kelly on certain lots or parcels of land owned by the said James Preston Kelly known as "Robert's Lot", "Charles His Adventure" and"Waller's Inlet title to which the said Kelly acquired by two deeds one from Harry C. Dashiell trustee, dated July 10, 1917, andfiled for record among the land records of said Somerset County on July 23, 1917, and the other from Sallie E. Perry et al dated January 18, 1916, and recorded as aforesaid in Liber S.F.D. NO. 71 folio 23.

And the highest bid received by your said attorney at said public auction for said property being two thousand dollars, which said sum your said attorney deeded inadequate your said attorney refused to accept said bid and since said date has been endeavoring to sell at private sale the aforesaid property and your said attorney further reports that he did on the twelfth day of April, nineteen hundred and twenty six succeed in selling said property at private sale through J. Thomas Taylor, a real estate broker to August Augustus Paul of the City of Trenton, state of New Jersey, at and for the sum of three thousand and five hundred dollars subject to the real estate broker's commission of ten per cent, leaving the net sale price to your said attorney three thousand one hundred and fifty dollars, your attorney further reports that in addition to the sale price aforesaid for said real estate he has collected since the said nineteenth day of September nineteen hundred and twenty two, by sale of farm produce from said property the sum of three hundred ninety six dollars and fifty five cents, as follows:

1922.Dec 9	To 2 stacks fodder sold by Wallace	$11.00
Dec 9	" 122/3 Bu corn @ .75¢ sold by Wallace	9.50
1923 Feb. 8	To Corn $5.00 pea hay $5.00 grass $4.00 Fodder $2.00	16.00
June 12	" Strawberries	20.00
Dec. 20	" 74½ bu corn @ $1.00 and 1 stack fodder @ $5.50	80.00
Feb 14	" 6 stacks of fodder at $5.50	33.00
June 28	" Strawberries and fodder	20.00
July 17	" Irving Roberts 1923 rent and costs	21.45
Nov. 24	" Wallace 1924 tomatoes	84.64
Dec 26	" Irving Roberts 1924 Tomatoes	33.50
Dec. 26	" Irving Roberts 1924 fodder	26.00
Feb 24	" Irving Roberts 1924 cabbage	2.00
1926.		
Jan 28	" Norman Wallace 1925 corn	9.50
Jan 28	" Norman Wallace collection for cattle damage	16.66
Jan 28	" Norman Wallade fodder from Irving Roberts	13.00

Making the total receipts coming into the possession of your said attorney three thousand five hundred forty six dollars and fifty five cents which said sum your said attorney has distributed as follows:

1922.		
May 21	To premium on bond	$12.00
Oct 31	" B. C. Dryden, Auctioneer	2.00
Dec 15	" Harry C. Dashiell Insurance	7.40
1923		
June 13	To Marylander and Herald, advertising	23.00
Aug 14	" Premium on bond	10.00
Nov 10	" Harry C. Dashiell, Insurance	7.40
Dec 20	" R. Mark White a/c taxes	75.00
1924		
May 30	" Harry C. Dashiell insurance	7.40
July 7	" Premium on bond	10.00
July 17	" Edgar A. Jones costs Vs. Irving Roberts	1.20

x
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Brought forward		$155.40
Aug 18	To Bal. 1922 taxes	62.18
Nov 22	" In full 1923 taxes	37.07
Dec 26	" In full 1924 taxes	36.21
1925		
May 26	" Spiva, Powell and Dashiell Insurance	7.40
July 18	" Bond premium due Aug 21	10.00
	" Miles & Myers colicitors' fee	10.00
	" Clerk of the Circuit Court for his costs	10.50
	" Taxes for the year 1925	38.60
	" Publishing order nisi	5.00
	" To attorney for his commissions per Chancery rule	159.50
	" Balance to Ida Belle Waller surviving administrator of Margaret Alice Carroll, deceased and life tenant under the will of said Margaret Alice Carroll	3014.69
		$3546.55

And your said attorney prays a ratification of said sale and the collection and distribution of the proceeds aforesaid.

Respectfully submitted.

Geo. H. Myers, Attorney and Trustee.

State of Maryland, Somerset County to wit:

On this 14th day of April nineteen hundred and twenty six personally appeared before me Associate Judge of the Circuit Court for said Somerset County, George H. Myers, attorney and trustee named in the above report of sale and distribution and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

Robert F. Duer, Judge,

Upin which said report the Circuit Court here passed the following order to wit:

George H. Myers, Exparte under power in mortgage from	) In the Circuit Court
Harry F. Badgley and wife.	) For Somerset County
	) No. 3574 Chancery

Ordered that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by George H. Myers trustee and attorney, aforesaid be ratified and confirmed unless cause to the contrary thereof be shown on or before the 14th day of May 1926, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County once in each of three successive weeks before the 14th day of May 1926. The report states the amount of sales to be $3150.00

Robt F. Duer, Judge.

And now at this day to wit on the 15th day of May 1926 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

Geo. H. Myers, Ex Parte under power	) In the Circuit Court
in Mortgage from Harry F.Badgley and wife.	) For Somerset County
	) No. 3574 Chancery.

Ordered by the Court this 15th day of May 1926, that the sale made and reported by the Trustee aforesaid and the distribution of proceeds thereof 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.

Robert F. Duer,

And thereafter on the 9th June 1926 the following release of Ida Belle Waller et al was filed.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Three Thousand fourteen dollars and sixty nine cents ($3014.69) paid to the undersigned, Ida Belle Waller by George H. Myers attorney named in a certain mortgage from Harry F. Badgley and wife to the said Ida Belle Waller et al. dated July twenty fourth nine teen hundred and seventeen and recorded among the land records of Somerset County Maryland the said sum of money having been audited and allowed to the said Ida Belle Waller as surviving administratrix of Margaret Alice Carroll and life tenant under the will of the said Margaret Alice Carroll inthe distribution of the proceeds of the sale of the property by said mortgage conveyed, made and reported by the said attorney in Chancery cause No. 3574 in the Circuit Court for said Somerset County, we, the undersigned, the said Ida Belle Waller individually and as surviving administratrix e.t.a. of the said Margaret Alice Carroll and life tantna under the will of the said Margaret Alice Carroll and

Carroll Clairvaaux Waller and William Kennedy Waller, benefaciaries under said will do hereby release, acquit exhonerate and discharge the said George H. Myers, attorney aforesaid, his heirs executors and administrators, from all and every action suit claim or demand which could or might possibly be brought, executed or prosecuted against him the said George H. Myers or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under our hands and seals this 7th day of June nineteen hundred and twenty six.

Witness. Ida B. Waller (SEAL)/

W. I. Tuttle. W. Kennedy Waller (SEAL).

Witness C. Carroll Waller. (SEAL).

W. I. Tuttle.

State of Maryland, Baltimore City to wit:

I hereby certify that on this 7th day of June nineteen hundred and twenty six before me the subscriber a Notary Public of the state of Maryland in and for Baltimore City aforesaid personally appeared Ida Belle Waller and acknowledged the aforegoing release to be her act and deed and signed her name thereto in my presence.

Seal of Notary

In testimony whereof I have hereunto set my hand and affixed my Notarial seal.

Washington Irving Tuttle. Notary Public.

State of Maryland, Baltimore City to wit:

I hereby certify that on this 7th day of June nineteen hundred and twenty six before me the subscriber a Notary Public of the state of Maryland in and for Baltimore City aforesaid, personally appeared Carroll Clairveaux Waller and acknowledged the aforegoing release to be his act and deed and signed his name thereto in my presence.

In testimony whereof I have hereunto set my hand and affixed my notarial seal.

Seal of Notary

Washington Irving Tuttle, Notary Public.

State of Maryland, Baltimore City to wit:

I hereby certify that on this 7th day of June nineteen hundred and twenty six, before me the subscriber a Notary Public of the state of Maryland, in and for Baltimore City aforesaid, personally appeared William Kennedy Waller and acknowledged the aforegoing release to be his act and deed and signed his name thereto in my presence.

Seal of Notary.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal.

Washington Irving Tuttle, Notary Public.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: H Jerome Sterling ,Clerk.

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Exparte sale of land for taxes)
R. Mark White Ereas.)
John M. Muir , Purchaser.)

Be it remembered that herefore to wit on the 26th day of May 1925 a certain R. Mark White Collector of State and County taxes for Somerset County for the year 1921 by L. Creston Beauchamp, Solicitor exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexted , which said report and affidavit so as aforesaid filed are in the words following to wit:

In the matter of the tax sale of real estate)
in Brinkleys District Somerset County Maryland) No. 3803 Chancery
assessed to Robert Anderson made and reported by) In the Circuit Court
R. Mark White, County Treasurer and collector) For Somerset County
of state and county taxes for 1921.) Maryland.
John M. Muir Ex Parte.)

To the Honorable the Circuit Court for Somerset County Maryland in Equity:

The report of R. Mark White, County treasurer and collector of state and county Tawes for Somerset County for the year 1921 respectfully represents.

That on the 30th day of June 1921 the county commissioners of Somerset County Maryland made the annual levy of state and county taxes upon the taxable property in said county and that within sixty days after said levy was made I the said R. Mark White, County Treasurer and collector as aforesaid in the performance of my duties as Clerk to the said County Commissioners made a true copy of the assessment list for said county in books supplied by said county commissioners for the purpose as required by law showing the aggregate assessment of every person, set of persons, or corporate institutions as the same appeared on the assessment books of said county with the names of said owners arranged according to election districts and alphabetically for each district and showing the amount of state and county taxes due and owing by every such person set of persons or corporate institution.

That by the said levy the said county commissioners did levy upon the property assessed to Robert Anderson in Brinkley's District said County and state the sum of dollars and thirteen cents state taxes and the sum of dollars and fifty two cents county taxes and that said taxes were due andin arrears and owing on the first day of January 1922.

That in the month of August 1921 the said R. Mark White county Treasurer and collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County that is to say the Marylander and Herald, published in Princess Anne, and the Crisfield Times, published in Crisfield and that I the said R. Mark White, county treasurer and collector as aforesaid prepared the tax bills of each taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate institutions or to the agent of the person or persons of corporate institutions to whom the property included in such bills was assessed so far as their residence or post office address was known or ascertained by me on or before the first day of October next succeeding such levy and that such advertisement and tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills.

That said taxes assessed to Robert Anderson in Brinkleys District in said county not having been paid on or before the first day of January 1922, I the said R. Mark White, county Treasurer and collector as aforesaid did within thirty days after said date mailto the said Robert Anderson at Marion Station Maryland, the same being the last known post office address of the said delinquent tax payer and account of his assessment and the taxes and interest due thereon with a notice to the said delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the delivery of said notice the same would be collected by process of law.

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That said taxes being still due andin arrears and owing constituted a lien upon the real estate of the said Robert Anderson in said district and county and I thesaid R. Mark White, county Treasurer and collector as aforesaid having found it necessary to enforce the payment of said taxes by a sale of said real estate and said real estate not being capable of division in my judgment did advertise the whole of said real estate in the Crisfield Times, a newspaper published in Somerset County once in a week for four successive weeks and also by notice set up at the Court house door in Princess Anne Maryland, giving notice of the time, place and terms of sale the year for which the taxes were due and to whom the property was assessed and that I thesaid R. Mark White, County Treasurer and collector as aforesaid in pursuance of said advertisement and notice did on Tuesday the 19th day of May 1925 at or about the hour of two O'clock P.M. at the Court house door in Princess Anne, Maryland proceed to sell at public auction for cash, all that lot or parcel of land assessed to Robert Anderson in Brinkleys District for said year described as follows:

All that lot of land in Brinkleys District Somerset County Maryland containing 6 acres more or less, bounded by the lands of Samuel Adams and assessed to Robert Anderson for said year.

And sold the same to John M. Muir he being the highest bidder therefor at and for the sumnof five dollars and ten cents, which he has fully paid and a copy of said advertisement is herewith filed as a part of his report, marked exhibit "A".

And I the said R. Mark White, County Treasurer and collector of state and county taxes for the years 1921 for Somerset County do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

R. Mark White,
County Treasurer and Collector for 1921.

State of Maryland, Somerset County to wit:

I hereby certify that on this 26 day of May, 1925, before me the subscriber a Justice of the Peace of the stateof Maryland in and for Somerset County aforesaid, personally appeared R. Mark White, County Treasurer and collector of state and county taxes for the year 1921, for Somerset County, Maryland, andmade oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Edgar A. Jones J.P.

Exhibit A referred to in the foregoing report is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Acts of the General Assembly of Maryland of 1910, I hereby give notice that on Tuesday May 19th 1925, at or about the hour of 2 O'clock P. M. at the Court House door in Princess Anne, Maryland, I will well at public auction for cash, all the hereinafter described lots or parcels of land severally mentioned, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1921 or charged to and due from the several personsl to whom the same are assessed, which said taxes are due and in arrears for said year together with the interest and costs thereon and costs of sale.

No. 1. All that lot of land in Brinkleys District Somerset County Maryland, containing 6 acres more or less bounded by the lands of Samuel Adams, and assessed to Robert Anderson for said year.

R. Mark White, County Treasurer.

Upon which said report the Circuit Court here passed the following order to wit:

In the matter of the tax sale of real estate	)	
in Brinkleys District, Somerset County, Maryland,	)	No. Chancery
assessed to Robert Anderson made and reported by R.	)	In the Circuit Court
Mark White, County Treasurer and collector of state and	)	For Somerset County
County taxes for Somerset County for the year 1921.	)	Maryland.
John M. Muir Purchaser Ex Parte.	)	

The annexed report of the proceedings of R. Mark White, County Treasurer and collector of state and county taxes for Somerset County Maryland, for 1921 relating to the sale on the 19th day of

May 1925, of six acres more or less, of land in Brinkleys District Somerset County Maryland, adjoining the lands of Samuel Adams, and assessed to Robert Anderson for the year 1921, to John M. Muir, at and for the sum of five dollars and ten cents now fully paid, having been presented to the Court, and the proceedings therein having been carefully considered and examined and appearing to be regular and it appearing that the provisions of law in relation thereto have been complied with:

It is thereupon ordered this 26th day of May 1925. by the Circuit Court for Somerset County, Maryland in Equity that notice be given in the Crisfield Times a newspaper published in said Somerset County once a week for three successive weeks before the 30th day of June 1925, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 1st day of September 1925, to show cause if any they have why said sale should not be ratified and confirmed.

The report states the amount of sales to be $5.10.

Robert F. Duer.

And now at this day on the 29th day of May 1926 comes again into Court here the said trustee and on motion of the said Splicitor the Court here passed the following order to wit:

It being proved to the Court here that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 29th day of May nineteen hundred and twenty six, adjudged and ordered by the Circuit Court here for Somerset County, Maryland, in Equity that the annexed report of R. Mark White, county Treasurer and collector of state and county taxes for Somerset County Maryland and that the sale by him reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: Jerome Sterling ,Clerk.

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Charles W. Held , assignee, Ex Parte under)
a mortgage from Edward T. Mills and Mary E. Mills)
his wife to The Federal Land Bank of Baltimore. n)

Be it remembered that heretofore to wit on the 16th day of March 1926 Federal Land Bank of Baltimore, by Chas W. Held its attorney exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to The Federal Land Bank of Baltimore from Edward T. Mills and Mary E. Mills his wife, of Somerset County , Maryland which said mortgage is in the words following to wit:

THIS MORTGAGE, made this fifteenth day of July in the year one thousand nine hundred and nineteen by and between Edward T. Mills and Mary E. Mills his wife of Somerset County in the stateof Maryland, hereinafter referred to as party of the first part, and The Federal Land Bank of Baltimore, of Baltimore, Maryland, party of the second part, a body corporate hereinafter mentioned as the Bank:

Whereas the said party of the first part is justly indebted to and unto the said The Federal Land Bank of Baltimore in the full and just principal sum of Thirty one Hundred dollars ($3100.00) current money this day loaned the said party of the first part by said Bank, the receipt whereof is hereby duly acknowledged, and Whereas the said party of the first part has executed and delivered unto thesaid Bank a promissory note of even date herewithfor said principal sum of thirty one Hundred dollars with interest thereon at the rate of five and one half per centum per annum, payable to the order of said Bank in sixty eight semi-annual payments of one hundred dollars and seventy five cents each and a final payment of one hundred dollars and forty six cents said payments being

beginning six months from the date hereof which said payments are on the amortization plan, to better secure the payment of which said principal sum and the interest thereon as above set forth, as and when each of said payments shall become due and legally demandable these presents are executed.

Now therefore this Mortgage witnesseth that for and in consideration of the premises and the sum of one dollar the said party of the first part does hereby bargain and sell grant and convey to and unto the said The Federal Land Bank of Baltimore a body corporate as aforesaid its successors and assigns the following described property to wit:

All that certain tract of land situate in East Princess Anne Election District, Somerset County, state of Maryland, lying and binding on the westerly side of the county road leading to Princess Anne, and dividing the land hereby conveyed from the land of the heirs of Samuel Miles, adjoining the land of B. C. Dryden and Ernest Dryden on the south the land of Lafayette Burlingame on the west and the land of Robert Hall on the north, containing ninety one and one half (91½) acres more or less, and being the same land that was conveyed to said Edward T. Mills by Francis A. Briddell by deed dated June 4, 1903, and recorded in Liber O.T.B. NO. 35 folio 365 one of the land records of Somerset County state of Maryland.

Excepting however so much of said land as was conveyed by said Edward T. Mills and wife to Bernard C. Dryden as appears of record in said Clerk's office.

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

To have and to hold the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

And it is hereby covenanted and agreed with said Bank that said party of the first part is lawfully seized of said premises, that said party of the first part has a good right to sell or convey the same and that the same are free and clear of all encumbrances.

Provided, that if the said party of the first part or the heirs, personal representatives or assigns, of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued in accordance with the provisions for payment herein set forth, as and when the same may be due and payable and shall perform all the covenants herein to be performed then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed, Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under the "Federal Farm Loan Act" approved July 17th 1916, and amendments thereof and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments at the highest rate allowed by this state, and not to exceed eight per cent per annum, accounting from the date of such default.

In the event that party of the first part shall fail to pay any taxes, liens, judgments or assessments against said premises when due or to maintain insurance as herein provided for the Bank may make such payments or maintain such insurance and the amount paid for shall become subject to the line of this mortgage, and bear interest from date, of payment at the highest rate allowed by this state, not exceeding eight per cent per annum.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of twenty five dollars or any multiple thereof or the entire amount then due. Such additional payments if any, shall not reduce thereafter the periodical payments herein contracted to be made, but shall operate to discharge this debt at an earlier date by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

And it is agreed that until default be made in the premises, the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes, liens, judgments and assessments public debts and charges of every kind, levied, assessed or to be levied or assessed on said hereby

mortgaged property which taxes, liens, judgments or assessments public dues, charges, mortgage debt and interest the said party of the first part individually andon behalf of heirs, personal representatives and assigns does hereby duly covenant to pay when legally demandable.

But if any of the payments in the above described note as herein provided to be made be not paid, when due or if the party of the first part shall permit any taxes, liens judgments or assessments on said land to become delinquent or fail to keep the buildings insured as herein provided, or apply the proceeds of this loan to substiantially different purposes from those for which it was obtained, or shall by neglect permit any unreasonable depreciation in value of said premises, or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall at the option of the said Bank, become immediately due and demandable, and it shall be lawful for the said Bank its successors and assigns, or its duly appointed Attorney or agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs, or assigns, which sale shall be in the manner following, viz: Upon giving twenty days' notice of the time, place manner and terms of sale in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns, may be deemed expedient, and inthe event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply; first to the payment of all expenses incident to such sale, including a fee of twenty five dollars and a commission to the party making sale of said property in the discretion of said Bank, not to exceed 5% on the amount of sale, secondly to the payment of all claims of the said mortgagee, its successors and assigns, under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said party of the first part or the personal representatives or assigns of said party of the first part or to whomever may be entitled to the same.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one half of the percentage allowed as commissions aforesaid which said expenses costs and commission the said party of the first part individually and on behalf of heirs personal representatives and assigns hereby covenants to pay and the said Mortgagee its successors or assigns, or its duly appointed agent or 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 ofthe said expenses, costs and commissions but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest costs expenses and commissions.

It is further covenanted and agreed that if the party of the first part has heretofore given, made or granted to any person or copporation any option, lease, right or privilege for any mineral, coal oil or other subsurface, or surface right or rights, or for any right or privilege other than for agricultural purposes or any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option, lease right or privilege, the rents, profits , royalties and revenues at any time arising from such option, lease right or privilege during the continuance of this mortgage, and accruing to party of the first part whether said option lease, right or privileges be operated or exercised or not at the time of the execution hereof, shall be paid over to said Bank, and by it applied to the reduction of the principal of

this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors interest in said option, lease right or privileges for the purpose aforesaid;,provided that in all cases where said option lease, right or privilege, has not been exercised or operated before the making of this indenture, but is hereafter exercised or operated, thereupon the party of the second part shall at its election have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this indenture, provided that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days notice in writing to the party of the first part of such election and demand for payment of the said debt; and no such option lease, right, or privilege for any mineral , coal oil or other sub-surface right shall be made or granted upon to or in connection with said lands herein described subsequent to the execution of this indenture without the consent of the said Bank having been first obtained in writing.

And the said party of the first part individually and on behalf of personal representatives and assigns, does further covenant to insure and pending the existance of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least three hundred dollars and to cause the policy to be effected thereon tonbe so framed or endorsed as in the case of fire to enure to the benefit of the said Mortgagee its successors or assigns, to the extent of their lien or claim hereunder and to deliver the said policy or policies to the said Mortgagee its successors or assigns.

It is agreed by the parties hereto that no assignment transfer or release of this mortgage shall be made except or annexed to the original mortgage or a duly certified copy thereof made by the Clerk or recorder of the Court in which this mortgage is recorded, or by order of said Court sitting in Equity. And no such assignment transfer or release shall be entered upon the records of said Court unless same be authorized by and copied from an assignment, transfer or release upon annexed to or presented with the original mortgage or a duly certified copy thereof made as aforesaid to which shall be attached or annexed an affidavit by said Bank that the original has been last stolen or destroyed.

And it is further agreed by the parties hereto and those claiming through or by or under them that an assignment of this mortgage as aforesaid shall carry with it an assignment of the amortization note which it is given to secure.

Witness the hands and seals of the said mortgagors.

Teste: Edward T. Mills (SEAL).

Vernon E. White. Mary E. Mills. (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 23rd day of July in the year one thousand nine hundred and nineteen before me the subscriber a Notary Public of the state of Maryland in and for the County aforesaid personally appeared Edward T, Mills and Mary E. Mills his wife the mortgagors named in the aforegoing mortgage and duly acknowledged the said mortgage to be their act, at the same time also appeared J. E. Holland 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.

As witness my hand and Notarial seal the day and year first above written.

Seal of Notary. Vernon E. White, Notary Public.

My commission expires May 1920.

Received for record 23rd July 1919 and recorded in Liber W.J.S. NO. 78 folio 484 etc., one of the Land records of Somerset County.

Per W.Jerome Sterling, Clerk.

For value received the Federal Land Bank of Baltimore of Baltimore Maryland hereby assigns, the within mortgage and the debt thereby secured to C. W. Held attorney for the purpose of foreclosure.

In witness whereof The Federal Land Bank of Baltimore, of Baltimore Maryland has caused this

assignment to be executed in its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary this 15th day of March 1926.

Corporate seal. The Federal Land Bank of Baltimore

By Vulasko Vaiden, President.

Attest:

C. R. Titlow, Secretary.

Filed for record 16th March 1926 and recorded in Liber W.J.S. No. 78 folio 488

W. Jerome Sterling, Clerk.

$3100.00 Amorti zation first mortgage note No. 3853, dated at the Fifteenth day of July 1919.

For value received we promise to pay to the order of the Federal Land Bank of Baltimore, at its office in the City of Baltimore in the state of Maryland the principal sum of Thirty one hundred dollars lawful money of the United States of America with interest on the whole of said principal sum from time to time remaining unpaid from date hereof until paid at the rate of five and one half per centum oer annum payable semi-annually both principal and interest being payable on an amortization plan andin accordance with amortization tables provided by the Federal Farm Loan Board in manner and form as follows in sixty eight semi-annual payments of One Hundred dollars and seventy five cents each beginning on the fifteenth day of January 1920 and payable on the fifteenth day of January and July in each and every year and a final payment of one hundred dollars and forty six cents payable on the fifteenth day of January 1956 unless this note be sooner matured as herein provided.

At any payment period after five years from date hereof any maker of this note shall have the privilege of paying on the principal sum hereof of twenty five ($25.00) dollars or any multiple thereof or the entire amount then due. Such additional payment s if any shall not reduce thereafter the periodical payments herein contracted to bemade but shall operate to discharge this debt at an earlier date by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

All payments not made when due shall thereafter bear interest until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum. If any default be made in any of such payments or in case of failure to comply with any of the requirements or cove nants contained in the mortgage given by the makers to secure the payment of this note then at the election of the holder of this note without presentment or demand the principal sum thereof, and all accrued interest thereon shall at once become due and payable including a collection fee of five per cent and costs.

Each and every maker and endorser of this note does hereby expressly waive the benefit of all exemption homestead or otherwise under the laws of this state and agrees to pay same without any offset whatsoever.

This note is secured by a first mortgage of e ven date herewith conveying certain real estate in the County of Somerset state of Maryland.

Edward T. Mills

Mary E. Mills.

And thereupon the said Trustee filed inCourt here a bond in the words following:

Know all men by these presents: that we Charles W. Held and the United States Fidelity and Guaranty Company 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 Thirty five hundred ($3500.00) 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 16th day of March in the year of our Lord nineteen hundred and twenty six.

EDOVE

Whereas the above bounden Charles W. Held by virtue of the power contained in a mortgage from Edward T. Mills and Mary E. Mills his wife to The Federal Land Bank of Baltimore bearing date the 15th day of July 1919, and recorded among the mortgage records of Somerset County in Liber W.J.S. No. 78 folio 474 &c., and duly assigned by said Federal Land Bank of Balto to Charles W. Held on the 16th day of March 1926, for the purpose of foreclosure.

is about to sell the land and premises described insaid mortgage default having been made in the payment of the money as specified and in the conditions and covenantstherein contained.

The condition of the above obligation is such that if the above bounden Charles W. Held do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in Charles W. Held (SEAL).

the presence of. United States Fidelity and Guaranty Company.

James R. Stewart. Corporate Seal. By Gordon Tull

James R. Stewart. Attorney in fact.

Which said bond was thus thereon endorsed.

Bond Approved W. Jerome Sterling, Clerk.

And thereafter on the 30th day of April 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Charles W. Held, Assignee, Ex Parte.	)	No. 3857 Chancery
under a mortgage from Edward T. Mills and	)	In the Circuit Court
Mary E. Mills his wife to The Federal Land	)	For Somerset County
Bank of Baltimore.	)	

To the Honorable the Judges of said Court:

The report of sales of Charles W. Held Assignee exparte under a mortgage from Edward T. Mills and Mary E. Mills his wife to the Federal Land Bank of Baltimore, Inc. dated the 15th day of July 1919, and duly recorded among the mortgage records of Somerset County in Liber W.J.S. No. 78 folios 484 &c., under and by virtue of a power of sale therein contained default having been made in the payment of the money secured by said mortgage and the interest due thereon and in other covenants and conditions of said mortgage whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof for the faithful discharge of the trust so as aforesaid reposed in him by said mortgage and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper printed and published in Somerset County once a week for four successive weeks before the day of sale, and by hand bills extensively circulated throughout said county he did pursuant to said notice attend at Princess Anne, in front of the Court House door in Somerset County, Maryland, on Tuesday the twenty seventh day of April, 1926, at or about the hour of 1.30 O'clock P. M. and then and there proceeded to sell said property, to wit:

All that farm, lot and tract of land situate in East Princess Anne District, Somerset County, Maryland lying and binding on the westerly side of the county road leading from Princess Anne. and dividing the land hereby sold from the land of the heirs of Samuel Miles adjoining the land of B. C. Dryden and Ernest Dryden on the south and the Layfayette Burlingame land on the west andthe land of Robert Hall on the north, containing ninety one and one half acres of land (91½) more or less, and being the same land that was conveyed to said Edward T. Mills by Francis A. Briddell by deed dated June 4th 1903, and recorded in Liber O.T.B. No. 35 folio 365 excepting however so much of said land as was conveyed by said E. T. Mills and wife to Bernie C. Dryden as appears of record improved by a dwelling house and out buildings.

And sold the said to J. Lewis Warwick of Somerset County, Maryland he being then and there the highest bidder therefor at the sum of Three Thousand and sixty five dollars ($3065.00) and the said purchaser has complied with the terms of said sale.

Respectfully submitted. Charles W. Held, Assignee.

State of Maryland and City of Baltimore to wit:

On this 29th day of April, 1926, personally appeared before me the subscriber a Notary Public of the tate of Maryland in and for Baltimore City, Charles W. Held, the assignee, herein mentioned in the above report of sale and made oath in due form of las that the matter and things stated in the foregoing report are true to the best of his knowledge information and belief, and that the sale was fairly made.

Seal of Notary.

Viola L. Rollins, Notary Public.

Commission expires May 2, 1927.

Upon which said report and affidavit the Clerk of the Circuit Court here passed the following order.

Charles W. Held, Assignee Ex Parte under a	)	No. 3857 Chancery
mortgage from Edward T. Mills and Mary E. Mills	)	In the Circuit Court
to the Federal Land Bank of Baltimore.	)	For Somerset County.

Ordered that the sale ofnthe property mentioned in these proceedings made and reported by Charles W. Held, assignee exparte under the aforementioned mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 31st day of May, 1926, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 31st day of May 1926.

The report states the amount of sales to be $3065.00.

W. Jerome Sterling. Clerk of the Circuit Court
For Somerset County.

And now at this day to wit on the 1st day of June 1926 comes again into Court here the said Assignee and on motion of the said trustee by solicitor the Court here passed the following order.

Charles W. Held, Assignee exparte under	)	No. 3857 Chancery
a mortgage from Edward T. Mills and Mary E.	)	In the Circuit Court
Mills to the Federal Land Bank of Baltimore.	)	For Somerset County.

Ordered by the Court this 1st day of June 1926, that the sale made and reported by the trustees and assignee aforesaid be andthe same is hereby finally ratified and confirmed no cause to the contrary having been shown, although the notice appears to have been given as required by the order nisi passed in said cause and the trustee is hereby allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robt F. Duer. Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

Addie M. Sterling)
Vs.)
Florence Sterling, Ruth Sterling Coulbourn)
George Coulbourn.)

Be it remembered that heretofore, on the 10th December 1926, a certain Addie M. Sterling by John B. Robins her solicitor exhibited and filed in the Circuit Court here a bill of complaint against Florence Sterling et al which said bill of complaint is in the words following to wit:

Addie M. Sterling)
Vs.)
Florence Sterling , Ruth Sterling Coulbourn)
George Coulbourn.)

No. 3847 Chancery
In the Circuit Court
For Somerset County
Maryland
In Equity.

To the Honorable the Judges of said Court:

Your oratrix complaining says:

1st: That a certain Charles C. Sterling late of Somerset County. deceased was during his life time and at the time of his death, seized and possessed in fee simple absolutely of a tract or parcel of land, improved by a dwelling situate, lying and being in Crisfield District, Election Precindt No. 2 in said Somerset County and stateof Maryland, containing one acre of land more or less, as will appear from deed of conveyance from Susan A. Sterling to the said Charles C. Sterling, bearing date the 28th day of August in the year eighteen hundred and ninety five and recorded among the land records of Somerset County in Liber O.T.B. NO. 19 folios 205 and 206.

2nd: That being so seized and possessed the said Charles C. Sterling departed this life about twenty years ago. intestate leaving surviving him his widow, Florence Sterling and the following children, to whom as his only heirs at law, the said real estate has descended.

(A) Your oratrix Addie M. Sterling, plaintiff adult a daughter of the said Charles C. Sterling who resides in Somerset County, Maryland.

(b) The defendant Florence Sterling widow of the said Charles C. Sterling adult who has not since re-marrdd, and who has resided in Somerset County Maryland since the death of her said husband.

(c) The defendant Ruth Sterling Coulbourn, adult a daughter of the said Charles C. Sterling, who marrked a certain George Coulbourn, adult and who reside at No. 621 East 30th Street in the City of Baltimore, and state of Maryland.

3rd: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as heretofore set forth, and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

To the end therefore:

First: That a decree be passed for the sale of the said real estate.

Second: That the proceeds of said sale may be distributed among the parties to this suit according to their respective rights and interests therein.

Third: 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 writ of subpoena directed to the said Florence Sterling, adult residing in Somerset County, Maryland and also writ of subpoena directed to the said Ruth Sterling Coulbourn adult, and George Coulbourn adult both residing in the City of Baltimore, state of Maryland at No. 621 east 30th street, commanding them all to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein,

John B. Robins,
Solicitor for Complainant.

Miss Addie M. Sterling, Complainant.

State of Maryland, Somerset County to wit:

I hereby certify that on this 8th day of December in the year nineteen hundred and twenty five before me the subscriber a Notary Public of the state of Maryland, in and

for Somerset County aforesaid, personally appeared Addie Sterling who made oath in due form of law that the matters and things contained in the foregoing bill of complaint are true to the best of her knowledge and belief.

F. Douglass Sears. N.P.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoenas were issued.

Maryland Somerset County to wit:

The state of Maryland To Florence Sterling of Somerset County, Greeting

You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in January next to answer the complaint of Addie M. Sterling against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of Nov Anno Domini 1925.

Issued the 10th day of Dec Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit:

The state of Maryland To Ruth Sterling Coulbourn and George Coulbourn of Baltimore City Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Snne Town on the first Monday in January next to answer the complaint of Addie M. Sterling against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of November Anno Domini 1925.

Issued the 10th day of December Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said First Monday in January 1926 and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset as to said First writ and the Sheriff of Baltimore City to whom the said writs aforesaid were in form aforesaid delivered for service also came and made return thereof to the Court here in the words following

As to First of said writs:

Defendant summoned and copy of writ of subpoena left with defendant.

Luther Daugherty, Sheriff.

As to second of said writs:

Non sunt. John E. Potee, Sheriff.

Maryland Somerset County to wit:

The state of Maryland To Ruth Sterling Coulbourn and George Coulbourn of Baltimore City Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Addie M. Sterling against you and others in the said Court exhibited hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of January Anno Domini 1926/

Issued the 8th day of January Anno Domini 1926.

Per Order W. Jerome Sterling Clerk.

At which said First Monday in February the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore City to whom

the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Non Sunt John E. Potee, Sheriff.

And thereafter on the 20th February 1926 the following answer was filed.

Addie Sterling	)	No. Chancery
Vs.	)	In the Circuit Court
Florence Sterling, Ruth Coulbourn and	)	For Somerset County Maryland
George Coulbourn.	)	In Equity.

To the Honorable the Judges of the Circuit Court for Somerset County Maryland in Equity:

The answer of Ruth Sterling, Coulbourn and her husband, George Coulbourn two of the defendants in the above entitled cause to the bill of complaint of Addie Sterling against them in this Court, exhibited: These defendants admits the matters and things 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.

Witness: W. C. Chamberlain. Mrs. Ruth Sterling Coulbourn

Mr. George P/ Coulbourn

State of Maryland, City of Baltimore to wit:

I hereby certify that on this eighteenth day of February 1926, before me the subscriber a Notary Public of the state of Maryland in and for City of Baltimore aforesaid, personally appeared Ruth Sterling Coulbourn and George Coulbourn her husband and they ackkowledge that they signed their names to the foregoing answer. Seal of Notary.

As witness my hand and notarial seal. Mary E. Taylor. Notary Public.

And thereafter on the 16th March 1926 the following Petition for decree pro confesso and order to take testimony was filed.

Addie Sterling	)	No. Chancery
Vs,	)	In the Circuit Court for Somerset County
Florence Sterling, Ruth Sterling Coulbourn	)	Maryland, in Equity.
George Coulbourn.	)	
	)	

To the Honorable the Judges of the Circuit Court for Somerset County Maryland in Equity:

The petition of the complainant respectfully shows:

That the resident adult defendant, Florence Sterling, has been duly summoned to appear to the bill of complaint in this cause, but has failed to appear or to answer said bill of complaint within the time prescribed by the rules of this Court, and that the resident adult defendants, Ruth Sterling Coulbourn and George Coulbourn have appeared and answered said bill of complaint.

The complainant therefore prays your Honors that the bill of complaint may be taken pro-confesso against the said Florence Sterling, non-appearing and non-answering adult residend defendant and that the complainant have leave to take testimony before one of the standing examiners of this Court. And as in duty bound etc.

John B. Robins,

Solicitor for Complainant.

And thereupon on the 17th day of March 1926 the Court filed the following Order.

Addie Sterling	)	No. Chancery
Vs.	)	In the Circuit Court
Florence Sterling, Ruth Sterling Coulbourn	)	For Somerset County
George Coulbourn.	)	Maryland, In Equity.
	)	

It appearing in the above entitled cause that the adult resident defendant, Florence Sterling, has been duly summoned to appear to said bill of complaint, but has failed to appear and answer said bill of complaint within the time prescribed by the rules of this Court, and that the adult resident defendants, Ruth Sterling Coulbourn and George Coulbourn have answered said bill

of complaint.

It is thereupon this 17th day of March 1926, upon the foregoing petition adjudged ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Florence Sterling, non -appearing and non-answering resident adult defendant and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court in order to substantiate the allegations in the said bill of complaint.

Robt F. Duer Judge.

And afterwards to wit on the22nd March 1926 F. Douglass Sears Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain Testimony by him taken, in the words following to wit:

Addie M Sterling	)	No. 3847 Chancery
Vs.	)	In the Circuit Court
Florence Sterling. Ruth Sterling Coulbourn	)	For Somerset County
George Coulbourn.	)	Maryland,
		In Equity.

In this cause, an order having been passed for testimony to be taken to support the allegations of the bill of complaint, I F. Douglass Sears one of the standing examiners in Chancery of the Circuit Court for Somerset County, Maryland duly appointed sworn etc., do hereby certify that on this 18th day of March in the year nineteen hundred and twenty six in my office in Crisfield Maryland, I did take the following testimony to wit:

Addie M. Sterling a witness of lawful age, produced on the part of the plaintiff, being duly sworn deposes and says:

Int 1. Please state your name age, residence and occupation.

Ans. My name is Addie Sterling age 29 years, residence Crisfield, Maryland, occupation work in shirt factory.

Int 2. Are you acquainted with the parties to this suit If yea, how long have you known them and where do they reside.

Ans. I know the parties to this suit, I am plaintiff, Florence Sterling one of the defendants, is my mother and Ruth Sterling Coulbourn is my sister, and George Coulbourn is my brother in law. I have known these people all my life, my mother Florence Sterling, resided in Crisfieldm Maryland, and my sister Ruth Sterling Coulbourn and her husband Geo. Coulbourn, residing in Baltimore City Maryland.

Int 3. Were you or not acquainted with Charles C. Sterling and if so is he living or dead, and if dead, when did he die. State whether or not he died intestate, Did he leave any surviving widow and who arehis heirs at law and their ages.

And. I was acquainted with Charles C. Sterling, He was my father. He died about 20 years ago. He died intestate and left my mother his wife, Florence Sterling surviving him as his widow, and myself and my sister Ruth Sterling Coulbourn as his only heirs at law. My sister is the wife of George Coulbourn.

Int 4, Please state whether or not the said Charles C. Sterling was seized and possessed of any real estate in Somerset County Maryland at the time of his death. If so where is it located describe same, and state your opinion of its value.

Ans. My father when he died was seized and possessed of a tract of land containing about an acre in Crisfield, District, Somerset County, Maryland, improved by a confortable dwelling where he resided at the time of his death. I consider the value of the land and the improvements to be about $700.00 I hand you herewith to be used as evidence in this cause a certified copy of a deed for the premises from Susan A. Sterling, to my father Charles C. Sterling, which describes the premises I have mentioned and owned by my father when he died examiner notes the Exhibit, and marks same Exhibit A to be filed in this cause and used as evidence in this cause.

Int 5. Please state whether or not in your opinion the said real e state is susceptible of partition among the parties entitled to interests therein without material loss and injury to them. Kindly state your reasons for your opinion.

Ansd Well there are three people interested in this property my mother, my sister and myself, and there is only one small tract of land and one home on it and I don't know of any way this land and dwelling could be divided without some one of us getting the advantage over the other. I feel it is impossible to divide the property and it is my opinion the only way the matter could be equitable adjusted would be for the property to be sold and the proceeds divided among us according to our respective interests.

Int 6. Court's Question Ans. That's all.

Miss Addie M. Sterling

Witness: F. Douglass Sears.

Robert Sterling, a witness of lawful age, produced on the part of plaintiff being duly sworn, deposes and says:

1 A. My name is Robert Sterling, age 69 years, occupation waterman, residence Crisfield, Maryland.

2A I have had read to me the foregoing testimony of Addie Sterling and the facts therein stated being true and correct, I hereby adopt the same fully and at large as my own testimony in this case.

Court's Question.

A. I know nothing else.

Robert H. his X mark. Sterling

Witness F. Douglass Sears.

There being no further witnesses present to be examined and at the suggestion of solicitor for plaintiff the papers are herewith returned to Court And I certify that the annexed bill of costs is correct

As witness my hand and seal.

F. Douglass Sears (SEAL).
Examiner in Chancery.

Exhibit A referred to in the foregoing Testimony is as follows:

THIS DEED, made this 28th day of August A. D. 1895 by me Susan A. Sterling, Witnesseth that in consideration of the lve I bear my dear Son Charles C. Sterling and other valuable considerations I the said Susan A. Sterling doth grant unto the said Charles C. Sterling all of that lot or parcel of ground with all the improvements thereon situated in Crisfield District, Somerset County Maryland described as follows:

Beginning for the same at the south east corner of a lot of ground belonging to Hance Sterling, running thence in a Southerly direction by and with the land of Riley M. Sterling and others to the land of Grace Dize thence in a westerly direction by and with the said Dize's land to the land of David Sterling of A thence in a northerly direction by and with the said Davids land to the said Hance Sterling's land thence in an easterly direction by and with the said Hances land to the place of beginning containing about one acre of land more or less in fee simple the grave yard on the premises hereby conveyed are hereby reserved for the use of all my family for all time.

Witness my hand and seal.

Test: Thos K. Whealton. Susan A her X mark Sterling (SEAL),

State of Maryland Somerset County to wit:

I hereby certify that on this 28th day of August A. D. 1895, before me the subscriber a Justice of the Peace of the state in and for the said county personally appeared Susan A Sterling and acknowledged the foregoing deed to be her free act and deed.

Before Thos K. Whealton J.P.

Received for record 16th day of June 1896 and recorded in Liber O.T.B. NO. 19 folio 205 and 206 one 6 of the land records of Somerset County.

Per: Oliver T. Beauchamp Clerk.

State of Maryland, Somerset County to wit:

I W Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby

certify that the foregoing deed is truly and correctly copied from Liber O.T.B. No. 19 folio 205 etc. one of the land records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 9th day of December 1925.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 3rd day of May 1926 the Circuit Court here passed the following decree in the premises to wit:

Addie M. Sterling	)	No. 3847 Chancery
Vs.	)	In the Circuit Court
Florence Sterling. Ruth Sterling Coulbourn	)	For Somerset County
and George Coulbourn, her husband.	)	Maryland.

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 3rd day of May in the year nineteen hundred and twenty six by the Circuit Court for Somerset County, Maryland, sitting in Equity adjudged ordered and decreed that the property mentioned in these proceedings be sold, and that John B. Robins be and he is hereby appointed trustee to make said sale; that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the state of Maryland executed by himself and a surety or sureties to be approved by this Court or the Clerk thereof in the penalty of One Thousand dollars if the surety thereon is a corporate surety and in the penalty of Two Thousand dollars if the sureties thereon are personally sureties, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises, he shall then proceed to make the said sale after giving at least three weeks public notice by advertisement in serted in some weekly newspaper published in Somerset County of the time, place and terms of sale, which terms shall be as follows:

Cash and as soon as may be convenient after such sale or sales the Trustees shall return to this Court a full and particular account of the proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of such sale; and upon obtaining the Court's ratification of the sale and upon the payment of the whole of the purchase price and not before the Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him m her or them , sold free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them or any of them and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commissions to the said Trustees as this Court shall thing proper to allow in consideration of the skill attentionand fidelity wherewith he shall appear to have discharged his trust.

Robt F. Duer, Judge.

And thereafter on the 30th July 1926 the following consent of the widow to sale of real estate was filed.

Addie M. Sterling	)	No. 3847 Chancery
Vs.	)	In the Circuit Court
Florence Sterling and others.	)	For Somerset County
		In Equity.

To their Honora the Judges of the said Court:

The undersigned, Florence Sterling hereby consents to the sale of her interest, the same being a dower interest in the real estate mentioned and described in this cause, as the widow of Charles C. Sterling deceawed and further ratified and confirms the sale of the real estate heretofore made and reported by John B. Robins, trustee in said cause

And the said Florence Sterling furthermore agrees to accept and does hereby accept the amount distributed to her in the audit filed in this cause in lieu of her said dower interest in said real estate.

As witness my hand and seal.

her
Florence X Sterling (SEAL).
mark.

Test: Chas W. Ward. Florence Sterling

And thereupon the said John B. Robins trustee filed in Court here a bond in the words following to wit:

Know all men by these presents: That we John B. Robins, as Principal of Crisfield, Maryland and the 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 one Thousand dollars ($1000.00) 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 eighth day of May in the year of Our Lord one thousand nine hundred and twenty six.

Whereas the above bounden John B. Robins by virtue of the decree of the Honorable the Judge of the Circuit Court county of Somerset Md., has been appointed trustee to sell real estate mentioned in the proceedings in the case of Chancery #3747 Addie M. Sterling Vs. Florence Sterling Ruth Sterling Coulbourn and Geo. Coulbourn now pending in said Court.

Now the condition of the above obligation is such that if the above bounden John B. Robins 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.

Attest: Mary J. Sterling. John B. Robins (SEAL).

United States Fidelity and Guaranty Company.

Attest: Mary J. Sterling.

By F. Douglass Sears, Attorney in fact.

John B. Robins, Attorney in fact.

Which said Bond was thus thereon endorsed.

Bond Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the1st June 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as afore said filed are in the words following to wit:

Addie Sterling	)	No. 3847 Chancery
Vs.	)	In the Circuit Court
Florence Sterling, Ruth Sterling Coulbourn	)	For Somerset County
George Coulbourn her husband.	)	Maryland
		In Equity.

To the Honorable the Judges of said Court:

The report of John B. Robins trustee, under the decree in the above entitoed cause to sell the real estate therein decreed to be sold, respectfully represents:

That after having given bond with approved security as required by the decreem conditioned for the faithful performance of the trust reposed in him by said decree, and after having given three weeks previous notice of the time, place and manner and terms of sale by advertisement in The Crisfield Times, a weekly newspaper published in Somerset County Maryland, he did in pursuance of said notice attend at the Post Office door in Crisfield, Somerset County Maryland on Saturday the 29th day of May, in the year nineteen hundred and twenty six at the hour of 2.30 O'clock P.M. and then and there procdeded to sell the said real estate at public auction as follows:

He offered said real estate as mentioned and described in said advertisement and sold the same to John Fletcher Sterling he being then and there the highest bidder therefor at the sum of Seven Hundred and Fifteen ($715.00) dollars and the said purchaser has complied with the terms of sale by paying cash.

The said real estate is located in Crisfield District, Somerset County, in the state of Maryland. and is all the real estate of which Charles C. Sterling, late of Somerset County Maryland died seized and possessed and where he resided at the time of his death.

The total amount realized from the said sale is Seven Hundred and Fifteen ($715.00) dollars and the Trustee bring s into Court the money arising from said sale and prays a rqtification of his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins. Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 29th day of May in the year nineteen hundred and twenty six before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid personally appeared John B. Robins the Trustee named in the report of sale same being No. 3847 Chancery and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the said sale therein reported was fairly made.

As witness my hand and Notarial seal. Seal of Notary.

F. Douglass Sears, Notary Public.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

Addie Sterling	)	No. 3847 Chancery
Vs.	)	In the Circuit Court
Florence Sterling, Ruth Sterling Coulbourn,	)	For Somerset County
George Coulbourn her husband.	)	Maryland
		In Equity.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, Maryland in Equity this 1st day of June in the year nineteen hundred and twenty six that the report of John B, Robins, Trustee, mentioned in the above cause and the sale of real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 1st day of July in the year nineteen hundred and twenty six,

provided a copy of this order be inserted in some weekly newspaper published in Somerset County Maryland once in each of three successive weeks before the 23rd day of June, in the year nineteen hundred and twenty six.

The report states the amount of sales to be $715.00.

W. Jerome Sterling Clerk.

And now on this day to wit on the 3rd dayof July come again into Court here the said complainant by his solicitor and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 3rd day of July, in the year nineteen hundred and twenty six ordered by the Circuit Court for Somerset County, Maryland in Equity that the report of John B. Robins, Trustee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

***

State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity and held at Princess Anne Town, in and for said County on the first Monday in July being the 5th day of said Month in the year of our Lord one thousand nine hundred and twenty six.

Were Present. Hon John R. Pattison Chief Judge

Hon. Joseph L. Bailey Asso Judge

Hon. Robert F. Duer Asso Judge.

Luther Daugherty Sheriff W. Jerome Sterling Clerk.

In the record of proceedings of said Court among others were the following to wit:

****

Edgar A. Jones Ex Parte)
Sale of land of Theodore Barclay)
under mortgage foreclosure.)
)

Be it remembered that herefofore to wit on the 25th January 1926 a certain Gordon Tull of Somerset County and state of Maryland by Edgar A. Jones his solicitor exhibited and filedin the Circuit Court here a certified original mortgage executed and delivered to Gordon Tull by a certain Theodore Barkley and wife of said county and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this fourth day of October in the year nineteen hundred and nineteen by Theodore Barclay and Maggie E. Barclay his wife both of Somerset County Maryland, Witnesseth:

Whereas the said Theodore Barclay and Maggie E. Barclay have this day borrowed from Gordon Tull, the just and full sum of Two Hundred and fifty ($250.00) dollars for the purpose of paying the purchase money on the hereinafter described property and building a house thereon, have given therefor unto the said Gordon Tull their bill obligatory of even date and tenor herewith for the said principal sum, payable to the said Gordon Tull, his personal representaties and assigns, two years after date, with interest from date payable annually to better secure the payment of which said sum, to be used for paying for the saidland and building the house thereon, with interest as aforesaid when and as the same shall become due and payable, these presents are executed.

Now therefore this Mortgage witnesseth that for and in consideration of the premises and of the sum of one dollar the said Theodore Barrlay his wife do hereby grant and convey unto the said Gordon Tull his heirs and assigns all that lot tract and parcel of land situated in Mt. Vernon District, Somerset County Maryland and further described as follows that is to say:

Beginning at a stone bounder set up at the intersection of the lines bounding the lane of the Lewis W. Pusey farm leading from his dwelling to the County road and the woodland of Susan M. Larmore and running thence in a westerly direction by and with the said woodland of Susan M. Larmore to another stone bounder set up on the line between said Larmore and the lands of Geo. Stanford; thence running by and with the land of Geo. Stanford a southerly course to the land of Benjamin Barclay; thence running an easterly course by and with said Barclay land to the land of the said Lewis W. Pusey; thence by and with said lane a noteherly direction to the place of beginning, containing about two acres of land more or less and being the same land conveyed unto Theodore Barclay and Maggie E. Barclay by deed from Benjamin Barclay and wife made the 1st day of April, 1919 and duly recorded among the land records of Somerset County in Liber W.J.S. No. 78 folio 42 etc., hereby referred to and made a part hereof for a more full and complete description of the land here by intended to be conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues charges and mortgage debt and interest aforesaid the said Theodore Barclay and Maggie E. Barclay his wife do hereby covenant to pay when legally demandable But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable. and it shall be lawful for the said mortgagee his personal representstives or assigns, or for Gordon Tull his her its or their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay the said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof his her or theirnheirs or assigns; and which sale shall be made in the manner following viz upon giving twenty days notice of the time, place manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondlybto the payment of all claims of the said mortgagee his personal representatives and assigns under this mortgage whether the same shall have matured or not and the surplus (if any there be) shall bepaid to the said Mortgagors or to shoever may be entitled to the same and in the event that the said mortgagee property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgaged debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any Court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least two hundred and fifty 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 personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

©VOGE

Witness the hands and seals of the said mortgagors.

Test: Theodore Barkley (SEAL).

Samuel F. Miles. Maggie Barkley (SEAL).

State of Maryland Somerset County to wit:

I hereby certify that on this Fourth day of October in the year nineteen hundred and nineteen before me the subscriber a Justice of the Pezce of the state of Maryland in and for Somerset County aforesaid personally appeared Theodore Barclay and Maggie E. Barclay his wife, the mortgagors named in the foregoing mortgage and they both acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Gordon Tull the mortgagee herein and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Samuel F. Miles Justice of the Peace.

Received for record 4th October 1919 and recorded in Liber W.J.S. No. 76 folio 194 &c., one of the Land Records of Somerset County.

Per W/ Jerome Sterling Clerk.

For value received, i Hereby assign the above and within mortgage to Edgar A. Jones.

Witness my hand and seal this 11th day of August 1925.

Test: Evelyn E. Pusey. Gordon Tull (SEAL).

Received for record 13th August 1925 and recorded in Liber W.J.S. No. 76 folio 194

Test: W. Jerome Sterling, Clerk.

And thereupon the said Edgar A. Jones Teustee filed in Court here a bond in the words following to wit:

Know all men by these presents that we, Edgar A. Jones , Joshua W. Miles and George Norman Pusey of Somerset County and state of Maryland are held and firmly bound unto the state of Maryland in the full and just sum of One 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 administrators jointly and severally firmly by these presents sealed with our seals and dated this twenty fifth day of January in the year of our Lord one thousand nine hundred and twenty six.

Whereas the above bounden Edgar A. Jones as assignee of a certain mortgage executed by Theodore Barkley and Maggie Barkley to Gordon Tull dated October 4, 1919, and recorded among land records of Somerset County in Liber W.J.S. No. 76 folio 193 etc., under and by virtue of the power in said mortgage contained is about to sell the real e state mentioned and described default having been made in the payment of the debt by said mortgage secured to be paid or in same other covenant and condition of said mortgage where the said mortgage debt has become due and demandable.

Now the condition of the above obligation is such that if the said Edgar A. Jones do and shall well and faithfully perform the trust reposed in him by said power or that may be reposed by any future decree or order of the Circuit Court of said Somerset County then the above obligation to be void.otherwise to be and remain in full force and virtue in law.

Test: Dorothy Hayman. Edgar A. Jones (SEAL).

Joshua W. Miles (SEAL).

Geo. Norman Pusey (SEAL).

Which said Bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the28th day of January 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit as aforesaid filed are in the words following to wit:

Edgar A. Jones Ex Parte.)

)

)

Edgar A. Jones Ex Parte.) No. 3852 Chancery
) In the Circuit Court
) For Somerset County.

To the Honorable the Circuit Court for Somerset County Maryland in Equity:

The report of Edgar A. Jones, Assignee of a mortgage from Theodore Barkley and Maggie Barkley his wife to Gordon Tull dated the 4th day of October 1919, and recorded among the land records of Somerset County in Liber W.J.S. No. 76 folio 194 etc., and assigned to the said Edgar A. Jones by addignment dated August 11, 1925 recorded among the said land records respectfully represents.

That by virtue of the power and authority in said mortgage contained and after having given bond with approved security as required by law conditioned by the faithful performance of the trust reposed in him by said mortgage and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the "Somerset News" a weekly newspaper, published in said County and by hand bill posted at the Court House door in said county he did in pursuance of said notice attend in front of the Court House door in Princess Anne, Maryland, on Tuesday January 26, 1926, at about the hour of 2 O'clock P. M. and then and there proceeded to sell at public auction the following described property conveyed by said mortgage, namely

He offered all that lot or parcel of land situated in Mt. Vernon District Somerset County Maryland beginning at a stone bounder set up at theintersection of the lines bounding the lane of the Lewis W. Pusey farm leading from his dwelling to the County Road and the woodland of Susan M. Larmore, and running thence in a westerly direction by and with the said woodland of Susan M. Larmore to another stone bounder set up on the line between said Larmore and the lands of George Stanford, thence running by and with the land of George Stanford a southerly course to the land of Benjamin Barclay thence running an easterly course by and with said Barclay land to the land of the said Lewis W. Pusey thence by and with said lane a northerly direction to the place of beginning containing about two acres of land more or less and being the same land conveyed unto Theodore Barclay and Maggie E. Barclay by deed from Benjamin Barclay and wife made the 1st day of April 1919, and duly recorded among the land records of Somerset County in Liber W.J.S. No. 78 folio 42 etc., and sold the same to Charles D. Bounds he being the highest bidder therefor at and for the sum of Three Hundred and five dollars and the said purchaser has complied with the terms of the sale to the satisfaction of the Assignee.

And the said Assignee prays your Honor to ratify the said sale and the following distribution of the proceeds thereof,

Whole amount of sale of said lands		$305.00
Solicitor $10.00 Commissions 24.40	$34.40	
Auctioneer	2.00	
Public advertisement and Order Nisi	22.75	
Clerks Costs accrued and to accrue	11.00	
	$70.15	70.15
Balance to Assignee of said mortgage		234.85

Respectfully submitted.

Edgar A. Jones
Assignee of said Mortgage.

State of Maryland. Somerset County to wit:

I hereby certify that onthis 28th day of January in the year Nineteen hundred and twenty six before me the subscriber a Notary Public of the state of Maryland in and for Somerset County, Maryland, personally appeared Edgar A. Jones the assignee mentioned in the foregoing report of sale and made oath in due form of law that the matters and things stated in said report are true to the bestof his information, knowledge and belief and that the sale therein reported was fairly made.

As witness my hand and Notarial seal the day and year last above written.

Samuel H. Sudler, N.P.

Upon which said report the Circuit Court here passed the following order.

Edgar A. Jones Ex Parte.	)	No. Chancery
	)	in the Circuit Court
	)	For Somerset County.

It is ordered by the Circuit Court for Somerset County Maryland, this 28th day of January 1926, that the report of Edgar A. Jones assignee mentioned in the foregoing report of sale and the sale of real estate by him reported and the distribution of the proceeds thereof. contained in the report thereof be and the same are hereby ratified and confirmed unless cause to the contrary thereof appear bybexceptions filed on or before the 1st day of March 1926, provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 27th day of February. 1926.

The report states the amount of sales to be $ 305.00.

Robert F. Duer, Judge.

And now at this day to wit on the 13th July 1926 comes again into Court here the said trustee and on motion of the said Trustee by his solicitor the Court here passed the following order,

Edgar A. Jones Ex Parte.	)	No. 3852 Chancery
	)	In the Circuit Court
	)	For Somerset County.

The exceptions filed by Charles D. Bounds in this cause are hereby overruled and no cause to the contrary having been shown, it having been proved to the Court that a copy of the preceding order Nisi has been published according to the provisions it is this 13th day of July 1926, adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland in Equity, that the within report of sale of Edgar A. Jones, Assignee, and the sale by him reported and the distribution of the proceeds thereof be and the same are hereby finally ratified and confirmed.

John R. Pattison

Robert F. Duer.

Judges.

And thereupon it is thereupon ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: ,Clerk.

"""

Sale of Land For Taxes assessed to Sadie and Jno T. Sterling by Harry E. Muir Collector for 1922.	)	Be it remembered that heretofore to wit on the 6th October 1926 a certain Harry E. Muir collector of state and county Taxes for the year 1922 by L. Creston Beauchamp

his solicitor exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed. are in the words following: to wit:

In the matter of the tax sale of real estate in Crisfield District, Somerset County, Maryland, assessed to Sadie Sterling and Jno T. Sterling and reported by Harry E. Muir county Treasurer and collector of state and county taxes for the year 1922. W. Jerome Sterling, purchaser Ex Parte.	)	No. Chancery In the Circuit Court For Somerset County Maryland.

To the Honorable the Circuit Court for Somerset County Maryland in Equity:

The report of Harry E. Muir County Treasurer and collector of state and county taxes for Somerset County Maryland for the year 1922 respectfully represents.

That on the 30th day of June 1922, the county commissioners of Somerset County, Maryland, made the annual levy of state and county taxes upon the taxable property in said county and that within sixty days after said levy was made by predecessor in office R. Mark White, former county treasurer and collector of said Somerset County in the performance of his duties as clerk to the said County Commissioners made a true copy of the assessment list for said county in books supplied by said county commissioners for the purpose. as required by law showing the aggregate assessment of every person set of persons or corporate institution as the same appeared on the assessment books of said county with the named of the owners arranged according to election districts and alphabetically for each district showing the amount of state and county taxes due and owing by every such person set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to Sadie Sterling and Jno Sterling in Crisfield District said county and state the sum of one dollar and twenty five cents state taxes and the sum of seven dollars and sixty five cents county taxes and that the aid taxes were due and in arrears on January 1st 1923.

That in the month of August 1922, the said R. Mark White former county treasurer and collector as aforesaid did give notice of the said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County that is to say the Marylander and Herald published in Princess Anne and the Crisfield Times, published in Crisfield and that the said R. Mark White former county treasurer and collector as aforesaid prepared the tax bills of each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution to whom the property included in such bills was assessed so far as their residence or post office address was known or ascertained by him on or before the first day of October next succeeding such levy and that such advertisements and tax bills contained a clear statement of the discount to be allowed and the interest to be charged on all tax bills.

That said taxes assessed to Sadie W. Sterling and Jno T. Sterling in Crisfield District said county and state not having been paid on or before the first day of January 1923, the said R. Mark White, formerly county treasurer and collector as aforesaid did within thirty days after said date mail to the said Sadie Sterling and Jno T. Sterling at Crisfield Maryland the same being the last known post office address of the said delinquent tax payer an account of their assessment and the taxes and interest due thereon with a notice to the delinquent thereto attached that unless payment be made in full on or before the fifteenth day of November next after the deliver of said notice the same would becollected by process of law.

That said taxes being still due and in arrears and owing constituted a lien upon the real estate of the said Sadie Sterling and Jno. T. Sterling in said District, County and state I the said Harry E. Muir county treasuter and collector as aforesaid finding it nexessary to enforce payment of said taxes by a sale of said real estate and said real estate not being capable of division in his judgment did advertise the whole of said real estate in the Crisfield Times a newspaper published in said Somerset County once a week for four successive weeks and also by notice set up at the Court House door in Princess Anne Maryland giving notice of the time place and terms of sale the year for which the taxes were due and to whom the property was assessed and that the said Harry E. Muir county treasurer and collector as aforesaid in pursuance of said advertisement did on Tuesday July 28th 1925 at or aboutnthe hour of two O'clock P. M. at the Court House door in Princess Anne Maryland, proceed to sell at public auction for cash all that lot of land in Crisfield District Somerset County Maryland described as follows:

All that lot of land in Crisfield District said county and state with the improvements thereon on Water Street in Crisfield adjoining the lands of Wm Charnock and L. Dow Evans heirs and assessed to Sadie Sterling and Jno T. Sterling for the years 1921 and 1922 and sold for taxes due for said years. And sold the same to W. Jerome Sterling he being the highest and best bidder therefor at and for the sum of twenty one dollars and fifty two cents which has been fully paid and a copy of said advertisement is herewith filed as a part of this report marked Exhibit "A".

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And I the said Harry E. Muir county treasurer and collector of state and county taxes for the years 1921 and 1922 for Somerset County Maryland do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Harry E. Muir, County Treasurer and Collector.

State of Maryland, Somerset County to wit:

I hereby certify that on this 9th day of September 1925 before me the subscriber a Justice of the Peace of the state of Maryland, in and for Somerset County aforesaid, personally appeared Harry E. Muir county treasurer and collector of state and county taxes for Somersst County for the years 1921 and 1922 and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Edgar A. Jones.

Exhibit A referred to in the foregoing Report is as follows:

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of Chapter 10 of the Actsof the General Assembly of Maryland of 1910, I hereby give notice that on Tuesday July 28th 1925 at or about the hour of two O'clock P. M. at the Court House door in Princess Anne Maryland, I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the year 1922 or charged to and due from the several persons to whom the same are assessed which said taxes are now due and in arrears for said years together with the interest and costs thereon and costs of sale.

No. 12 All that lot of land in Crisfield District said county and state with the improvements thereon on Water St., in Crisfield adjpining the lands of Wm Charnock and L. Dow Evans heirs and assessed to Sadie and John T. Sterling for the years 1921 and 1922 and sold for taxes due and for said years.

Harry E. Muir, Treasurer.

Upon which said report and affidavit the following Order was passed.

In the matter of the tax sale of real estate in	)	
Crisfield, District Somerset County Maryland, assessed	)	No. 3838 Chancery
to Sadie & John T. Sterling made and reported by	)	In the Circuit Court
Harry E. Muir county treasurer and collector of	)	For SomersetCounty
State and county taxes for Somerset County Maryland	)	Maryland.
for the years 1922.	)	
W. Jerome Sterling purchaser Ex Parte.	)	

The annexed report of the proceedings of Harry E. Muir county treasurer and collector of state and county taxes for Somerset County, Maryland for the year 1922 relating to the sale of the 28th day of July. 1925 of all that lot of land with the improvements thereon on Water St., in Crisfield adjoining the lands of Wm Charnock and L. Dow Evans heirs, assessed to Sadie and John T. Sterling for the year 1922 ro W. Jerome Sterling at and for the sum of twenty one dollars and fifty two cents now fully paid having been presented to the Court and the proceedings therein having been carefully examined and appearing to be regular and it appearing that the provisions of law in relation thereto have been complied with.

It is thereupon ordered this 5th day of October 1925. by the Circuit Court for Somerset County, Maryland in Equity that notice be given in the Crisfield Times a newspaper published in said Somerset County once a week for three successove weeks before the 5th day of November 1925. warning all persons interested in said property to be and appear in this Court, in person or by solicitor on or before the 5th day of January 1926, to show cause if any they have why said sale should not be ratified and confirmed.

The report states the amount of sales to be $21.52.

Robt F. Duer. Judge.

And now at this day to wit on the 2nd day of August 1926 comes again into Court here the said Trustee and on motion of the said trustee the Court here passed the following order.

It having been proved to the Court that a copy of the preceding order nisi has been publish ed according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 2nd day of August 1926 adjudged ordered and decreed by the Circuit Court for Somerset County Maryland in Equity that the annexed report of Harry E. Muir county Treasurer and collector of state and county taxes for Somerset County Maryland for the year 1922 and the sale by him reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey, Judge,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Stirling ,Clerk.

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Third: That by deed dated the 30th day of December, 1925, Minnie Nennett, Frederick T. Webster and Grace H. Webster his wife, Bessie Windsor and Willie Windsor her husband Lota Webster and Roland L. Webster her husband C. Spurgeon Webster and Lenora Webster his wife, Rosie Collier and S. Lee Collier her husband and James G. Webster and Edith S. Webster his wife granted and conveyed unto your orator, John T. Bennett all their respective right, title, interest and estate the same being a seven ninth undivided interest in and to said property and that said deed is recorded among the Land Records of said Somerset County.

Fourth: That by deed date d the 3rd day of March 1926 Harry C. Dashiell Trustee in Bankruptcy of Clinton B. Webster and others granted and conveyed unto your orator, John T. Bennett all the right, title, interest and estate of the said Clinton B. Webster, the same being a one ninth undivided interest in and to said property by deed recorded among the Land Records of said Somerset County and that this said deed was given by virtue of an order obtained from U. S. District Court for the District of Maryland.

That the said real estate is now owned by your orator, John T. Bennett and the said defendants, Catherine Webster and George Bennett Webster as tenants in common in the following proportions, the said John T. Bennett owns a eight ninth interest therein and the said Catherine and George Bennett Webster own a one ninth interest therein.

Fifth: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and that in order to make division of said interests it will necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their respective interests.

TO the End therefore.

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of said sale may be distributed between the parties entitled thereto according to their respective rights and interests therein.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Catherine Webster and George Bennett Webster infants residing in Baltimore City Maryland commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc.

Harry C. Dashiell Solicitor for Complainant.

And thereupon in pursuance of the prayer in the f oregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland To Catherine Webster and George Bennett Webster of Baltimore City Greeting:

You are hereby commanded that all e xcuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May next to answer the complaint of Hohn T. Bennett against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland on 1st day of March Anno Domini 1926

Issued the 21st day of April Anno Domini 1926.

Per Order W. Jerome Sterling Clerk.

At which said first Monday in May the day of the r eturn of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore City to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof th the Court here in the words following to wit:

Summoned Ambo and a copy of the process left with each defendant.

John E. Potee Sheriff.

And thereafter on the 15th May 1926 the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

John T. Bennett	)	No. 3865 Chancery
Vs.	)	In the Circuit Court
Catherine Webster and George Bennett	)	For Somerset County
Webster.	)	In Equity.

To the Honorable the Judges of said Court:

The petition of the plaintiff in the above entitled cause respectfully represents: That Catherine Webster and George Bennett Webster defendants in the above entitled cause have been duly summoned but being infants they can not answer and defend this suit for themselves. The plaintiff therefore prays the Court to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound etc.

Harry C. Dashiell, Plaintiff's Solicitor.

State of Maryland. Somerset County to wit:

I hereby certify that on this 15 day of May 1926, before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Harry C. Dashiell solicitor for the Plaintiff 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 as therein stated to the best of his knowledge information and belief. W. Jerome Sterling Clerk.

And thereupon on the 15th day of May the following order of Court appointing guardian ad litem and answer of Guardian Ad litem was filed.

Upon the aforegoing petition and affidavit it is ordered by the Circuit Court for Somerset County in Equity this 15th day of May 1926, that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Catherine Webster and George Bennett Webster infant defendants in the above cause.

Robt F. Duer, Judge.

John T. Bennett	)	No. 3865 Chancery
Vs.	)	In the Circuit Court
Catherine Webster and George Bennett	)	For Somerset County
Webster.	)	In Equity.

The answer of Catherine Webster and George Bennett Webster infant defendants in the above entitled cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County in Equity to the bill of complaint of John T. Bennett against them in this said Court exhibited. These defendants for answer to said bill of complaint by their said guardian answer and say that being ignorant of the matters charged in said bill of complaint and being infants of tender years they can not admit any of the allegations of said bill but submit their rights to the protection of this Honorable Court.

And as in duty bound etc.

James R. Stewart, Guardian ad litem.

And thereafter on the 15th May 1926 the Plaintiff by his Solicitor aforesaid filed in Court here the following petition and order of Court thereon.

John T. Bennett	)	No. 3865 Chancery.
Vs.	)	In the Circuit Court
Catherine Webster and George Bennett	)	For Somerset County
Webster.	)	In Equity.

To the Honorable the Judges of said Court:

The petition of John T. Bennett, Plaintiff in the above entitled cause respectfully represents. That the said defendants Catherine Webster and George Bennett Webster have been duly summoned to appear in said cause and have appeared thereto and answered by guradian ad litem duly appointed by

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this Honorable Court.

Your petitioner therefore desire to take testimony in this cause and prays that leave be granted him to do so before one of the standing examiners of this Court to support the allegations of the bill of complaint.

And as in duty bound etc. Harry C. Dashiell, Plaintiff's Colicitor.

Ordered this 15th day of May 1926, by the Circuit Court for Somerset County in Equity that leave be granted to the parties to this cause to take testimony as prayed before any one of the standing examiners of this Court.

Robt F. Duer Judge.

And afterwards to wit on the 19th May 1926 F. Douglass Sears Examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain Testimony by him taken in the words following to wit:

John T. Bennett	)	No. 3865 Chancery
Vs.	)	In the Circuit Court
Catherine Webster and Geo. Bennett	)	For Somerset County
Webster.	)	In Equity.

In this cause an order having passed for the taking of testimony to support the allegations of the Narr I F. Douglass Sears one of the standing examiners in Equity for the Circuit Court for Somerset County, Maryland having been duly appointed sworn, etc., did take the following testimony on May 19th 1926, in the office of Harry C. Dashiell in Princess Anne, Maryland, to wit: John T. Bennett a witness of lawful age, produced on the part of the Plaintiff being first duly sworn deposes and says as follows:

Int 1 Please state your name, age, resodence and occupation.

Ans. John T. Bennett, age 53 residence, Deals Island, Md. and occupation is Broker.

Int 2 Do you know the parties to this suit, If so, how long have you known them and where do they reside.

Ans. I am the Plaintiff, and reside in Somerset Co. Md. I know both of the defendants and have known them all of their lives, They live with their Mother, in Baltimore City Md.

Int 3. Did you know James Gillis Webster in his life time If yea, is he living or dead. If dead when did he die, and did he or not die intestate, and who are his heirs at law.

Ans. I did know James Gillis Webster in his lifetime He died on Deals Island, August 26th 1922. He did not leave any last will or testament and his heirs at law are as follows: Frederick T. Webster a son who intermarried with Grace H. Webster.

C Spurgeon Webster a son who intermarried with Lenora Webster. Bessie Windsor a daughter who intermarried with Willie Windsor. Lota A. Webster a daughter who intermarried with Roland L. Webster. Rosie Collier, a daughter who intermarried with S. Lee Collier.

Minnie Bennett a daughter who is my wife. James G. Webster a son who intermarried with Edith S. Webster. Clinton B. Webster a son who intermarried with Mabel H. Webster, and the two defendants, Catherine Webster and Geo. Bennett Webster children of the late Ross P. Webster, a son of the said James Gillis Webster who departed this life before the death of his said father.

All of the above parties are adults except the two defendants who are infants under the age of 21 years.

Int 4. What real estate if any did the said James Gillis Webster own at the time of his death, and if any state its quanity. location and value.

Ans. The said James Gillis Webster at the time of his death, owned a small lot of land containing about a quarter of an acre. located on Deals Island, at the intersection of the county road leading to the thoroughfare Bridge and the county road leading to the steamboat wharf. It adjoins the land of Ralph Brown and others and is the same land that was conveyed to the said James Gillis Webster by Wm B. Horner and wife by deed dated the 20th day of Sept 1915, and recorded among the land records of said Somerset County in Liber W.J.S. No. 70 folio 46 etc., This property is worth about $400.00.

Int 5. Please state who has title to this property at the present time How was the title so

acquired.

Ans. At the time of Mr. Websters death the property was owned by his heirs whose names are given above. Later on O purchased the interest of all of the heirs except the interest of the two children of Ross P. Webster who being minors could not sell and convey their interest to me. The interests in this property so purchased was conveyed by me by two deeds as follows:

First: by deed from Minnie Bennett ,Fred T. Webster and Grace H. Webster his wife, Willie Windsor and Bessie Windsor his wife, Lota A. Webster and Roland L. Webster her husband, C Spurgeon Webster and Lorena Webster his wife, Rosie Collier and S. Lee Collier her husband James G. Webster and Edith S. Webster his wife This deed is dated the 30th day of December 1925, and is recorded among the land records of Somerset County . Then I acquired the interest of another son, Clinton B. Webster by another deed from Harry C. Dashiell Trustee in Bankruptcy of Clinton B. Webster and other dated the 3rd day of March 1926, and also recorded among the land records of said county. Clinton went into bankruptcy and this deed that I received from him together with the order signed by Judge Morris A. Spper of the U. S. District Court, explains fully how I acquired Clinton's interest These two deeds conveyed tome an 8/9 interest in the property and the other one ninth interest is owned by the two infants defendants Catherine and Geo. Bennett Webster. Plaintiff her with files with the examiner to be used as evidence in this cause certified copy of deed to Jno T. Bennett from Fred P. Webster and other marked Exhibit "A" and certified copy of deed to said Jno T. Bennett from Harry C. Dashiell trustee and others marked Exhibit "B".

Int 6. State whether of not the said real e state is susceptible of partition without material loss ar injury to the parties entitled to interest therein or whether in order to make such division it will be necessary that said real estate be sold and the proceeds divided among them.

Ans. This property cannot be divided in kind among the parties entitled for the reason that there is only about a quarter of an acre of the land with a small store house thereon and there is no way in which this property can be divided according to the respective interests of the owners. The only way that an equitable division can be made is to sell and divide the propeeds.

Court Question.

Ans. There is nothing further. John T. Bennett.

F. Douglass Sears, Witness.

Fred T. Webster a witness of lawful age produced on the part of the Plaintiff, having been first duly sworn deposes and says as follows:

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

Ans. Fred T. Webster age is 41 years I live at Deals Island Md. Occupation undertaker.

Int #2. Do you know the parties to this suit. If so how long have you known them and where do they reside.

Ans. I have known the Plaintiff all of my life and the defendants, all of their lives, The Plaintiff lives in Somerset County, and the defendants live with their Mother in Baltimore City Md.,

Int 3. Did you know James Gillis Webster in his life time. Is he living or dead If dead when die he die and did he or not die intestate and who are his heirs at law.

Ans. I did know Jas Gillis Webster He was my father. He died August 26th 1922 intestate, He left no widow surviving him but left as his only heirs at law eight children and two grant-children as follows:

Frederick T. Webster, a son. C. Spurgeon Webster, a son, Bessie Windsor, a daughter, Lota A. Webster, a daughter Rosie Collier, a daughter, Minnie Bennett, a daughter, James C. Webster a son, Clinton B. Webster, a son. And the two defendants, Catherine Webster and Geo Bennett Webster childred of my brother Ross B. Webster who died before the death of our father. All of these children are adults except the two defendants who are infants under the age of 21 years and the adult children are all married the names of their husbands or wife being the same as was given by the preceding wintess, Mr. Bennett whose testimony I heard.

Int 4 What real estate if any did the said Jas Gillis Webster own at the time of his death and if any state its quantity location and value.

Ans. At the time of his death the only real estate that my father owned was a small lot of land of about a quarter of an acre, situate on Deals Island at the intersection of the County roads one leading to the bridge and the other to the steamboat wharf. This property is improved by a small store house and is the same property that was conveyed to my father by Wm G. Horner and wife. In my opinion it is worth about $400.00.

Int 5. Please state who has the title to this property at the present time and how was the title so acquired.

Ans. At the present time this property is owned by the Plaintiff Mr. Bennett and the two infants defendants. Catherine and Geo.Bennett Webster, After my fathers death Mr. Bennett bought out the interest of all of the grown children and out interests was conveyed to him by two deeds, certified copies of which are now shown me and which have been filed as Exhibits in this case, at the present time therefore Mr. Bennett owns an 8/9 interest in the property and the two children own a one-ninth interest in the property.

Int 6 Please state whether or not the said real estate is susceptible of partition among the parties entitled to interest therein or whether or not in order to make such division it will be necessary to sell the property and divide the proceeds.

Ans. The only way that a fair division can be made is to sell it and divide the proceeds. The lot of land is very small and has only a small store house on it and there is no way in which it can be divided in kind. The land is worth practically nothing and of course the small house could not be divided into three parts.

Court Question.

Ans. There is nothing more. Fred T. Webster

F. Douglass Sears. Witness/

There being no further witness present to be examined the papers are herewith returned to the Court as requested and I hereby certify that the annexed bill of costs is correct.

Bill of Costs.	Examiners fee	$4.00
	Examiners expenses	2.00
	Total costs.	6.00

F. Douglass Sears,
Examiner in Chancery.

Exhibit A referred to in the foregoing Testimony is as follows.

THIS DEED, made this 30th day of December 1925 by Minnie Bennett Fred T. Webster and Grace H. Webster his wife, Bessie Windsor and Willie Windsor her husband, Lora A. Webster and Roland L. Webster her husband, all of Somerset County and state of Maryland, C. Spurgeon Webster and Lorena Webster his wife Rosie Collier and S. Lee Collier her husband all of Baltimore City and state of Maryland and James G. Webster Jr. and Edith Webster his wife of the City of New York.

Witnesseth that in consideration of the sumnof Three Hundred dollars ($300.00) the receipt of which is hereby acknowledged the said Minnie Bennett, Fred T. Webster and Grace H. Webster his wife, Bessie Windsor and William Windsor her husband Lota Webster and Roland L. Webster her husband. C. Spurgeon Webster and Lorena Webster his wife, Rosie Collier and S. Lee Collier her husband James C. Webster Jr., and Edith Webster his wife do grant andconvey unto John T, Bennett of said Somerset County and state of Maryland, his heirs and assigns in fee simple all their (the grantors) respective right, title, interest and estate both at law and in equity, the same being a seven ninth undivided interest in and to all that lot or parcel of land situate lying and being in Deals Island Election District Somerset County Maryland and more fully described as follows that is to say:

All that lot or parcel of land situate as aforesaid and at the intersection of the county road leading to the Thoroughfare Bridge and the county road leading to the steam boat wharf adjoining the marsh land of Ralph Brown and containing one quarter of an acre more or less.

And being the same and all of the land which was conveyed unto the late James G. Webster by William B. Horner and wife by deed dated the 20th day of September 1915, and recorded among the land records of said Somerset County in Liber W.J.S. No. 70 folio 46 ; and which upon the death of the said James G. Webster intestate descended unto the grantors in this deed and others as his heirs at law.

To which said deed and all the references therein contained special reference is hereby made for a more accurate description of the land and premises hereby conveyed.

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

To have and to hold the interest s and estate in the lands and premises above described and mentioned and hereby intended to be conveyed unto andto the proper use and benefit of the said John T. Bennett his heirs and assigns in fee simple.

And the said grantors and each of them covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the said land as may be requisite.

Witness the hands and seals of the said grantors.

Minnie Bennett (SEAL).
Fred T. Webster (SEAL).
Grace H. Webster (SEAL).
Winnie Windsor (SEAL).
Lota A. Webster (SEAL).
Roland L. Webster (SEAL).
C. Spurgeon Webster (SEAL).
Lorena Webster (SEAL).
Rosia Collier (SEAL).
S. Lee Collier (SEAL).
Bessie Windsor (SEAL).
James G. Webster (SEAL).
Edith S. Webster (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 30th day of December, 1925, before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared Minnie Bennett, Fred T. Webster and Grace H. Webster his wife and Willie Windsor her husband. Lora A. Webster and Roland L. Webster her husband and did each of them acknowledge the aforegoing deed to be their respective act and deed; and I do further certify that the said Minnie Webster Fred T. Webster and Grace H. Webster his wife and Willie Windsor her husband and Lota A. Webster and Roland L. Webster her husband signed the aforegoing deedin my presence and that I witnessed their signatures to the same.

Seal of Notary.

Witness my hand and Notarial seal. Arthur Andrews Notary Public.

State of Maryland. Baltimore City to wit:

I hereby certify that onthis 25th day of January 1926, before me the subscriber a Notary Public of the state of Maryland in and for Baltimore City aforesaid personally appeared C. Spurteon Webster and Lorena Webster his wife Rosie Collier and S. Lee Collier her husband and Bessie Windsor and did each of them acknowledge the aforegoing deed to be their respective act and deed and I do further certify that the said C. Spurgeon Webster and Rosie Collier and S. Lee Collier her husband and Bessie Windsor signed the aforegoing deed in my presence and that I witnessed their signatures to the same. Witness my hand and Notarialseal the day and year above written.

Seal of Notary. W. Russell Mules Notary Public.

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County of New York, City of New York to wit:

I hereby certify that on this 28th day of January 1926, before me the subacriber a Notary Public of the state of New York, in and for the City of New York, aforesaid, personally appeared James G. Webster Jr., and Edith Webster his wife and acknowledged the aforegoing deed to be their act and deed and I do further certify that the said James G. Webster Jr., and Edith Webster his wife, signed the aforegoing deed in my presence and that I witnessed their signatures to the same.

Witness my hand and Notarial seal the day and year above written.

W. C. Roseman N. P.

Seal of Notary.

Notary Public Queens County No. 3616
New York Co. Clerk's No. 321
New County County Registers's No. 7272
Commission expires March 30, 1927.

Received for record April 21, 1926 and recorded in Liber W.J.S. No. 93 folio 24 etc., one of the Land Records of Somerset County.

PerW. Jerome Sterling Clerk.

State of Maryland Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the aforegoing is a true and correct copy of the aforegoing deed as recorded in Liber W.J.S. No. 93 folio 24 one of the land records of said county.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 18th day of May 1926.

W. Jerome Sterling, Clerk.

Exhibit B referred to in the foregoing Testimony is as follows:

THIS DEED, made this 3rd day of March 1926 by Harry C. Dashiell trustee in Bankruptcy as hereinafter set forth Frederick T. Webster and Grace H. Webster his wife and Mabel H. Webster all of Somerset County and state of Maryland:

Whereas on the 23rd day of November in the year nineteen hundred and twenty two a certain Clinton B. Webster individually and trading as C. B. Webster Company filed a petition in the District Court of the United States for the District of Maryland. praying that he might be adjudged by said Court to be a bankrupt and whereas afterwards the said Clinton B. Webster as aforesaid was adjudicated a bankrupt by said Court and Harry C. Dashiell was appointed trustee in bankruptcy of said Clinton B. Webster as aforesaid and filed a bond as such trustee in said Court as required by law; and whereas in the sehedule filed by said Clinton Webster as aforesaid marked Exhibit B the said Clinton B. Webster as aforesaid stated under oath that he had an interest in a one story, two room store building located at Deals Island, Somerset County, Maryland which he together with other brothers and sisters had acquired by descent from their father and in said schedule the said Clinton B. Webster further states that about fourteen months prior to the filing of the said petition as aforesaid he had sold his said interest in said property to his brother, Frederick T. Webster, that the said Frederick T. Webster, had paid the purchase money therefor but he the said Clinton B. Webster had never executed a deed to the said Frederick T. Webster for said interest; and whereas since that time the said Frederick T. Webster for a valuable consideration the receipt of which is hereby acknowledged has sold and agreed to convey all his right, title, interest and estate in and to said property to John T. Bennett of said Somerset County Maryland and whereas also since the filing of said petition as aforesaid the said Harry C. Dashiell trustee as aforesaid has filed in said District Court a petition setting forth the above facts as stated by the said Clinton B. Webster and upon said petition the said Court has passed an order a certified copy of which is hereto attached and made a part hereof, authorizing and directing the said Harry C. Dashiell trustee as aforesaid, to convey by a good and sufficient deed all the right, title, claim and interest of the said Clinton B. Webster in and to the said land and whereas the said Mabel H. Webster is the wife of the said Clinton B. Webster and she now joins in this deed for the purpose of conveying to the said grantee herein all the right, title interest and estate which she now has or may hereafter have as the wife of the said Clinton B.

Webster ar otherwise in and to said land.

Now therefore this deed witnesseth that in consideration of the premises and of the sum of five dollars ($5.00) in hand paid the said Harry C. Dashiell trustee in Bankruptcy as hereinbefore set forth, and the said Frederick T. Webster and Grace H. Webster his wife and the said Mabel H. Webster wife of Clinton B. Webster as aforesaid do grant and convey unto the said John T. Bennett his heirs and assigns in fee simple all their respective right, title, interest and estate both at law and in equity said Bankruptcy proceedings the said interest being the one ninth undivided interest of the said Clinton B. Webster and the interest of the said Mabel H. Webster as wife of the said Clinton B. Webster in and to all that lot or parcel of land situate lying and being in Deals Island Election District Somerset County Maryland and more fully described as follows that is to say:

All that lot or parcel of land situate as aforesaid and at the intersection of the county road leading to the Thoroughfare Bridge and the county road leading to the steam boat wharf, adjoining the marsh land of Ralph Brown and containing one quarter of an acre more or less.

And being the same and all of the land which was conveyed unto the late James G. Webster by William B. Horner and wife by deed dated the 29th day of September 1915, and recorded among the land recordsof said Somerset County in Liber W.J.S. No. 70 folio 46 etc., and which upon the death of the said James G. Webster, intestate, descended unto the said Clinton B. Webster, intestate descended unto the said Clinton B. Webster and others as his heirs at law. To which said deed and all the references therein contained special reference is hereby made for a more accurate description of the property hereby conveyed.

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

To have and to hold the land and premises above described and mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said John T. Bennett his heirs and assigns in fee simple.

And the said Frederick T. Webster and Grace H. Webster his wife and Mabel H. Webster covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the said land as may be requisite.

Witness the hands and seals of the said grantors.

Test as to Harry C. Dashiell Trustee:

Edgar A. Jones.

Harry C. Dashiell (SEAL).
Trustee in Bankruptcy of Clinton B. Webster.

Fred T. Webster (SEAL).

Grace H. Webster (SEAL).

Mabel H. Webster (SEAL).

State of Maryland. Somerset County to wit:

I hereby certify that on this 21st day of February 1926, before me the subscriber a Justice of thePeace of the tate of Maryland in and for Somerset County aforesaid, personally appeared Harry C. Dashiell. Trustee in Bankruotcy of Clinton B. Webster as aforesaid and acknowledged the aforegoing deed to be his act and deed.

Edgar A, Jones Justice of the Peace.

State of Maryland Somerset County to wit:

I hereby certify that on this 3 day of March 1926, before me the subscriber a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared Frederick T. Webster and Grace H. Webster his wife and Mabel H. Webster and acknowledged the aforegoing deed to be their act and deed and I do further certify that the said Frederick T. Webster and Grace H/ Webster his wife and Mabel H. Webster signed the aforegoing deed in my presence and that I witnessed their signatures to the same.

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

Seal of Notary.

Arthur Andrews Notary Public.

©VOGE

In the matter of the Bankrupt estate of Clinton B. Webster, individually and trading as C. B. Webster Company, Harry C. Dashiell Trustee.	))))	No. 3871 Bankrupt docket "C" In the United States District Court for the District of Maryland.

Upon the aforegoing petitionand affidavit of Harry C. Dashiell, Trustee in Bankruptcy of Clinton B. Webster, individually and trading as C. B. Webster Company the same being No. 3871 Bankrupt docket of United States Court for the District of Maryland it is hereby ordered by the said United States District Court for the District of Maryland this 12th day of February 1926, that the said Harry C. Dashiell, Trustee in Bankruptcy as aforesaid be and he is hereby authorized and directed to convey by a good and sufficient deed to the purchaser aforesaid all the right, title, claim and interest of the said Clinton B. Webster in and to the lot or parcel of land with the improvements thereon situate in Deals Island Election District, Somerset County Maryland formerly owned by the late James Gillis Webster deceased as aforesaid.

Morris A. Soper
U. S. District Judge.

United States of America, District of Maryland to wit:

I, Arthur L. Spamer, Clerk of the District Court of the United States for the District of Maryland do hereby certify that the aforegoing is a true copy of an order of Court which was entered and filed on the 12th day of February, 1926, in the therein entitled matter of the Bankrupt Estate of Clinton B. Webster individually and trading as C. B. Webster Company, No. 3871 Bankrupt docket "O" in said District Court.

Seal of Court.

In testimony whereof I hereunto set my hand and affix the seal of the said District Court this 13th day of February, A.D. 1926.

Arthur L. Spamer
Clerk U. S. District Court for the District of Maryland.

Received for record 21st April 1926 and recorded in Liber W.J.S. No. 93 folio 26 &c., one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing deed is truly and correctly copied from Liber W.J.S. No. 93 folio 26 &c. one of the land records of said County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 18th day of May 1926.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 3rd day of June 1926 the Circuit Court here passed the following decree in the premises to wit:

John T. Bennett	)	In Equity in the Circuit Court for
Vs.	)	Somerset County
Catherine Webster and another.	)	No. 3865 Chancery.

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

It is thereupon this 2nd day of June in the year nineteen hundred and twenty six by the Circuit Court for Somerset County sitting in Equity adjudged ordered and decreed that the real estate in the proceedings mentioned be sold.

That Harry C. Dashiell be and he is hereby appointed trustee to make such sale the course and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the state of Maryland executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of One Thousand dollars if individual surety or sureties, or one half of said penal sum if corporate, security conditioned for the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises

he shall then proceed to make sale of saidnreal estate having first given at least twenty days previous notice inserted in some newspaper printed in Somerset 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 in cash, on the day of sale the balance of the purchase money to be paid in six months from day of sale the whole to bear ingerest from the day of sale and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustee or all cash at the option of the purchaser or purchasers.

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 this Court 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 acknowledged according to law, convey to the purchaser or purchasers of said property to his, her, or their heirs or assigns the property to him her or them sold free clear and discharged of all claims 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 said sale or sales and the bonds which may betaken for the same to be disposed of under the direction of this Court after deducting therefrom the costs of this suit and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

Robt F. Duer.

And thereupon the said Harry C. Dashiell trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS that we Harry C. Dashiell principal of Somerset County and state of Maryland and the American Surety Company of New York, a corporation duly incorporated under the laws of the state of New York, surety are held and firmly bound unto the said state of Maryland in the full and just sum of Five Hundred dollars ($500.00) to be paid to the said state of Maryland, or its certain attorney to which payment well and truly to be made and done we bind ourselves and each of us our and each of our heirs executors administrators and assigns firmly by these presents sealed with our seals and dated this 3rd day of June 1926.

Whereas the above bounden Harry C. Dashiell by virtue of a decree of the Circuit Court for Somerset County in Equity, passed on the 2nd day of June 1926, has been appointed Trustee to sell the property mentioned in the proceedings in the case of John T. Bennett, against Catherine Webster and John Bennett Webster the same being No. 3865 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Harry E. Dashiell 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 shall be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden Harry C. Dashiell has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by Harry C. Dashiell, its attorney and its corporate seal to be affixed hereto the day and year above written.

Test: Harry C. Dashiell (SEAL).
Principal.

S. Frank Dashiell

American Surety Company
Test: Harry C. Dashiell, Attorney.

S. Frank Dashiell Countersigned by
Earle B. Polk, Countersigner.

Test S. Frank Dashiell.

Which said Bond was thus thereon endorsed.

Bond Approved W. Jerome Sterling Clerk.

BOOK 9

And thereafter to wit on the 16th day of August 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

John T. Bennett	)	No. 3865 Chancery
Vs.	)	In the Circuit Court
John Bennett Webster and Catherine Webster.	)	For Somerset County
		In Equity.

To the Honorable the Judges of said Court:

The report of Harry C. Dashiell, trustee appointed by the decree passed in this cause, to make sale of the real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful discharge of the trust as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald" a newspaper printed in Somerset County once a week for three successive weeks before the day of sale and by hand bills extensively circulated in said county he did pursuant to said notice attend at the Court House door in Princess Anne in said county on Tuesday the 29th day of June 1926, at the hour of two O'clock P. M. and then and there did proceed to sell said property that is to say:

Your trustee offered by public auction the property mentioned in said decree and said advertisement and particularly described as follows:

All that tract or parcel of land situate in Deals Island Election District Somerset County, Maryland at the intersection of the County road leading to the Thoroughfare Bridge and the County road leading to the steam boat wharf adjoining the lands of Ralph Brown and others and containing one quarter of an acre more or less; and being the same land which was conveyed unto the late James Gillis Webster by William B. Horner and wife by deed dated the 20th day of September 1915, and recorded among the land records of said Somerset County in Liber W.J.S. No. 70 folio 46 etc., This property is improved by a store building and in good repair.

And your said Trustee sold said tract or parcel of land above described to John T. Bennett of said Somerset County Maryland at and for the sum of Four Hundred and twenty five dollars ($425.00) and being then and there the highest bidder therefor and said purchaser has complied with the terms of said sale to the satisfaction of your said Trustee.

Respectfully submitted.

Harry C. Dashiell, Trustee.

State of Maryland. Somerset County to wit:

On this 30th day of June, 1926 before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Harry C. Dashiell trustee named in the above report of sales 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 knownedge and belief and that the sale therein reported was fairly made.

W Jerome Sterling, Clerk.

Upon which said report and affidavit the following order was passed.

John T. Bennett	)	No. 3865 Chancery
Vs.	)	In the Circuit Court
John Bennett Webster and Catherine Webster.	)	For Somerset County
		In Equity.

Ordered that the sale of the property mentioned in these proceedings made and reported by Harry C. Dashiell trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of July 1926, provided a copy of this order be inserted in some weekly newspaper printed in said Somerset County once in each of three successive weeks before the 26 day of July 1926.

The report states the amount of sales to be $425.00

W. Jerome Sterling, Clerk.

And now at this day to wit on the 16th day of August 1926 comes again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

John T. Bennett	)	No. 3865 Chancery
Vs.	)	In the Circuit Court
Catherine Webster and another.	)	For Somerset County
		In Equity.

Ordered by the Circuit Court for Somerset County in Equity, this 16th day of August 1926 that the sale made and reported by Harry C. Dashiell trustee as aforesaid in the above entitled cause 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 Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

And since it appears that Harry C. Dashiell, the Auditornof this Court is the solicitor in this cause it is further ordered that the papers in this cause be submitted to L. Creston Beauchamp to state an account in the above entitled cause as required by law.

Robt F. Duer Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: H. Jerome Sterling, Clerk.

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default 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 said J. Shiles Crockett do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and perform any order or decree which shall be made by any Court of Equity relating 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 J. Shiles Crockett has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by Harry C. Dashiell its attorney, and its corporate seal to be affixed hereto the day and year above written.

Test as to J. Shiles Crockett
M. T. Crockett

Corporate

Test: S. Frank Dashiell
Earle B. Polk
Countersignor.

Seal.

J. Shiles Crockett (SEAL).

American Surety Company
Per Harry C. Dashiell, Attorney.

Which said Bond was thus thereon endorsed.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 19th December 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so aforesaid filed are in the words following to wit:

In the matter of the trust created in a	)	In the Circuit Court
mortgage from Ralph E. Wilson and Julia O. Wilson his wife	)	For Somerset County
to Thomas Henderson. J. Shiles Crockett assignee for the	)	In Equity
purpose of foreclosure Ex Parte.	)	No. 3842 Chancery.
To the Honorable the Judges of said Court:	)	

The report of J. Shiles Crockett, assignee for foreclosure of the Pocomoke City National Bank of Pocomoke City Maryland a body cprporate, Assignee of Thomas Henderson, Mortgagee of Ralph E. Wilson and Julia O. Wilson his wife respectfully shows: That under and by virtue of the power of sale contained in a certain mortgage drom said Ralph E. Wilson and Julia O. Wilson his wife, to said Thomas Henderson dated the 14th day of November, 1921 and recorded among the land records of Somerset County in Liber W.J.S. No. 83 at folio 46 et seq., which mortgage had been assigned by said Thomas Henderson to The Pocomoke City National Bank of Pocomoke City Maryland a body corporate, and was later assigned by said body corporate to said J. Shiles Crockett for the purpose of foreclosure the said Mortgage being long in default under the terms, covenants and conditions thereof, the undersigned Assignee for foreclosure having first given bond in the manner and form required by law, and having complied with all other pre-requisites under thelaw and the terms of said mortgage and especially after having given twenty days notice of the time, place manner and terms of sale in the Marylander & Herald a weekly newspaper printed in said Somerset County pursuant to said advertisement in said newspaper did attend at the time and place therein designated that is to say in front of the Court House door in Princess Anne, Somerset County, Maryland, on Saturday October, 31, 1925, at 2 O'clock P. M. and did then and there proceed to sell the property conveyed by said mortgage as follows: The undersigned Assignee offered for sale at public auction then and there all the right title and interest of said Ralph E. Wilson and Julia O. Wilson in and to all that tract or parcel of land with the buildings and improvements thereon lying in Dublin Election District Somerset County State of Maryland, lying on both sides of the county road leading from Pocomoke City to the William T. Hargis Farm (sometime called "The Bowland Road") it being a part of the Spencer Farm or by whatsoever name or names the same may be known or called and being the same lands which were conveyed to said Ralph E. Wilson and Julia O. Wilson by deed from said Thomas Henderson and wife dated the 14th day of November in the year 1921 and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 85 folio 117 et seq.,

Containing 100 acres more or less but said Assignee sould get no adequate bid for said property but the highestnoffer there made was one thousand dollars which was do grossly inadequate that the Assignee withdrew said sale and this Assignee later sold the said property at private sale to the

Pocomoke City National Bank of Pocomoke City, Maryland a corporation as of the date of said public sale at and for the sum of twenty four hundred dollars ($2400.00) to be paid on the ratification of the sale. And this Assignee believes the said sum to be a fair and adequate price for said property all of which is respectfully submitted.

J. Shiles Crockett Assignee.

State of Maryland, Worcester County to wit:

I hereby certify that on this 18th day of December 1925, before me the subscriber a Notary Public of the state of Maryland in and for Worcester County residing at Pocomoke City in said County personally appeared J. Shiles Crockett assignee of the Mortgage above described and he made oath in due form of law that the matters and things set forth in the above report are true to the best of his knowledge and belief and that the sale therein reported was fairly made, As witness my hand and Notarial seal.

Francis D. Young Notary Public.

Upon which said report and affidavit the following order was passed

In the matter of the trust created in a	)	In the Circuit Court
Mortgage from Ralph E. Wilson and Julia O. Wilson	)	For Somerset County
his wife to Thomas Henderson J. Shiles Crockett,	)	In Equity
Assignee for the purpose of foreclosure Ex Parte.	)	No. 3842 Chancery.

Ordered that the sale made and reported in these proceedings by J. Shiles Crockett assignee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of January 1926, provided a copy of this order is inserted in some newspaper published in Somerset County once in each of three successive weeks before the 19th day of January 1926. The report states the amount of sales to be $2400,00.

W. Jerome Sterling Clerk.

And now at this day to wit on the 17th August 1926 comes into Court here the said trustee and on motion of the said Trustee the Court here passed the following order to wit:

Ordered this 17th day of August 1926 by the Circuit Court for Somerset County in Equity that the sale made and above reported by J. Shiles Crockett 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 heretofore passed in these proceedings.

Robt F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered or record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Daisy E. Hayman hereby grants and conveys to the said E. Herrman Cohn his heirs and assigns all that lot or parcel of land, situate lying and being in West Princess Anne Election District in Somerset County in the state of Maryland on the west side of and fronting upon the old county road leading from Princess Anne to Kings Creek containing one quarter of an acre more or less which was conveyed to the said Daisy E. Hayward by The Somerset Tile Company a body corporate by deed dated the 24th day of November 1924 recorded among the land records of said County in Liber W.H.S. No. 91 folio 309 etc to which said deed and all the references in said deed contained reference is hereby made for full and accurate description of the land hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that if the said Mortgagor shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable accordig to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on her part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagor shall possess the afore said property upon paying in the meantime all taxes and assessments public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public dues charges mortgage debt and interest aforesaid the said Daisy E. Hayward does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee his personal representatives or assigns or H. Fillmore Lankford his or their attorney or Agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, and which sale shall be made in the manner following biz; upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of the decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage whether the same shallnhave matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said Mortgagor or any person in her behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property andno sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid; and in the event that said property shall be sold the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount af at least seven hundred dollars and to cause the policy to be affected thereunto be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee his personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Daisy E. Hayward (SEAL).

Rudolph Kaplan

Notary Public, New York County 26
New York County Register No. 6110
Certificate filed in Kings Co.No. 91
Kings County Register's No. 6009
Commission expires March 30, 1926.

State of New York N. Y. County to wit:

I hereby certify that on this 25th day of August in the year nineteen hundred and twenty five before me the subscriber a Notary Public of the state of New York in and for New York County personally appeared Daisy E. Hayward the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed. and I further certify that the said mortgagor signed the foregoing mortgage in my presence and that I witnessed her signature to the same.

In testimony whereof I hereto subscribe my name and affix my notarial seal the day and year aforesaid.

Seal of Notary.

Rudolph Kaplan Notary Public.
Notary Public New York County 20
New York County Register No. 6110
Certificate filed in Kings Co. No. 91
Kings county register's No. 6009
Commission expires March 30, 1926.

State of Maryland, Somerset County to wit:

I hereby certify that on this 27th day of August nineteen hundred and twenty five before me the subscriber a Notary Public of the state of Maryland in and for Somerset County personally appeared E. Herrman Cohn the mortgagee in the within and foregoing mortgage and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth and stated.

Seal of Notary.

Witness my hand and Notarial seal. Samuel H. Sudler, Notary Public.

Received for record 26th August 1926 and recorded in Liber W.J.S. No. 87 folio 256 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And whereupon the said H. Fillmore Lankford trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS THAT WEH. Fillmore Lankford, and E. Herrman Cohn of Somerset County in the state of Maryland are held and firmly bound unto the state of Maryland, in the full and just sum of Two Thousand dollars current money to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of our and heirs, executors and administrators, jointly and severally firmly by these presents sealed with our seals and dated this 9th day of July nineteen hundred and twenty six.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from Daisy E. Hayman to E. Herrman Cohn dated the 25th day of August, 1925, recorded among the land records of said county in Liber W.J.S. No. 89 folio 256 etc., is authorized upon default in the terms of said mortgage to sell the real estate by said mortgage conveyed as Attorney named in said mortgage and whereas default has occurred under the terms and conditions of said

mortgage and whereas the said H. Fillmore Lankford, Attorney as aforesaid is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property.

Now the condition of the above obligation is such that if the above bounden H. Fillmore Lankford do and shall well and faithfully perform the trust reposed in him by said mortgage 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 forde and virtue in law.

Witness: H. Fillmore Lankford (SEAL).

Henry M. Lankford. E. Herrman Cohn (SEAL).

Which said bond was thus thereon endorsed.

The within bond and surety hereby approved

W. Jerome Sterling, Clerk.

And thereafter on the 14th July 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit as aforesaid filed are in the words following to wit:

H. Fillmore Lankford Ex Parte.	)	No. 3883 Chancery
	)	In the Circuit Court
	)	For Somerset County
		Maryland.

Trust created by mortgage from Daisy E. Hayward to E. Herrman Cohn.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford, attorney named in a mortgage from Daisy E. Hayward to E. Herrman Cohn dated the 25th day of August 1925, recorded among the land records of said county in Liber W.J.S. No. 89 folio 256 etc., respectfully represents.

That after default had occurred in the covenants and conditions of said mortgage and after having filed a bond with approved security as required by law, and after having given twenty days previous notice of the time, place manner and terms of sale by advertisement in the Marylander and Herald a weekly newspaper printed in Somerset County and by hand bill posted at the Court House door in said county he did in pursuance of said notice attend at the Court House door in Princess Anne Maryland on Tuesday the 13th day of July 1926, at or about the hour of 2,00 O'clock P. M. and then and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He offered all that lot of land in West Princess Anne Election District, in Somerset County in the state of Maryland, on the west side of and fronting on the old county road leading from Princess Anne to Kings Creek containing one quarter of an acre more or less being the same lot of land which was conveyed to the said Daisy E. Hayward by The Somerset Title Company by deed dated the 24th day of November 1924, recorded among said records in Liber W.J.S. No. 91 folio 309 etc., and sold the same to "The Cohn & Bock Company" a body corporate at and for the sum of Seven Hundred dollars and the said purchaser has complied with the terms of sale to the satisfaction of the said Attorney.

And the said attorney makes the following distribution of the proceeds of said sale.

Amount of sale		$700.00
Clerk's fees $9.00; Appearance fee $10.00	$19.50	
Advertising sale and order nisi	20.00	
Auctioneer $2.50 Taxes 1925 0.55	3.05	
Commissions to Attorney per Cha rule	53.00	95.55
Balance on account of mortgage debt		$604.45

Statement of Mortgage Debt.

Principal	$700.00
Interest from 25 Aug. 1925 1925 to 13 July 1926.	37.10
	737.10
Amount realized from sale	604.45
Balance due	$132.65

And the said Attorney brings into Court the proceeds of said sale and prays a ratification of his proceedings in the premises and of the distribution of the proceeds of said sale made by him in this report.

AAll of which is respectfully submitted.

H. Fillmore Lankford, Attorney named in said Mtg.

Stateof Maryland. Somerset County to wit:

I hereby certify that on this 14th day of July, nineteen hundred and twenty six before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the attorney named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report and affidavit the Circuit Court here passed the following order.

H. Fillmore Lankford	)	No. 3883 Chancery
Ex Parte	)	In the Circuit Court for
	)	Somerset County, Maryland
		Trust created by mortgage from Daisy E. Hayward to
		E. Herrman Cohn

Ordered by the Circuit Court for Somerset County in Equity this 14th day of July nineteen hundred and twenty six that the report of H. Fillmore Lankford, the attorney mentioned in the above nause, and the sale of real estate by him reported and the disbursement of the proceeds of said sale made in said report. be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 14th day of August, 1926; provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 9th day of August 1926.

The report states the amount of sale to be $700.00.

Robt F. Duer Judge.

And now at this day to wit: on the 17th day of August 1926 comes again into Court here the said trustee and on motion of said trustee the Court here passed the following order.

H. Fillmore Lankford,	)	No. 3883 Chancery
Ex Parte.	)	In the Circuit Court
	)	For Somerset County
		Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 17th day of August nineteen hundred and twenty six, ordered by the Circuit Court for Somerset County in Equity that the within report of H. Fillmore Lankford attorney and the sale by him reported and the disbursement of the proceeds of said sale made in said report be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County In Equity begun and held at Princess Anne Town, in and for said county on the First Monday in September being the 6th day of the same month in the year of our Lord One Thousand nine hundred and twenty six.

Were present: Hon John R. Pattison Chief Judge
Hon Joseph L. Bailey Asso Judge
Hon. Robert F. Duer Asso Judge.

Luther Daugherty Esq., Sheriff. W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""

Ida Belle Waller)	Be it remembered that heretofore to wit on the 15th
Vs.)	day of January 1915 a certain Ida Belle Waller by
Carroll Clairveaux Waller et al.)	Miles & Myers her solicitor exhibited and filed in
)	the Circuit Court here a Bill of Complaint against
	Carroll Clairveaux Waller et al which said bill of

complaint is in the words following to wit:

"""""""""""""""""""""""

Ida Belle Waller	)	
Vs.	)	No. 3769
Carroll Clairveaux Waller, William Kemmedy Waller, William	)	In the Circuit Court
Laurence Beyer, Marguerite Alice Beyer, Mary Ethel Beyer, Clara	)	For Somersst County
Hennemann, Ruth Mulligan, Philip B. Frederick, F. Leroy Frederick	)	Maryland.
Mamie F. Colton. Florence M. Carlisle, Mamie A. Bennett, Myrtle H.	)	
Link, Charles R. Frederick, Annie Carlisle Frederick, May Coram, Frank	)	
Harrison, John N. Frederick and the unknown heirs of Jacob L.	)	
Frederick.	)	

To the Honorable the Judge of said Court:

Your oratrix, complaining says:

First: That in the month of August nineteen hundred and sixteen, Margaret Alice Carroll late of Somerset County deceased, departed this life leaving a last will and testament, which has been duly admitted to probate by the Orphans Court for Somerset County duly certified copy of which said will and probate thereof is herewith filed as part hereof marked "Plaintiff's Exhibit A".

Second: That by and under the terms of the fifth item of said last will and Testament of the said Margaret Alice Carroll there was devised to your oratrix all the rest and residue of the real estate and personal estate of the said Margaret Alice Carroll for and during the period of her natural life and no longer and from and after the decease of your orator then to all and every her then surviving child or children, and the then surviving issue of your oratrix' then deceased child or children, if any, to take among them per stirpes and not per capita; that the defendants, Carroll Clairveaux Waller and William Kennedy Waller are the only children and descendants of your oratrix the said Carroll being of full age and the said William being a monor under the age of twenty one years both unmarried and reside with your oratrix in Queen Anne's County in the state of Maryland,

Third: That included in the residue of the said estate of the said Margaret Alice Carroll, which was devised to your oratrix for and during the period of her natural life as aforesaid with remainder as aforesaid was certain real estate nor in the possession of your oratrix as life tenant aforesaid as follows:

A lot of land improved by a dwelling house, located at the corner of Beckford Avenue and William Street in the Town of Princess Anne in Somerset County, Maryland having a front of one hundred and sixty feet on said Beckford Avenue and a depth of two hundred and ten feet bounded on the north by

William Street, on the East by Church Street on the south by the land of Frank Lano and on the West by Beckford Avenue, title to which was acquired by the said Margaret Alice Carroll in her lifetime by two deeds from Frank Lano and wife one dated June 23, 1915, and recorded among the land records of said Somerset County in Liber W.J.S. No. 68 folio 369 and the other dated August 11, 1915, and recorded as aforesaid in Liber W.J.S. No. 68 folio 478.

Fourth: That asid real estate locatedin the Town of Princess Anne, in said Somerset County, is not occupied by your oratrix, but has been demised by her from time to time to such tenants and at such rental as she is able to obtain, and that the income received from such rent after payment of taxes, insurance and necessary repairs to said property is insondierable, and much less than could be realized from the proceeds of the sale of said property if invested in interest bearing securities; that a large part of the value of said property is in the dwelling house thereon, which will deteriorate in value with time and ordinary wear and tera, unless your oratrix expends a considerable portion of all of the rental income received by her in therepair and upkeep of said building; that it would therefore be advantageous to your oratrix and all parties interested in said real estate under the aforesaid Fifth Item of the said will of the said Margaret Alice Carroll, to have said property sold and the proceeds thereof invested under the direction of this Court, so as to inure in like manner as by the original devise to the use of the said parties who would be entitled to the said real estate under said Fifth Item of said last will and Testament of the said Margaret Alice Carroll or as her heirs at law.

Fifth: That the said Margaret Alice Carroll left no husband surviving her and left no children or descendants, but left as her sole heirs at law the following brother and sister and children and grandchildren of deceased brothers and sisters, to wit:

(a) Your oratrix the said Ida Belle Waller, who is of full age, and resides in Queen Anne's County, in the state of Maryland, and who is a niece of the said Margaret Alice Carroll, being the only child and heir at law of Ida Belle Thompson, a sister of the said Margaret Alice Carroll who died intestate, on July 26, 1882.

(b) The defendants. William Laurence Beyer, a nephew and Margaret Alice Beyer and Mary Ethel Beyer, nieces of the said Margaret Alice Carroll, being the only children and heirs at law of Mary Alla Beyer, a sister of the said Margaret Alice Carroll, who died intestate on May 31, 1910, the said William Laurence Beyer, Margaret Alice Beyer and Mary Ethel Beyer all being of full age and resiging in the City of Atlanta, state of Georgia.

(c) A sister, Eiza J. Walstum, who has since died intestate, leaving surviving as her sole heirs at law, the defendant Clara Hennemann, who is of full age and resides in Baltimore City Maryland.

(d) The defendant, Ruth Mulligan, who is of full age and resides in Harford County state of Maryland and who is the only child and heir at law of Lula Harper, who departed this life, intestate on November 3, 1903, and who was the only child and heir at law of William Thomas Frederick, a brother of the said Margaret Alice Carroll, who died intestate on May 3, 1902.

(e) The defendants, Philip B. Frederick, F. LeRoy Frederick, and Mamie F. Colton all of whom are of full age and all reside in the City of Baltimore State of Maryland and who are the only children and heirs at law of Benjamin F. Frederick, a brother of the said Margaret Alice Carroll who died intestate on February 28, 1905.

(f) The defendants. Florence M. Carlisle, Mamie A. Bennett , Myrtle H. Link, Charles R. Frederick and Annie Carlisle Frederick, all of whom are of full age and reside in said City of Baltimore, and who are the only children and heirs at law of Adolphus L. Frederick a brother of the said Margaret Alice Carroll who died intestate on July 9, 1898.

(g) The defendants May Coram and Frank Harrison who are the only children and heirs at law of Lydia A. Harrison a sister of the said Margaret Alice Carroll who died intestate on June 7, 1907, the said May Coram is of full age and resides in Baltimore County the said Frank Harrison being of full age and whose last known residence was in the City of New Orleans in the state of Louisana, but whose present residence is unknown.

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(h) John N. Frederick, a brother of the said Margaret Alice Carroll who is of full age and resides in Harford County in the state of Maryland.

(i) The unknown heirs of Jacob L. Frederick a brother of the said Margaret Alice Carroll who died about the year 1906, and who is reported to have left surviving him a son, whose name and present whereabouts your oratrix has been unable to learn.

To the end therefore.

(1) That a decree may be passed for the sale of the aforesaid real estate to the end that the proceeds thereof may be invested so as to inure to the benefit of the parties having interests in said real estate under the aforesaid will of the said Margaret Alice Carroll or as her heirs at law.

(2) That your oratrix may havesuch other and further relief as her case may require.

May it please your Honor to grant unto your oratrix the writ of subpoena, directed to the said Carroll Clairveaux Waller adult, and the said William Kennedy Waller, infant, residing in Queen Anne's County, in said state of Maryland, and to Clara Henneman, an adult residing in Baltimore City, in the said state of Maryland, Ruth Mulligan and John N. Frederick, both adults, residing in Harford County in said State of Maryland, Philip B. Frederick F. Leroy Frederick, Mamie F. Colton, Florence M. Carlisle, Mamie A. Bennett, Myrtle H. Link, Charles R. Fredericj, Annie Carlisle Frederick and May Coram, all adults, and all residing in the said City of Baltimore, commanding them and each of them to be and appear in person or by solicitor, in this Court on or before some certain day to be named therein, to show cause, if any they have, why a decree ought not tobe passed as prayed also an order of Publication giving notice to the said William Laurence Beyer, Margaret Alice Beyer, and Mary Ethel Beyer all of whom are of full age and reside in the State of Georgia, and to the unknown heirs of Jacob L. Frederick, deceased and to Frank Harrison who isa non resident of the state of Maryland, and whose present residence is unknown, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Miles & Myers
Solicitors for Complainant.

Exhibit A referred to in the foregoing Bill is as follows:

Last will and Testament of Margaret Alice Carroll.

I, Margaret Alice Carroll formerly of Queen Anne's County in the state of Maryland but now residing in Somerset County in said state do make this my last will and testament in manner following that is to say:

After the payment of allmy just debts and funeral expenses, I give devise and bequeath my estate as follows:

(1) I give, devise and bequeath all of the property of every description which was devised unto me for life under the last will and testament of David Carroll late of Baltimore County deceased. with power to me to dispose of the same by will to any of the descendants of the said David Carroll in manner following:

To E. Clay Timanus of Baltimore City the sum of Five Thousand dollars ($5000.00) adsolutely. The balance of said property to M. Grace Carroll, Florence E. Chestnut , Dr. Albert H. Carroll Walter C. Carroll (children of Albert Carroll deceased) Gustavus B. Timanus, Lidie W. Harris, Nannie C. Norris, Charles S. Timanus, Sue B. Cook, Emma D. Schermerhorn, Fannie E. Timanus, E. Clay Timanus(children of Fannie A. Timanus) and Ethel Hood (daughter of Mrs Laura Shipley) each share and share alike in the event of the death of either of the above named grant-children of the late David Carroll then to such child or children of them their respective share to take per stirpes and not otherwise.

(2) I give and devise unto my niece Ida B. Waller wife of Clarence C. Waller all that lot or parcel of land improved by a dwelling situate on Falls Road in Baltimore City, stateof Maryland, which was conveyed unto me by Susan P. Belt and by Dr. William K. Carroll late of Baltimore County aforesaid the latter deed dated the twenty fifth day of April eighteen hundred and eighty four and recorded among the land records of Baltimore County in Liber W. M. I. No 141 folio 53 etc.

to her her heirs and assigns forever absolutely.

(3) I give and devise and bequeath unto my said Niece Ida B. Waller her heirs, personal representatives and assigns all of my property, which is mentioned in a deed of trust between William Kennedy Carroll party of the first part and James H. Smith and W. Frank Mitchell, parties of the second part dated the 31st day of December 1884, and recorded in the land records of Baltimore County aforesaid in Liber W. M. I. No. 143 folio 388 & etc except all that farm of tract of land situated in Queen Anne's County state aforesaid, containing 375 acres of land which is mentioned in said deed of trust and which said farm is hereinafter disposed of and mentioned.

(4) I give and bequeath unto William L. Beyer, Marguerite Beyer and Ethel Beyer, Children of William L. Beyer Sr., each the sum of one hundred dollars ($100.00) the same to be paid to them by my Executors hereinafter named and I further give and bequeath unto the said children of the said William L. Beyer any note or other indebtedness which he the said William L. Beyer Sr., may owe at the time of my death.

(5) All the rest and residue of my estate real and personal of every kind and wheresoever situated including in this devise all of that farm or tract of land situated in Queen Anne's County aforesaid mentioned and described in the deed of Trust aforesaid I give devise and bequeath unto my said niece Ida B. Waller for and during the full term of her natural life and no longer and from and after her decease then to all and every her then surviving child or children and the then surviving issue if her then deceased child or children if any to take among them, per stirpes and not per capita.

(6) I constitute and appoint my friends, Philemon B. Hopper of Queen Anne's County and E. Clay Tilanus of Baltimore City to be the executors of this my last will and testament hereby revoking all other wills by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this thirty first day of July nineteen hundred and fifteen.

Margaret Alice Carroll (SEAL).

Signed sealed published and declared by the above named testatrix as and for her last will and testament in the presence of us who at her request in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

Chas W. Wainwright

Samuel H. Sudler

Robt F. Duer

Somerset County to wit:

Then came Ida Belle Waller and in the presence of Almighty God selemnly promised and declared that the foregoing instrument of writing is the true and whole last will and testament of Margaret Alice Carroll late of Somerset County deceased that hath come to her hands or possession and that she doth not know of any other and that the same was found in a locked box of the deceased and in her possession at the time of her death.

Before Lafayette Ruark

Register of Wills for Somerset County.

Somerset County to wit: August 29, 1916.

Then came Charles W. Wainwright Samuel H. Sudler and Robert F. Duer the subscribing witnesses to the foregoing last will and Testament of Margaret Alice Carroll late of Somerset County deceased, and each in the presence of Almighty God solemnly promised and declared that they did see the Testator therein named sign and seal this will that they heard her publish pronounce and declare the same to be the last will and Testament That at the time of her so doing she was to the best of each of their apprehensions of sound mind memory and understanding capable of executing a valid deed or contract and that they subscribed their named as witnesses to this will in the presence and at the request of the Testator and in the presence of the subscribing witnesses thereto.

Before Lafayette Ruark.

Register of Wills for Somerset County

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State of Maryland Sct; In the Orphans' Court for Somerset County:

The Court having carefully examined the above last will and testament of Margaret Alice Carroll late of Somerset County deceased and also the evidence adduced as to its validity orders and decrees this 5th day of September 1916, that the same be admitted in this Court as the true and genuine last will and testament of the said Margaret Alice Carroll deceased.

John B. Vetra — Judges of the Orphans Court for Somerset County.

Z. H. Phoebus — Test: Lafayette Ruark
Reg W. S. Co.

Edw T. Evans

Filed for record Aug 29, 1916, and recorded in Liber T. D. No. 21 folio 481 & 482.

Test: Lafayette Ruark, Reg W. S. Co

State of Maryland, Somerset County SS:

I Hardy B. Cullen Register of Wills and by law Keeper of the seal of the Records and of the Original Papers of the Orphans' Court of Somerset County do hereby certify that the aforegoing is a true and full copy of the last will and testament of Margaret Alice Carroll late of said county dedeased taken from Liber T. D. No. 21 folios 481 and 482. the same being one of the records kept in the office of the Register of Wills for Somerset County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this ninth day of January in the year of our Lord nineteen hundred and twenty five.

Hardy B. Cullen,
Register of Wills for Somerset County.

And whereupon in pursuance of the prayer in the foregoing Bill and by order of Court here the following subpoenas were issued. to wit:

Maryland Somerset County to wit:

The state of Maryland To Carroll Claiveaux Waller of Queen Anne County, Greeting: Ypu are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril.

Whereas the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 15th day of January Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland, Somerset County to wit:

The stateof Maryland To Clara Hannamann of Baltimore County Greeting: You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County. Sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril. Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Dimini 1925.

Issued the 15th day of January Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

The state of Maryland To Ruth Mulligan and John N. Frederick or Harford County Greeting

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland, the 5th day of January Anno Domini 1925.

Iddued the 15th January Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit:

The state of Maryland To William Kennedy Waller infant of Baltimore City Greeting.

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited.

Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 15th day of January Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

The state of Maryland To Philip B. Frederick, F. LeRoy Frederick, Mamie R. Colton, Florence M. Carlisle of Baltimore City greeting:

You arehereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Iddued the 15th day of January Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit:

The state of Maryland To Mamie A. Bennett, Myrtle H. Link, Charles R. Frederick, Annie Carlisle, Frederick, May Coram of Baltimore City Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in February next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorble John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 15th day of January Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said First Monday in February 1925 and the day of the return of the above recited writs came again into Court here the said complainant by his solicitor and the Sheriff to whom the respective writs aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following:

To the First of said Writs: Non Est T. Frank Stewart, Sheriff.

to the Second of said writs: Non est Caleb C. Burton, Sheriff

to the Third of said Writs: Non est I. W. Thompson, Sheriff

to the Fourth of said Writs: Non est John E. Potee, Sheriff.

to the Fifth of said Writs: Summoned Omnes and a copy of the process left with eadh defendant. John E. Potee, Sheriff.

to the Sixth of said Writs: Summoned Mamie A. Bennett, Myrtle H. Fink, Charles R. Frederick and Annie Carlisle Frederick, and a copy of the process left with each defendant. Non est as to May Coram. John E. Potee, Sheriff.

Maryland, Somerset County to wit:

The State of Maryland To. Carroll Clairveaux Waller of Queen Anne County Greeting:

You are hereby commaned that allexeuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 4th day of February Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

The state of Maryland To May Coram William Kennedy Waller of Baltimore City greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ida Waller against you and others in the said Court exhibited Hereof fail not at your peril.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

The State of Maryland To Mrs. May Coram of Baltimore County, greeting you are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Citcuit of Maryland the 5th day of January Anno Domini 1925

Issued the 5th day of February Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

The state of Maryland To Ruth Mulligan John N. Frederick of Harford County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of against you and others in the said Court exhibited. Hereof Fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Idsued the 5th day of February Anno Domini 1925.

Per order W Jerome Sterling, Clerk.

Maryland Somerset County to wit

The state of Maryland To Clara Hennemann of Baltimore City, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of against you and others in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 5th day of January Anno Domini 1925.

Issued the 7th day of February Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said First Monday in March the day of the return of the above recited writs, came again into Court here the said complainant by her solicitor and the Sheriff of the respective counties to whom the said writ was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following.

To the First of said writs: Summoned by reading the within notice to Carroll Waller and copy left with him this 19th day of February 1925.

T. Frank Seward, Sheriff of Queen Anne County.

To the Second of said Writs:

Summoned by reading summons to William Kennedy Waller infant and a copy of the process left with said infant also copy of the process left with Clarence C. Waller father of infant named in writ. Non est as to May Coram John E. Potee, Sheriff.

To the Third of said writs: Non Est Caleb C. Burton Sheriff.

To the Fourth of said writs: Non est J. W. Thompson, Sheriff.

To the Fifth of said writs: Summoned Cora Henneman named in writ Clara Henneman and a copy left with the defendants.

John E. Potee, Sheriff.

Maryland Somerset County to wit

The state of Maryland To May Coram of Baltimore County Greeting

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of Ida Belle Waller against you and others in the said Court exhibited. Hereof fail not at your peril. Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 1 3th day of March Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in April the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore County to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

Non est Caleb C. Burton Sheriff.

Maryland Somerset County to wit:

The state of Maryland To May Coram of Baltimore County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in May next to anser the complaint of Ida Belle Waller against you and others in the said Court exhibited.

Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 11th day of April Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in May the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Baltimore County to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following to wit:

Non Est Caleb C. Burton, Sheriff.

And thereafter on the 28th day of April 1925 the following petition for Order of Publication was filed.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of the said Court:

The petition of Ida Belle Waller plaintiff in the above case respectfully shows:

That the defendants Ruth Mulligan and John N. Frederick who are alleged in the Bill of complaint in the above cause to reside in Harford County stateof Maryland and May Coram who is alleged in said bill to reside in Baltimore County have each been twice returned "Non Est" by the Sheriffs of said respective counties and upon two successive subpoenas issued for the said defendants and direcred to the Sheriffs of said Harford County and Baltimore County respectively and your Oratrix is advised that these defendants have left the state of Maryland.

Your petitioner therefore prays your Honor to grant unto her an order of publication giving notice to the said Ruth Mulligan, John N, Frederick and May Coram all adults, who have been returned "Non Est" upon two successive subpoenas, issued against them of the object and substance of the Bill of Complaint filed in the abovecause and warning them to appear in this Court in person or by solicitor on or before some certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed in said bill of complaint.

And as in duty bound etc. Miles & Myers, Solicitors for Petitioner.

And thereupon in pursuance of the prayer in the foregoing petition and by order of Court here the following subpoena was issued. to wit:

Ida Belle Waller	)	
Vs.	)	
Carroll Clairveaux Waller, William Kennedy Waller	)	
William Laurence Beyer, Narguerite Alice Beyer,	)	No. Chancery
Mary Ethel Beyer, Clara Hennemann, Ruth Mulligan	)	In the Circuit Court
Philip B. Frederick, F. Le Roy Frederick, Mamie F.	)	For Somerset County
Colton, Florence M. Carlisle, Mamie A. Bennett,	)	Maryland.
Myrtle H. Link, Charles R. Frederick, Annie	)	
Carlisle Frederick, May Coram, Frank Harrison, John	)	
N. Frederick, and the unknown heirs of Jacob L.	)	
Frederick.	)	

The object of this suit is to procure a decree for the sale of certain real estate situated in the Town of Princess Anne. Maryland, of which Margaret Alice Carroll died seized.

The bill states that the said Margaret Alice Carroll died in the month of August 1916, leaving a will duly probated in the Orphans' Court of said county by and under the fifth item of which there was devised to the plaintiff, all the rest and residue of the real and personal estate of the said Margaret Alice Carroll for and during the period of her natural life and no longer, and upon and after the death of the plaintiff, then to all and every her then surviving child or children and the then surviving issue of said plaintiff's then deceased child or children, if any, to take among them per stirpes and not per capita, that the defendants, Carroll Clairveaux Waller and William Kennedy Waller are the only children and descendants of the plaintiff; that included in the residue of theestate of the said Margaret Alice Carroll, devised to the plaintiff for the period of her natural life, as aforesaid, with remainder aforesaid, is a lot of land improved by a dwelling house, located on the corner of Beckford Avenue and William Street in the town of Princess Anne. having a front of 160 feet on Beckford Avenue, bounded on the north by William Street, on the east by Church Street, on the south by the land of Frank Lano and on the west by Beckford Avenue, which

was conveyed to the said Margaret Alice Carroll in her lifetime by two deeds from the said Frank Lano and wife that the said real estate is not occupied by the plaintiff but has been demised by her at such rental as she is aboe to obtain and that the income received from such fent after the payment of taxes, insurance and necessary repairs is inconsiderable and much less than could be realized from the proceeds of the sale of said property if invested in interest bearing securities that a large part of the value of said property is in the dwelling house thereon which will deteriorate in value with time and ordinary wear and tear; that it would be advantageous to the plaintiff and to all parties interested in said estate under the saidnwill of the said Margaret Alice Carroll to have said property sold and the proceeds thereof invested under the direction of the Court, so as to ihure in like manner as by the original devise, to the use of the said parties who would be entitled to the said real estate under the said will of the said Margaret Alice Carroll or as her heirs at law; that the said Margaret Alice Carroll left no husband surviving her and no children or descendants but left as her sole heirs at law the following brother and sister and children and grand children of deceased brothers and sisters: (a) The plaintiff. Ida Belle Waller a niece (b) William Laurence Beyer, a nephew and Margaret Beyer and Mary Ethel Beyer, nieces. (c) Eliza L. Walstrum, a sister who has died intestate since the death of the said Margaret Alice Carroll leaving surviving her as her sole heirs at law, a daughter, Clara Hannemann (d) The defendant Ruth Mulligan a miece (e) Philip B. Frederick and F. Leroy Frederick , nephews and Mamie Colton a niece (f) Florence W. Carlisle, Mamie A. Pennett Myrtle H. Link and Annie Carlisle Frederick, nieces and Charles R. Frederick a nephew (g) May Coram, a niece and Frank Harrison a nephew (h) John N. Frederick a brother, (i) The unknown heirs of Jacob L. Frederick who died in the year 1906, and whose heirs if any are unknown.

That all of the heirs at law of the said Margaret are of full age and all reside in the state of Maryland wxcept William Lawrence Beyer , Margaret Alice Beyer and Mary Ethel Beyer, who reside in the state of Georgia, Frank Harrison who when last heard from was residing in the state of Louisana and and the unknown heirs of Jacob L. Frederick whose residence are unknown; that the said John N. Frederick and Ruth Mulligan alleged to reside in Harford County and the said May Coram alleged to reside in Baltimore County have each been twice returned "Non Est" on successive subpoenas for them directed to the respective sheriffs of said county.

It is thereupon this 1st day of May 1925, ordered by the Circuit Court for Somerset County in Equity that the plaintiff by causing a copy of this order to be inserted in some weekly newspaper published in said Somerset County once in each of four successive weeks before the 5th day of June 1925, give notice to the said non resident defendants, William Laurence Beyer, Marguerite Alice Beyer, Mary Ethel Beyer and Frank Harrison and the unknown heirs of Jacob L. Frederick, and to John N. Frederick, Ruth Mulligan and May Coram, who have each been twice returned"Non est" of the object and substance of this bill, warning them to be and appear in this Court in person or by solicitor on or before the 23rd day of June 1925, to show cause if any they have why a decree ought not to be passed as prayed.

Robt F. Duer, Judge.

And thereafter on the 29th May 1926 the following petition of Ida Watson and order of Court was filed.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of said Court:

The petition of Ida Watson respectfully represents:

That your said petitioner is a daughter of Eliza J Walstrum who died intestate on the twenty first of March, nineteen hundred and twenty three leaving suvviving as her sole heirs at law two daughters namely your petitioner, Ida Watson and Cora B. Hannemann both of whom are of full age

and reside in Baltimore City, that the said Eliza J. Walstrum was a sister of Margaret Alice Carroll now deceased and your petitioner is therefore one of the heirs at law of the said Margaret Alice Carroll mentioned in the bill of complaint in the above cause and is therefore a proper party defendant to the above entitled cause.

Your petitioner therefore prays your Honor to pass an order permitting your petitioner to appear as a defendant in the above suit and answer the bill of complaint therein exhibited.

Ida B. Watson Petitioner.

To the Honorable the Judge of said Court:

Ida Belle Waller plaintiff in the above cause by Miles & Myers and F. Howard Smith her solicitors admits the matters and facts in the aforegoing petition set forth and consents that the said Ida Watson be made a party defendant to the above cause and be granted leave to answer the bill of complaint therein exhibited, against the heirs at law and devisees of the said Margaret Alice Carroll.

F. Howard Smith

Miles & Myers
Attorneys for Plaintiff.

Ordered upon the aforegoing petition and answer by the Circuit Court for Somerset County this 29th day of May nineteen hundred and twenty six that the said Ida Watson be and she is hereby made a party defendant to the above wuit and leave be and the same is hereby granted her to answer the bill of complaint on or before the 5th day of June nineteen hundred and twenty six.

Robt F. Duer, Judge.

Answer of Ida Belle Waller filed May 29, 1926.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County,
		Maryland.

To the Honorable the Judge of the said Court.

The answer of Ida Watson, defendant to the above cause, under leave of Court heretofore had respectfully shows:

That this defendant admits the matters and facts set forth in the bill of complaint filed in the above cause by the said Ida Belle Waller against Carroll Clairveaux Waller and others heirs and devisees of Margaret Alice Carroll, deceased, and consents to the passing of such decree in the premises as to this honorable Court may seem right and proper.

Ida B. Watson, Defendant.

And thereupon on the 31st July 1925 the complainant by his solicitor aforesaid filed in Court a petition in the words following to wit:

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Corcuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		Maryland.

To the Honorable the Judge of said Court:

The petition of Ida Belle Waller, plaintiff in the above suit respectfully shows:

That the defendant William Kennedy has been duly summoned to appear to the bill of complaint in the above cause, but being an infant he cannot answer and defend this suit for himself.

This petitioner therefore prays your Honor to appoint a guardian ad litem to appear and snswer for said infant

And as in duty bound.

Miles & Myers, Solicitors for Petitioner.

State of Maryland, Somerset County to wit:

I hereby certify that on this 29th day of July nineteen hundred and twenty five before me the subscriber the Clerk of the Circuit Court for Somerset County aforesaid , personallybappeared George H. Myers, one of the above solicitors, and made oath in due form of law that the matters and things contained in the above petition are true as therein stated, to the best of

knowledge and belief. In testimony whereof I have hereunto set my hand and affixed the seal of said Court this the day and year last above written.

W. Jerome Sterling, Clerk.

Ordered by the Circuit Court for Somerset County in Equity this 30th day of July nineteen hundred and twenty five upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed guradian ad litem to appear and answer for William Kennedy Waller, infant defendant in the above cause. Joseph L. Bailey Judge.

And thereafter on the 31st day of July 1926 the following answer of Guardian ad litem was filed.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		Maryland.

The answer of William Kennedy Waller infant by James R. Stewart guardian ad litem duly appointed by an order of this Honorable Court to the bill of complaint of Ida Belle Waller against him and others in the above cause exhibited.

This defendant being an infant cannot admit any of the matters and things in said bill alleged and submits his right thereunder to the protection of this Court.

And as in duty bound. James R. Stewart, Guardian ad litem.

And therafter on the 31st July 1926 the following Decree Pro confesso was filed.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		Maryland.

It appearing from the proceedings in this cause that the defendants Carroll Clairveaux Waller, Philip B. Frederick, F. LeRoy Frederick, Mammie F. Colton Florence M. Carlisle, Mamie A. Bennett Myrtle H Link, Charles R. Frederick, Annie Carlisle Frederick and Clara or Cora Hennemann, have been duly summoned to appear to the bill of complaint and having failed to appear thereto and answer said bill.

It is thereupon this 30th day of July nineteen hundred and twenty five by the Circuit Court for Somerset County in Equity adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against the said defendants and each of them and it is further ordered that depositions be taken before one of the standing examiners in this Court to support the allegations of the bill.

Joseph L. Bailey, Judge.

And thereafter on the31st July 1925 the following answer was filed by Guardian Ad Litem.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		Maryland.

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the Somerset News a newspaper published in said Somerset County as perscribed by the terms of said order and the defendants, William Laurence Beyer Marguerite Alice Beyer, Mary Ethel Beyer, Frank Harrington, John N. Frederick, Ruth Mulligan, May Coram and the unknown heirs of Jacob L. Frederick, having failed to appear, either in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 30th day of July nineteen hundredand twenty five by the Circuit Court for Somerset County in Equity adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants, and it is further ordered that depositions be taken before one of the standing examiners of this Court to support the allegations of the bill. Joseph L. Bailey, Judge.

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And thereafter to wit on the 25th February 1926 the Plaintiff by her solicitor aforesaid filed in Court here the following Petition for commission to take testimony and order of Court thereon.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court for
Carroll Clairveaux Waller et al.	)	Somerset County
		Maryland.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Ida Belle Waller, plaintiff in the above case respectfully represents:

That she desires to take testimony of witnesses in the City of Baltimore, whose attendance in Somerset Countyacnnot be procured except at great cost and onconvenience to said witnesses and prays that a commission may issue directed to F. Howard Smith and Susan J. Foard commissioners to take the testimony of said witnesses.

And as in duty bound. Miles & Myers, Solicitors for Plaintiff.

Ordered this 24th day of February nineteen hundred and twenty six upon the aforegoing petition that a commission to take testimony directed to F. Howard Smith and Susan J. Foard issue as prayed in the aforegoing petition.

Robt F. Duer.

And afterwards to wit on the 29th day of May 1926 the following Commission to take testimony was issued.

State of Maryland, Somerset County to wit:

The state of Maryland To F. Howard Smith and Susan J. Fordgreeting:

Be it known that you are appointed Commissioner to Examine witnesses in a cause depending in the Circuit Court for Somerset County sitting as a Court of Chancery wherein, Ida Belle Waller is complainant and Carroll Clairveaux Waller and others are respondents the same being No. 3769 Chancery in said Court: Therefore you are requested having first taken the oath hereto annexed and having also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to some before you all such witnesses as shall be named or produced to you by either the complainants or respondents and that you examine them or their sorporal oaths, to be by you administered on in the presence of Almighty God, touching their knowledge or remembrance of anything that may relate to the cause aforesaid and that you cause notice to be given to the parties aforesaid or their attorneys 5 days before you proceed to execute the same; and having reduced the depositions of the said witnesses so taken by you into writing send the same with this Commission closed under your hand and seal to the said Court with all convenient speed.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 4th day of January 1926.

Issued the 26th day of February 1926.

Per order W. Jerome Sterling, Clerk.

Commissioners Oath.

You Susan J. Foard in the presence of Almighty God do solemnly promise and declare that you shall, according to the best of your skill and knowledge, truly faithfully and without partiality to any or either of the parties take the examination of all and every witness or witnesses produced and examined by virtue of the Commission hereto annexed upon the interrogatories now, or which may hereafter before the same Commission is closed be produced to and left with you by either of the said parties. The above oath was administered by me to the within named Commissioner on the 17th day of May 1926. F. Howard Smith.

Commissioner's Oath.

You, F. Howard Smith in the presence of Almighty God, do solemnly promise and declare that you shall, according to the best of your skill and knowledge, truly ,faithfully and without partiality to any of either of the parties, take the examination of all andevery witness or witnesses pro-

produced and examined by virtue of the Commission hereto annexed, upon the interrogatories now, or which may hereafter before the same Commission is closed be produced to and left with you by either of the said parties. The above oath was administered by me to the within named Commissioner on the 17th day of May, 1926.

Susan J. Foard.

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
	)	Maryland.

At the execution of the annexed commission, we, F. Howard Smith, and Susan J. Foard, the commissioners named therein having first duly taken the oath thereto annexed, met on the 17th day of May, 1926, at 3.00 O'clock P. M. at the office of F. Howard Smith, 15 East Saratoga Street, Baltimore, Maryland, pursuant to notice and then and there, proceeded to take the following depositions. that is to say:

Cora V. Hennemann, a witness of lawful age, produced on behalf of the plaintiff, being by us first sworn in due form of law, deposeth and sayeth as follows:

1st Question. State your residence and occupation.

Answer 1942 West Lanvale Street. Baltimore, Maryland No. occupation.

2nd Question. Do you know the parties to this suit or any of them.

Answer. I know many of them and know about all of them.

3rdQuestion. Did you know Mrs. Margaret Alice Carroll and if so, is she living or dead, and if dead, when did she die.

Answer, Yes she was my aunt. She died in August 1915.

4th Question. Do you know who was Mrs. Margaret Alice Carroll's father and mother, and if so, state their namea and whether they are living or dead.

Answer Yes I do. Her father was Jacob Frederick and his wife, Mrs. Carroll's mother was Sarah Frederick. Both of them are dead. Jacob died in 1897 and Sarah in 1893.

5th Question. Do you know how many children were born of the marriage of Jacob and Sarah, and if so state their names, whether they are living or dead, if living, their place of residence and if dead, the dates of their deaths.

Answer. There were ten children born of this marriage, namely; Mary Ella Beyer, Eliza J. Walstrum Ida Belle Thompson, Margaret Alice Carroll, Lydia Frederick Smith, formerly Lydia Frederick Harrison, William Thomas Frederick, Jacob L. Frederick, John N. Frederick, Benjamin F. Frederick and Adolphus L. Frederick. All are dead with the exception of John N. Frederick, who is alive, of full legal age and resides in Harford County, Maryland.

Mary Ella Beyer, a sister of Margaret Alice Carroll. died intestate on May 31, 1910, Eliza J. Walstrum my mother died intestate March 21, 1923, Ida Belle Thompson died July 26, 1882 intestate. Lydia Frederick Smith died intestate June 7, 1907, She was married twice the name of her former husband was Robert Harrison, who died June 5, 1880, William Thomas Frederick died intestate on May 3, 1902, Jacob L.Frederick another brother, has been dead a number of years, the exact date of his death I cannot state. Benjamin F. Frederick, another brother died intestate on February 28, 1905, and Adolphus L. Frederick, another brother died intestate on July 9, 1898.

6th Question Do you or not know if Mrs Margaret Alice Carroll left a jusband children or descendants of children surviving her.

Answer Her husband died before she did and she left no children or descendants of children.

7th Question You have testified that Mary Ella Beyer died intestate on May 31, 1910, Can you or not state whether he left any children or descendants of children surviving her and if yea statetheir names, whether they are now living and their addresses, and also if they are of full age.

Answer She left three children a son, William Laurence Beyer, and two daughters, Marguerite Alice Beyer, and Mary Ethel Beyer, all of whom are now alive, and of full age, and reside in the City

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of Atlanta in the state of Georgia.

8th Question Is the Margaret Alice Beyer named in the bill of Complaint, the same as Marguerite Alice Beyer, a daughter of Mary Ella Beyer.

Answer Yes.

9th Question What children or descendants of children, if any did Mrs Eliza J. Walstrum leave surviving her, Give their names and addresses and state whether they are of full legal age.

Answer, Mrs. Walstrum was my mother and she left surviving her myself, my correct name being Cora V. Hennemann and not Clara Hennemann as named in the Bill of Complaint. I now reside inBaltimore City Maryland, and am of full legal age. I have also one sister living, whose name is Ida B. Watson. She is of full legal age and resides in Lansdowne. Baltimore County, Maryland.

10th Question State whether William Thomas Frederick left surviving him any children or descendants of children and if yea, give their names and addresses and state whether they are of full legal age.

Answer. He left surviving him one daughter, Lula Harper who also died intestate on November 3, 1923 leaving surviving her one daughter whose name is Ruth Mulligan She is of full legal age and resides in Harford County, Maryland.

11th Question State whether Benjamin F. Frederick Left surviving him any child, children, or descendants of child or children, and if yea, state their names and addresses, and whether or not they are of full legal age.

Answer. He left surviving him three children, the defendants Philip B. Frederick, F. LeRoy Frederick and Mamie F. Colton They are all alive, of full legal age and reside in Baltimore City and the State of Maryland.

12th Question. State whether Adolphus L. Frederick left surviving him any child or children or descendants of Child or children and if yea, give their names and addresses and state whether they are of full legal age.

Answer. He left five children. the defendants Florence M. Carlisle, Mamie A. Bennett, Myrtle M. Link Charles R. Frederick and Annie Carlisle Frederick, all of whom are of full legal age, and reside in Baltimore City and the State of Maryland.

13th Question. State whether Lydia Frederick Smith left surviving her any child or children, or descendants of any child or children, and if yea, give their names and addresses and state whether they are of full legal age.

Answer Mrs. Smith was married twice. Her first husband was Robert Harrison/ There were two children both of the marriage to Mr. Harrison the defendant May Coram, who is of full legal age and resides in the City of Baltimore, and Frank Harrison who is named as a defendant in this Bill but who died in New Orleans about five or six years ago never having married.

14th Question. You stated that John N. Frederick, a brother of Mrs. Carroll was still alive and resides in Harford County and the state of Maryland, Is that correct and is he of full legal age.

Answer That is correct and he is of full lagal age.

15th Question State whether or not Jacob L. Frederick a brother of Mrs. Carroll whom you state has been dead a number of years, left surviving him any child or children or descendants, and if yea, give their names and addresses, and state whether or not they are of full legal age.

Answer He is reported to have left a son, Of his name his present whereabouts I have no information.

16th Question State whether Ida Belle Thompson a sister of Mrs. Carroll left surviving her any shild, children or descendants of child or children, and if yea, give their names and addresses, and state whether they are of full legal age.

Answer. Mrs Thompson left one child surviving her Ida Belle Thompson who has married with C. Clairveaux Waller both of thom are now alive and of full legal age. Mrs Waller now resides in Queens Anne County Maryland.

17th Question. Is Mrs. Waller the plaintiff in this case.

Answer Yes.

18th Question Are all of the heirs at law of Mrs. Margaret Alice Carroll named as parties plaintiff or defendant in this case, or are there any other heirs at law not mentioned.

Answer I have named all of the heirs at law of Mrs. Carroll and they are all parties to this suit with the exception of my sister Mrs. Ida Watson.

19th Question Have you any knowledge of the property mentioned in this suit.

Answer. I only know that Aunt Alice owned a piece of property in Somerset County.

Cross examination waived.

Do you know or can you state any other matter or fact which may be of interest to the subject matter of this suit or the parties thereto, or any of them, and if so, state the same.

Answer. No. Mrs. Cora V. Hennemann

Test: T.Howard Smith

Susan J. Foard.
Commissioners.

Clarence Clairveaux Waller, a witness of lawful age, produced on behalf of the plaintiff, being by us first sworn in due form of law, deposeth and sayeth as follows:

1st Question, State your residence and occupation.

Answer. Queenstown,Maryland, Claim agent for the Pennsylvania Railroad.

2nd. Question Do you know the parties to this suit.

Answer Some of them.

3rd Question Dis you know Mrs. Margaret Alice Carroll. State whether she is living or dead, and if dead, where did she reside at the time of her death, and whether or not she died intestate or intestate.

Answer. I knew her. She died August 25, 1915, At the time of her death she resided with me at Princess Anne, Somerst County,Maryland She died intestate.

4th Question. Do you know Ida Belle Waller the plaintiff in this suit.

Answer I do she is my wife.

5th Question State if she is of full legal age, where does she reside, and have you any children living and if yea, give their named, agesand place of residence.

Answer. She is of full legal age and resides in Queens Anne County, Maryland. We have two childrenCarroll Claiveauz Waller aged twenty two years, residing at Queenston Maryland, and William Kennedy Waller, aged twenty years, also residing at Queenstown Maryland.

6th Question Are there any children or descendants of any deceased child or children.

Answer We have no deceased children.

7th Question Mr. Waller do you know the property situate in Princess Anne in Somerset County, Maryland at the corner of Bickford Avenue and William Street and if yea, give the dimensions of the lot the improvements thereon and whether or not it is now occupied.

Answer This property was owned by Mrs. Margaret Alice Carroll in fee simple at the time of her death, and was a part of the rest and residue of her estate and if the same property mentioned in these proceedings. I know this property very well, as a matter of fact, Mrs. Carroll and my family lived in this property up to the time of her death and we resided there for some years after her death. The lot has a front of one hundred and sixty feet on Bickford Avenue and a depth of two hundred and ten feet. I have read the Bill of Complaint and think it is correctly described therein and that the title references mentioned are likewise correct. The improvements consist of a frame, slate roof bungalow, containing thirteen rooms, and the rear portion of the lot is improved by a frame, one story garage, which was built by Mrs. Waller out of her own personal funds after the death of Mrs. Carroll at a cost of Two Hundred and fifty dollars The lot is also improved by sidewalks, shrubbery and hedges/

8th Question What is the condition of this property as to repair at the present time.

Answer The property at this time is badly in need of paint. The walls require papering the water system because of a freeze during the last winter, require considerable work.

9th Question Is the property now rented.

Answer Yes I has been rented since the first of March 1925, for $25.00 per month.

10th Question What do the taxes expenses for repairs, insurance etc., amount to annually on this property.

Answer Exclusive of painting approximately $175.00 per year.

11th Question If this property were put in first class condition in your judgment should the rental be increased.

Answer It could not.

12th Question In other words, that is the maixmum of its rental value in Princess Anne.

Answer It is.

13th Question If this property was sold could the net proceeds be invested in some other class of security which would bring in a greater annual return.

Answer They undoubtedly could.

14th Question Do the character of the improvements on this lot require a greater expenditure to keep in good repair than ifthe same were of more solid construction, namely brick or masonry.

Answer Yes The building is of frame sonstruction and requires constant attention, and the ordinary wear and tear is much greater.

15th Question Mr. Waller do you think it would be to the benefit and advantage of Mrs. Waller and all the parties interested in this real estate that the property be sold and the proceeds thereof invested, under the direction of the Court 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 said real estate under the will of Margaret Alice Carroll, or as her heirs at law?

Answer I do, because this property is depreciating in value each year.

16th Question. Did you hear Mrs. Cora V. Hennemann give her testimony in this case with reference to the pedigree of the heirs at law of Mrs. Margaret Alice Carroll.

Answer Yes.

17th Question Did you or not have occasion to make an independent investigation of this pedigree and if yea to what extent did it go.

Answer Idid. I interviewed Mrs. Hannemann, natably as to her branch of the family I of course, know Mrs. Waller's and I made several investigations of various others named by Mrs. Hennemann, Notably the family of William Thomas Frederick and the family of Adolphus L. Frederick, I also know the Beyer family personally. The testimony of Mrs. Hennemann so far as those named by me are concerned, is correct, and in checking over the information obtained by me her testimony tallies in detail with the information I have been able to obtain.

18th Question. Are all of the parties having any interest in the property mentioned in these proceedings either under the will of Margaret Alice Carroll or as her heirs at law, made parties to this suit.

Answer All with the exception of Mrs. Ida Watson.

Cross examination waived.

General Question. Do you know, or can you state, any other matter or fact which may be of interest to the subject matter of this suit or the parties thereto or any of them, and if so, state the same.

Answer. No/ Clarence Clairveaux Waller.

Test: T. Howard Smith

Susan J. Foard
Commissioners.

No other witnesses being named or produced to us, we then closed said commission, and now return it closed under our hands and seals on this 25th day of May 1926, at Baltimore City in the state of Maryland.

T. Howard Smith (SEAL)

Susan J. Foard (SEAL).
Commissioners.

And thereafter to wit on the 30th June 1926 the Circuit Court here passed the following decree in the premises to wit:

Ida Belle Waller

Ida Belle Waller	)	In the Circuit Court
Vs.	)	For Somerset County
Carroll Clairveaux Waller et al.	)	Maryland
		No. 3769 Chancery/

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 30th day of June in the year 1926, by the Circuit Court for Somerset County Maryland adjudged ordered and decreed that the property in the proceedings mentioned be sold and George H. Myers be and he is hereby appointed trustee to make 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 corporate bond to the State of Maryland, executed by him and surety or sureties to be approved by this Court or by the Clerk thereof in the penalty of Six 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 of 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 said County as he shall think proper of the time, place, manner and terms of sale. which shall be one third cash on day of sale and the balance, in two equal annual installments from said date or all cash at the option of the purchaser, the credit portions, if any, to bear interest from day of sale and to be secured by the bond of the purchaser, with surety to the satisfaction of the said trustee, and soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular report 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 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 or assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, 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 the Court, after deducting 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.

Robt F. Duer,

And whereupon the said George H. Myers trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, George H. Myers of Somerset County, State of Maryland as principal and Hartford Accident and Indemnity Company, a body corporate under the laws of the State of Connecticut as surety are held and firmly bound unto the state of Maryland in the full and just sum of Six Thousand dollars ($6000.00) 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 and administrators jointly and severally, firmly by these presents; sealed with out seals and dated this thirtieth day of June, nineteen hundred and twenty six.

Whereas the above bounden, George H. Myers by virtue of a decree of the Circuit Court for Somerset County state of Maryland, in Equity, has been appointed trustee to sell the property mentioned in the proceedings in the suit of Ida Belle Waller Vs. Carroll Clairveaux Waller et al., now pending in said Court, the same being No. 3769 on the Chancery Docket thereof.

Now the condition of the obligation is such, that if the above bounden George H. Myers, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further 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.

Witness: Eunice Pilchard.

George H. Myers (SEAL)
HARTFORD ACCIDENT AND INDEMNITY COMPANY.
By Geo. H. Myers, Attorney in Fact.

Which said bond was thus thereon endorsed.

Approved. W. Jerome Sterling, Clerk.

And thereafter to wit: on the 3rd August 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County.
		In Equity.

To the Honorable the Judge of the Circuit Court for Somerset County in Equity:

The report of George H. Myers Trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows, that after giving bond with security for the faithful discharge of the trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the Somerset News a paper published in said Somerset County once a week for three successive weeks before the day of sale he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland on the third day of August in the year nineteen hundred and twenty six at about two O'clock P. M. and then and there did proceed to sell said property. That is to say your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows:

First: All that lot of land located in the town of Princess Anne in said county bounded on the North by William Street, on the west by Beckford Avenue and on the east by Church Street having a frontage of ninety feet on Beckford Avenue and Church Street, respectively and a depth along said William Street, of two hundred and ten feet, and being the same and all of the land that was conveyed to Margaret Alice Carroll deceased, by deed from Frank Lano and wife dated June 23, 1915, and recorded among the land records of said Somerset County in Liber W.J.S. NO. 68 folio 369.

Second: All that lot of unimproved land adjoining the aforedescribed parcel having a frontage on said Beckford Avenue, of seventy feet and extending back to Church Street a distance of two hundred and ten feet, which was conveyed to the said Margaret Alice Carroll by deed from Frank Lano and wife, dated August 11, 1915, and recorded as aforesaid in Liber W.J.S. No. 68 folio 478.

And sold the same to B. Louis Lankford of the City of Washington District of Columbia, he being then and there the highest bidder therefor, at the sum of Six thousand nine hundred and fifty dollars, and said purchaser has complied with the terms of sale, by paying one third thereof in cash balance to be paid in cash on or before ratification of said sale.

Respectfully Submitted.

Geo. H. Myers, Trustee.

State of Maryland, Somerset County Sct:

On this 3rd day of August nineteen hundred and twenty six personally appeared before me Clerk of the Circuit Court in and for said County George H. Myers Trustee named in the above report of sale and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order:

Ida Belle Waller	)	No. 3769 Chancery
Vs.	)	In the Circuit Court
Carroll Clairveaux Waller et al.	)	For Somerset County
		In Equity.

Ordered that the sale of property mentioned in these proceedings made and reported by George H. Myers trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the third day of September 1926, Provided a copy of this order be inserted in some weekly newspaper published in said Somerset County once in each of three successive weeks before the third day of September 1926.

The report states the amount of sales to be $6500.00.

W. Jerome Sterling, Clerk.

And now at this day on the 4th day of September 1926 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid, the Court here passed the following order to wit:

Ida Belle Waller	)	In the Circuit Court
Vs.	)	In Equity
Carroll Clairveaux Waller et al.	)	For Somerset County
		No. 3769 Chancery.

Ordered by the Court this 4th day of September 1926, 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 allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Robt F. Duer,

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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Clarence P. Lankford Ex Parte	)	Be it remembered that heretofore to wit
trust created by mortgage from John T. Sterling	)	on the 9th July 1926 a certain George F.
to John T. Taylor Jr., etc.	)	Price of Somerset County and state of Maryland,
	)	by Clarence P. Lankford his solicitor
		exhibited and filed in the Circuit Court
		here a certain mortgage executed and delivered

to John T Taylor and assigned to the said George F. Price by a certain John T. Sterling of said County and state which said mortgage is in the words following to wit:

"""""""""""""""""""

THIS MORTGAGE, made this 24th day of March in the year nineteen hundred and fourteen by John T. Sterling of Somerset County and state of Maryland:

Whereas the said John T. Sterling is justly and bona fide indebted unto John Thomas Taylor Jr., of the said county and state, in the full and just sum of seven Hundred dollars ($700.00) and have given therefor their bill obligatory of even date herewith for said principal sum payable to the said John Thomas Taylor Jr., his personal representatives and assigns two years after date with interest payable annually from date to better secure the payment of which said sum and interest when and as the same shall become due and payable these presents are executed.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar the said John T. Sterling does grant and convey unto the said John Thomas Taylor Jr., his heirs and assigns all that farm tract or parcel of land situate in Lawsons Election District in

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said Somerset County, and lying and binding on both sides of the public road leading from "Walnut Tree Corner to Cash Corner called the "New Road" and adjoining the land owned or recently owned by Julius Tull, George T. Hickman, John Betts and the land known as The John J. Bell Place" and containing forty nine (49) acres more or less, and being the same land and premises which were conveyed to the said John T. Sterling by Mary A. Sterling, by deed dated March 5th 1912, and recorded among the land records of said Somerset County in Liber S.F.D. No. 59 folios 394 et seq., to which said deed and all the references therein contained special reference is hereby made as part hereof for a more full and particular description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime , all taxes andassessments, public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments, public dues, charges , mortgage debt and interest aforesaid the said John T. Sterling does hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal representatives or assigns or Joshua W. Miles or George H. Myers their Attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns, and which sale shall be made in the manner following, viz: Upon giving twenty days' notice of the time, place manner and terms of sale by advertisement in some newspaper printed in said Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable attorney's fee and acommission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland, secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagors, or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commissions hereinbefore mentioned as to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least seven hundred

($700.00) 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 personal representatives and assign to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgageemand to deposit the policy or policies as aforesaid the said mortgagee hereby authorized to insure and keep insured the said improvements and whatsoever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Samuel H. Sudler. John T. Sterling (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 24th day of March in the year nineteen hundred and fourteen before me the subscriber a Notary Public of the state of Maryland, in and for Somerset County aforesaid, personally appeared JohnnT. Sterling the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me John Thomas Taylor mortgagee above mentioned and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he the said Mortgagee has not required the mortgagors their Agent or Attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said mortgagee require any tax leveied thereon to be paid by the mortgagors or any person for them during the existance of this mortgage.

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

Samuel H. Sudler, N. P.

Received for record March 24 1926 and recorded in Liber W.F.D. No.64 folio 190&c., one of the Land Records of Somerset County.

PerW. Jerome Sterling, Clerk.

For Value received I hereby assign the within mortgage to George F. Price.

Witness my hand and seal this 15th day of December, 1925.

Witness B. H. Sterling. John Thomas Taylor Jr., (SEAL).

Filed for record 15th December 1925 and recorded in Liber S.F.D. No. 64 folio 19.

Test W. Jerome Sterling Clerk.

I hereby assign the within mortgage to Clarence P. Lankford for the purpose of foreclosure.

Witness my hand and seal this 23rd day of June in the year nineteen hundred and twenty six.

Witness W. L. Whittington. Geo, F. Price (SEAL).

Filed for record 3rd July 1926 and recorded in Liber S.F.D. No. 64 folio 190

Test W. Jerome Sterling, Clerk.

And whereupon the said Clarence P. Lankford trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we Clarence P. Lankford, Principal and Lorie C. Quinn Sr., and William L. Whittington as sureties are held and firmly bound unto the state of Maryland, in the full and just sum of Two Thousand dollars current money to be paid to the said state 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 out seals and dated this 6th day of July, in the year nineteen hundred and twenty six.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from John T. Sterling to John T. Taylor Jr., dated the 24th day of March in the year nineteen hundred and fourteen and recorded among the land records of Somerset County in Liber S.F.D.

No. 64 folio 190 etc., duly assigned by the said John T. Taylor Jr., to George F. Price and by said George F. Price assigned to Clarence P. Lankford for the purpose of foreclosure as will appear by assignments duly recorded among said land records is authorized upon default to sell the real estate in said mortgage mentioned and conveyed and whereas default has occurred under the terms and conditions of said mortgage and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said property.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford, do and shall well and faithfully perform the trust reposed in him by the said mortgage and assignments thereof and shall abide by andfulfil 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.

Witness: R. C. Milbourn — Clarence P. Lankford (SEAL).
Lorie C. Quinn Sr., (SEAL).
Wm L. Whittington (SEAL).

Which said Bond was thus thereon endorsed/

Approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 27th July 1926 the said trusteeexhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed arein the words following to wit:

Clarence P. Lankford, Ex Parte.	)	No. 3882 Chancery
Trust created by mortgage from John T. Sterling to	)	In the Circuit Court
Jihn T. Taylor Jr., assigned by John T. Taylor Jr., to	)	For Somerset County.
George F. Price and assigned by George F. Price to	)	
Clarence P. Lankford for the purpose of foreclosure.	)	

To the Honorable the Judges of the Circuit Court for Somerset County, in Equity.

The report of Clarence P. Lankford Assignee for the purpose of foreclosure of a mortgage from John T. Sterling to John T. Taylor Jr., bearing date the 24th day of March 1914, and recorded among the land records of Somerset County in Liber S.F.D. No. 64 folio 190 etc., and assigned by the said John T. Taylor Jr., to George F. Price and assigned by said George F. Price to Clarence P. Lankford, for the purpose of foreclosure per assignments duly recorded among the said land records of Somerset County and duly authorized by said mortgage and assignments thereof to sell the real estate in said mortgage described and conveyed respectfully represents.

That after giving bond with security for the faithful performance of his trust, and having complied with all the other requisites as required by law and the said mortgage and assignments thereof, and giving notice of the time, place, manner and terms of sale by advertisement inserted innthe Crisfield Times" a newspaper published in Somerset County for more than twenty days notice before the day of sale he did pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday the 24th day of July nineteen hundred and twenty six at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell said real estate being all the real estate in said mortgage conveyed, in manner following that is to say:

Your Assignee offered at public sale to the highest bidder all that farm, tract or parcel of land situate lying and being in Lawson's District Somerset County, in the state of Maryland, and lying and binding on both sides of the public toad leading from "Walnut Tree Corner" to "Cash Corner" called the "New Road" and adjoining the land owned or recently owned by Julius Tull, George T. Hickman, John Betts and the land known as "The John J. Bell Place" and containing forty nine (49) acres more or less being the same and all the real estate and premises which were conveyed unto the said John T. Sterling by Mary A. Sterling by deed bearing date the fifth day of March in the year nineteen hundred and twelve and recorded among the said Land Recordsin Liber S.F.D. No. 59 folio 384 etc., whereupon Ella L. Price of said Somerset County in the state of Maryland, being the highest and best bidder therefor became the purchaser thereof at and for the sum of Fourteen Hundred

($1400.00) all of which has been fully paid in cash.

And your Assignee prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted.

Clarence P. Lankford,
Assignee for the purpose of foreclosure.

State of Maryland, Somerset County to wit:

I hereby certify that on this 26th day of July in the year nineteen hundred and twenty six before me the subscriber a Clerk of the Circuit Court forSomerset County,personally appeared Clarence P. Lankford, assignee named in the above report of sales and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

Clarence P. Lankford, Ex Parte.	)	No. 3882 Chancery
Trust created by mortgage from John T. Sterling to	)	In the Circuit Court
John T. Taylor Jr., assigned by John T. Taylor Jr., to	)	For Somerset County.
George F. Price and assigned by George F. Price to	)	
Clarence P. Lankford for the purpose of foreclosure	)	

Ordered by the subscriber Clerk of the)Circuit Court for Somerset County, this 27th day of July, nineteen hundred and twenty six, that the sale of property made and reported by Clarence P. Lankford, Assignee for the purpose of foreclosure of the mortgage from John T. Sterling to John T. Taylor Jr., assigned by John T. Taylor Jr., to George F. Price and assigned by George F. Price to Clarence P. Lankford for the purpose of foreclosure, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of August provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 27th day of August next. The report states the amount of sales to be $1400.00. W Jerome Sterling, Clerk.

And now at this day to wit on the 27th day of September 1926 comes again into Court here the said Trustee and on motion of the said trustee the Court here passed the following order.

Clarence P. Lankford Ex Parte.	)	No. 3882 Chancery
Trust Created by mortgage from John T. Sterling to	)	In the Circuit Court
John T. Taylor Jr., assigned by John T. Taylor Jr., to George F. Price	)	For Somerset County,
and assigned by George F. Price to Clarence P. Lankford for the	)	
purpose of foreclosure.	)	

Ordered by the Circuit Court for Somerset County this 27th day of September nineteen hundred and twenty six that the sale of property made and reported by Clarence P. Lankford assignee for the purpose of foreclosure of a mortgage from John T. Sterling to John T. Taylor Jr., assigned by John T. Taylor Jr., to George F. price and assigned by George F. price to Clarence P. Lankford for the purpose of foreclosure be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

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Continued from Chancery Record No. 3309. the same being in W. J.S. No. 18 folio 569.

Carrie M. Revelle and Lida Revelle	)	NO 3309 Chancery
Vs.	)	In the Circuit Court
Charlotte Revelle and Nettie Revelle	)	For Somerset County.

And thereafter to wit on the 2nd day of October 1926 the following released were filed.

THIS RECEIPT AND RELEASE, made this 5th day of April nineteen hundred and twenty three by Charlotte M. Revelle of Anne Arundel County and state of Maryland, Witnesseth:

Whereas by an audit duly filed and ratified in the distribution of the proceeds of the sale of the real estate of Samuel D. Revelle, late of Somerset County deceased, there was allowed to the said Charlotte Revelle the sum of One Hundred and twenty eight dollars, and three cents said funds being then in the hands of George H. Myers, Trustee duly appointed by decree of said Court passed in Chancery cause No. 3309 to sell said real estate; and whereas at the date of the ratification of said audit, the said Charlotte Revelle was a minor under the age of eighteen years, and incapicated in law to execute a release to said trustee for said distributive share; and whereas on petition of the said George H. Myers, trustee an order of the Circuit Court for Somerset County was passed in said cause on the first day of July nineteen hundred and twenty authorizing and directing the said George H. Myers to deposit the said sum of money audited and allowed to the said Charlotte Revelle as aforesaid together with other funds in his possession in the Savings Department of the Bank of Somerset at Princess Anne, Maryland, to be held by the said Bank and to be paid by the said Bank , One hundred and twenty eight dollars and three cenrs thereof to the said Charlotte Revelle together with her proper share of the interest accrued thereon when she shall attain the age of eighteen years, and whereas the said Charlotte Revelle has now reached the age of eighteen yearsand the said sum of money deposited for her account in the said Bank of Somerset as aforesaid with interest accrued thereon now amounts to One Hundred and thirty seven dollars and ninety cents.

Now therefore this release and receipt witnesseth that the said Charlotte M. Revelle, in consideration of the payment to her by the said Bank of Somerset of said sum of One Hundred and thirty seven dollars and Ninety cents, receipt of which is hereby acknowledged, does hereby release, acquit exonerate and discharge the said Bank of Somerset and the said George H. Myers, Trustee aforesaid from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or either of them, for or on account of said sum of money paid as aforesaid or on account of any distritutive share that may be due or belong to the said Charlotte Revelle from the proceeds of the sale of the real estate of thesaid Samuel D. Revelle sold by the said George H. Myers as trustee aforesaid.

Witness my hand and seal this 5th day of April nineteen hundred and twenty three.

Test: Mary M. Munroe. Charlotte Revelle (SEAL).

State of Maryland, Anne Arundel County to wit:

I hereby certify that on this 5th day of April nineteen hundred and twenty three before me the subscriber a Notary Public of the state of Maryland in and for the county aforesaid, personally appeared Charlotte M.Revelle, and acknowledged the aforegoing release or instrument of writing to be her act and deed and further made oath in due form of law that she is more than eighteen years of age.

Seal of Notary.

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

Mary M. Munroe. Notary Public.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of one hundred fifty eight dollars and twenty two cents paid me by Bank of Somerset and George H. Myers, trustee under decree of the Circuit Court for Somerset County, Maryland, passed in Chancery Cause No. 3309 said sum having beenpaid me in full settlement of my distributive share from the proceeds of sale of real estate of Samuel D. Revelle, together with interest accrued thereon while deposited in the Savings Department in said Bank of Somerset, under order of said Court receipt whereof is hereby

acknowledged, I do hereby release, acquit, exhonerate and discharge the said Bank of Somerset and the said George H. Myers, their heirs, executors and administrators, from all and every action, suit claim or demand which could or might possible be brought, exhibited or prosecuted against them, or any of them for or on account of said sum of money paid as aforesaid or the payment thereof hereby declaring myself satisfied, contented and paid as above specified.

Given under my hand and seal this first day of October nineteen hundred and twenty six.

Charles G. Hill Witness. Nettie M. Revelle (SEAL).

State of Maryland, Anne Arundel County to wit:

I hereby certify that on this first day of October, nineteen hundred and twenty six, before me the subscriber a Notary Public of the state of Maryland in and for the county aforesaid, personally appeared Nettie Revelle, to me personally known and whose genuine signature is signed to the aforegoing release and acknowledged said releases or instrument of writing to be her act and deed and at the time and place aforesaid the said Nettie Revelle did make oath before me in due form of law that she is over eighteen years of age.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal.

Seal of Notary. Belva G. Hill. Notary Public.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: ,Clerk.

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Continued from Chancery Record No. 3606 the same being in W.J.S. No. 19 folio 499.

Charles W. Purnell	)	No. 3606 Chancery
Vs.	)	In the Circuit Court
Elizabeth Brittingham and others.	)	For Somerset County.
	)	Maryland.

And thereafter to wit on the 24th April 1924 the following releases were filed.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trusteesunder the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending wherein Charles W. Purnell et al. are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court, to the undersigned of the full sum of four hundred and seven and 67/100 dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I the undersigned George Brittingham do hereby release, acquit, exonerate and discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against thesaid George H. Myers and John W. Station them or any of them for or on account of the said sum of money paid as as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this Dec 6th day of Nineteen hundred and twenty three.

Witness J. B. Graves. George Brittingham (SEAL).
S. O. Hutchinson.

State of Florida County of Duval to wit:

Be it remembered and it is hereby certified that on this 6th day of December in the year of nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared George Brittingham party of the above release or Instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said George Brittingham who has acknowledged the above release, and signed the same in my presence, in the person named and described as and

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professing to be George Brittingham party in and to the same.

Witness my hand and Notarial seal this the day and year last above written. Seal of Notary. S. O. Hutchinson N.P. Notary Public State of Florida. My commission expires Dec 12, 1923.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of one thousand six hundred thirty 66/100 dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I the undersigned James Powell do hereby release acquit, exonerate and discharge, the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton them orany of them, for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this 24th day of November nineteen hundred and twenty three.

Witness: Daniel Jeffries. James Powell (SEAL).

State of Virginia County of Accomack to wit:

Be it remembered that it is hereby certified that on this 24th day of Nov. in the year of nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared James Powell party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said James Powell who has acknowledged the above release, and signed the same in my presence. is the person named and described as and professing to be James Powell party in and to the same.

Witness my hand and Notarial seal this the day and year last above written. Seal of Notary. Daniel Jeffries N.P. My Com Ex 4/7/24.

Know all men by these presents that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending, wherein Charles W. Parnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court to the undersigned of the full sum of four hundred eighty nine and 20/100 dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged I the undersigned Isaac C. Ayers do hereby release acquit, exonerate and discharge the said George H. Myers and John W. Staton, their heirs executors and administrators from all and every action, suit claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this twelfth day of January nineteen hundred and twenty four.

Witness A. W. Peters. Isaac C. Ayers (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this twelfth day of January in the year nineteen hundred and twenty four, before me the subscriber a Justice of the Peace in and for the County and state aforesaid personally appeared Isaac C. Ayers, party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Isaac C. Ayers who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Isaac C. Ayers party in and to the same.

Witness my hand and Justice Peace seal this the day and year last above written. Seal of Justice. Alfred W. Peters J.P.

Know all men by these presents that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in Equity passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of four hundred eighty nine and 20/100 dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged I the undersigned John Ayers Jr., do hereby release acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of the, for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented. and paid as above specified.
Given under my hand and seal this seventh day of January nineteen hundred and twenty four.
Witness C. Wilbur Beas. John Ayers Jr.
State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this seventh day of January in the year of nineteen hundred and twenty four before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared John Ayers Jr., party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said John Ayers Jr., who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be John Ayers Jr., party in and to the same.
Witness my hand and Notarial seal this the day and year last above written. Seal of Notary. C. Wilbur Beas N.P.

Know all men by these presents. that in consideration of the payment by George H. Myers and John W. Staton, trustees under the decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court to the undersigned of the full sum of four hundred eighty nine and 20/100 dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged I the undersigned Guy R. Ayers do hereby release acquit, exhnerate and discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and and every action, suit , claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers, and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.
Given under my hand and seal this 14 day of Nov nineteen hundred and twenty three.
Witness Jno E. Smith Guy R. Ayers (SEAL).
State of Maryland, County of Worcester to wit:

Be it remembered and it is hereby certified that on this day of 14th in the year nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Guy R. Ayers party to the above release or instrument of writing and acknowledged the same to be his act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Guy R. Ayers who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Guy R. Ayers the party in and to the same.
Witness my hand and Notarial seal this the day and year last above written Seal of Notary. Jno E. Smith N.P.

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And thereafter to wit on June 30, 1925 the following releases were filed.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in equity, passed in a cause in said Court pending, wherein Charles W. Purness et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of SIXTEEN HUNDRED, SEVENTY-NINE DOLLARS AND THIRTY CENTS ($1679.30) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Charles W. Purnell, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified. Given under my hand and seal this fifteenth day of October, nineteen hundred and twenty four.

WITNESS: I. S. Mumford. Charles W. Purnell, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER TO WIT:

Be it remembered, and it is hereby certified that on thid fifteenth day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Charles W. Purnell, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Charles W. Purnell, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Charles W. Purnell, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. Irving S. Mumford, Sr. N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of THREE HUNDRED, THIRTY-FIVE DOLLARS AND EIGHTY-SIX CENTS ($335.86) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Samuel Ayers, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified. Given under my hand and seal this 5th day of November, nineteen hundred and twenty-four.

WITNESS: Anna Ridings Murphy. Samuel J. Ayres, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER TO WIT:

Be it remembered, and it is hereby certified on this 5th day of November, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Samuel Ayers, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Samuel Ayers, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Samuel Ayers, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. Anna Ridings Murphy, N.P.

And thereafter to wit on the 24th of April 1924 the following releases were filed.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in equity, passed in a cause in said Court pending wherein Charles W. Purness et al are plaintiffs and Levin D. Lynch at al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of four hundred eighty-nine and 20/100 dollars, audited and allowed to her in said cause, the receipt where of is hereby acknowledged, I, the undersigned Marguerite Mills do hereby release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment therefor, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this day of nineteen hundred and twenty-three.

WITNESS: Victor C. Harrison. Marguerite Mills, (SEAL).

State of Maryland, County of Talbot, to wit:

Be it remembered, and it is hereby certified that on this 13th day of December, in the year of nineteen hundred and twenty-three before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Marguerite Mills, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Marguerite Mills, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Marguerite Mills, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written. Seal of Notary. Clarence H. Waters, N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of four hundred, eighty-nine and 20/100 dollars, audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Amanda Cropper, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this thirteenth day of December, nineteen hundred and twenty-three.

WITNESS: Horace P. Cropper. Amanda Cropper, (SEAL).

State of Maryland, County of Worcester, To Wit:

Be it remembered, and it is hereby certified that on this thirteenth day of December, in the year of nineteen hundred and twenty-three, before me the subscriber, a Justice Peace, in and for the County and State aforesaid, personally appeared Amanda Cropper, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Amanda Cropper, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Amanda Cropper, party in and to the same.

Witness my hand and Justice Peace Seal this the day and year last above written. Seal of Justice Alfred W. Peters, J.P.

9VOGE

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending, wherein Charles W. Purness et al plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of eight hundred, fifteen and one-third dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Levin D. Lynch, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 14th day of November, nineteen hundred and twenty-three.

WITNESS: J. M. Mumford. Levin D. Lynch, (SEAL).

State of Maryland, County of Worcester, To Wit:

Be it remembered, and it is hereby certified that on this 14th day of November, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Levin D. Lynch, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Levin D. Lynch, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Levin D. Lynch, party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written. Seal of Notary. F. W. Truitt, N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of four hundred and seven and 67/100 dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Powell Brittingham do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 3rd day of December, nineteen hundred and twenty-three.

WITNESS: Chas. L. Medill. Powell Brittingham, (SEAL).

State of Delaware, County of New Castle, To Wit:

Be it remembered, and it is hereby certified that on this 3rd day of December, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Powell Brittingham, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Powell Brittingham, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Powell Brittingham, party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. Charles L. Medill, N.P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al. are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court to the undersigned, of the full sum of four hundred seven and 67/100 dollars audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I the undersigned Lida Brittingham do hereby release, acquit, exhnorate and discharge, the said George H. Myers and John W. Staton, their heirs executors and administrators from all and every action suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this twenty sixth day of November nineteen hundred and twenty three.

Witness: C. Wilbur Keas. Lida Brittingham (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this twenty sixth day of November in the year of nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Lida Brittingham party to the above release or instrument of writing, and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Lida Brittingham who has acknowledged the above release, and signed the same in my presence, is the person named and described as and professing to be Lida Brittingham, party in and to the same.

Witness my hand and Notarial seal this the day and year last above written. Seal of Notary. C. Wilbur Keas N.P.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court to the undersigned of the full sum of four hundred and seven and 67/100 dollars audited and allowed to him in said cause the receipt whereof is hereby acknowledged, I the undersigned Howell Brittingham do hereby release, acquit, exonerate and discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this twenty sixth day of November nineteen hundred and twenty three,

Witness C. Wilbur Keas. Howell Brittingham (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this twenty sixth day of November in the year of nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Howell Brittingham party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Howell Brittingham who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Howell Brittingham party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas. N.P.

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KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are defendants and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned, of the full sum of four hundred and eighty nine and 20/100 dollars audited and allowed to her in said cause, the receipt whereof is hereby acknowledged I the undersigned Mary Quillen do hereby, release, acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this 8th day of January nineteen hundred and twenty four.

Witness C. Wilbur Keas. Mary Quillen (SEAL).

Stateof Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this 8th day of January in the year of nineteen hundred and twenty four before me the subscriber a Notary Public in and for the county and state aforesaid, personally appeared Mary Quillen party to the above release or instrument of writing and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Mary Quillen who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Mary Quillen party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas. N. P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, trustees under the decree of the Circuit Court for Somerset County, in Equity passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of eight hundred and fifteen dollars and thirty three cents audited and allowed to her in said cause the receipt whereof is hereby acknowledged I the undersigned Orlanta Rayne do hereby release acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this tenth day of January nineteen hundred and twenty four.

Witness C. Wilbur Keas, Orlanta Rayne (SEAL).

State of Maryland, County of Worcester to wit:

Be it remembered and it is hereby certified that on this tenth day of January in the year nineteen hundred and twenty four before me the subscriber a Notary Public and for the county and state aforesaid, personally appeared Orlanta Rayne party to the above release or instrument of writing and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Orlanta Rayne who has acknowledged the above release and signed the same in my presence is the person named and described as and professint to be Orlanta Rayne the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

C. Wilbur Keas. N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending, wherein Charles W. Purness et al plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of eight hundred, fifteen and one-third dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Lee Lynch, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this first day of December, nineteen hundred and twenty-three.

WITNESS: C. Wilbur Keas. Lee Lynch, (SEAL).

State of Maryland, County of Worcester, To Wit:

Be it remembered, and it is hereby certified that on this first day of December, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Lee Lynch, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Lee Lynch, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Lee Lynch, party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas, N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Two thousand, four hundred and forty-six dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Theodore M. Purnell, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which would or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 15th day of November, nineteen hundred and twenty three.

WITNESS: Jno. E. Smith. Theodore M. Purnell, (SEAL)

State of Maryland, County of Worcester, To Wit:

Be it remembered, and it is hereby certified that on this 15th day of November, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Theodore M. Purnell, party to the above Release or Instrument of Writing, and acknowledge the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Theodore M. Purnell, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Theodore M. Purnell, party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. Jno. E. Smith, N.P.

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Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of four hundred, eighty-nine and 20/100 dollars, audited and allowed to him in said cause, the receipt where of is hereby acknowledged, I, the undersigned, James Ayers, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Straton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 31st day of December, nineteen hundred and twenty three.

WITNESS: C. Wilbur Keas. James Ayres, (SEAL).

State of Maryland, County of Worcester, to wit:

Be it remembered, and it is hereby certified that on this 31st day of December, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, James Ayers, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said, James Ayers, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be James Ayers, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas, N.P.

Know all men by these presents: That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of one thousand, two hundred and twenty-three dollars, audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Elizabeth Alberta Gunby, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal, this fifteenth day of November, nineteen hundred and twenty-three.

WITNESS: Edwin F. Wood. Elizabeth Alberta Gunby, (SEAL).

State of Delaware, County of Kent, to wit:

Be it remembered, and it is hereby certified that on this fifteenth day of November, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Elizabeth Alberta Gunby, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Elizabeth Alberta Gunby, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Elizabeth Alberta Gunby, the party in and to the same.

Witness my hand and seal this the day and year last above written.

Seal of Notary. Edwin F. Wood, N.P.
Notary Public.

My Commission expires March 11th, 1925.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton Trustees under the Decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned of the full sum of eight hundred and fifteen dollars and thirty three cents audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I the undersigned Amelia Parsons do hereby release, asquit exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or presecuted against the said George H. Myers and John W. Staton, them or any of them, for and on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this 16th day of November nineteen hundred and twenty three.

Witness Frank W. Truitt. Amelia A. Parsons (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this 16th day of November in the year of nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Amelia Parsons party to the above release or instrument of writing and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Amelia Parsons who has acknowledged the above release and signed the same in my presence, is the person named and described as and professing to be Amelia Parsons the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. F. W. Truitt N.P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are Plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the Docket of said Court to the undersigned of the full fum of one thousand , two hundred and twenty three dollars, audited and allowed to her in said cause, the receipt whereof is hereby acknowledged I the undersigned Anna Louise Johnson do hereby release, acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action suit, claim or demand which could or might be brought exhibited and prosecuted against the said George H. Myers and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this 19th day of November nineteen hundred and twenty three.

Witness: Frank W. Truitt Anna Louise Johnson (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that onthis 19th day of November, in the year of nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid, personally appeared Anna Louise Johnson party to the above release or instrument of writing and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Anna Louise Johnson who has acknowledged the above release, and signed the same in my presence is the person named and describedas and professing to be Anna Louise Johnson the party in and to the same.

Witness my hand and seal this the day and year last above written.

Seal of Notary. F. W. Truitt. N.P.

E30A6

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of One Thousand six hundred thirty and 66/100 dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged I the undersigned William B. S. Powell do hereby release, acquit rxonerate and discharge the said George H. Myers and John W. Staton, their heirs executors and administrators from all and every action, suit, claim or demand which would or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this sixteenth day of November nineteen hundred and twenty three.

Witness I. S. Mumford William B. S. Powell (Seal).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this sixteenth day of November in the year nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid, personally appeared William B. S. Powell party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said William B. S. Powell who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be William B. S. Powell party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. Irving S. Mumford (SEAL).

This is to acknowledge satisfaction by the Exchange and Savings Bank of Berlin, Maryland of the interest of said payment in the above mentioned sum of $1630.66.

Exchange & Savings Bank of Berlin.
By John D/ Henry Cashier.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, trustees under the decree of the Circuit Court for Somerset County in Equity, passedin a cause in said Court opending wherein Charles W. Purnell et al are plaintiffs and Levi Lynch etal are defendants the same being No. 3606 on the Docket of said Court to the undersigned of the full sum of two thousand four hundred and forty six dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I the undersigned Charles W. Purnell do hereby release, acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action, suit, claim or demand which would or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them an any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied , contented and paid as above specified.

Given under my hand and seal this day of nineteen hundred and twenty three.

Witness Frank W. Truitt Charles W. Purnell (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this 16th day of November in the year of nineteen hundred and twenty three, before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Charles W. Purnell party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Charles W. Purnell who has acknowledged the same release and signed the same in my presence is the person named and described and professing to be Charles W. Purnell party in and to the same.

witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. F. W. Truitt N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset Conty, in equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No.3606 on the docket of said Court, to the undersigned, of the full sum of one thousand, two hundred and twenty-three dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Dr. Elijah Lee Brittingham, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers, and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal, this 16th day of November, nineteen hundred and twenty-three.

Dr. Elijah Lee Brittingham

WITNESS: Hattie Gaw. Dr. E. Lee Brittingham, (SEAL).

State of Pennsylvania, County of Philadelphia, to wit:

Be it remembered, and it is hereby certified that on this 16th day of November, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Dr. Elijah Lee Brittingham, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed,and I do hereby certify that of my own knowledge I am satisfied that the said Dr. Elijah Lee Brittingham, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Dr. Elijah Lee Brittingham, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Notary Public, 30 S. 40th St., Commission Expires, January 4th, 1925. Seal of Notary. Hattie Gaw, N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of four hundred, eighty-nine and 20/100 dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Samuel Ayers, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers, and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 12th day of January, nineteen hundred and twenty-four.

WITNESS: A. W. Peters. Samuel Ayers, (SEAL).

State of Maryland, County of Worcester, to wit:

Be it remembered, and it is hereby certified that on this 12th day of January, in the year of nineteen hundred and twenty-four, before me the subscriber, a Justice Peace in and for the County and State aforesaid, personally appeared, Samuel Ayers, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Samuel Ayers, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Samuel Ayers, the party in and to the same.

Witness my hand and Justice Peace Seal this the day and year last above written.

Seal of Justice. Alfred W. Peters, J.P.

9VOGE

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch at al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of eight hundred and fifteen and one-third dollars, audited and allowed to him in said cause, the receipt where of is hereby acknowledged, I, the undersigned, Isaac Lynch do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 15th day of November, nineteen hundred and twenty-three.

WITNESS: Frank W. Truitt. Isaac J. Lynch, (SEAL).

State of Maryland, County of Worcester, to wit:

Be it remembered, and it is hereby certified that on this 15th day of November in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Isaac Lynch, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Isaac Lynch, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Isaac Lynch, the party in and to the same.

Witness my hand and seal, this the day and year last above written.

Seal of Notary. F. W. Truitt, N.P.

Know all men by these presents. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County in equity, passed in a cause pending, wherein Charles W. Purnell et al plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of eight hundred, fifteen and one-third dollars, audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Edwin D. Lynch, do hereby Release, Acquit, Exonerate, and Discharge, the said George H. Myers and John W. Staton, their heris, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 20th day of November, nineteen hundred and twenty-three.

WITNESS: Frank W. Truitt. Edwin D. Lynch, (SEAL).

State of Maryland, County of Worcester, to wit:

Be it remembered, and it is hereby certified that on this 20th day of November, in the year of nineteen hundred and twenty-three, before me the subscriber, a Notary Public, in and for the County and State aforesaid, personally appeared Edwin D. Lynch, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Edwin D. Lynch, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Edwin D. Lynch, party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. F. W. Truitt, N.P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton Trustees under the decree of the Circuit Court for Somerset County in equity passed in a cause in said Court pending, wherein Charles W. Purnell et al are Plaintif and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court, to the undersigned of the full sum of one thousand two hundred and twenty three dollars, audicted and allowed to him in said cause, the receipt whereof is hereby acknowledged I, the undersigned, Thomas H. Brittingham do hereby release, acquit exonerate and discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought exhibited or prosecured against the said GeorgeH Myers and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid, or the payment thereof hereby declaring myself fully satisffed, contented and paid as above specified.

Given under my hand and seal this 22nd day of December nineteen hundred and twenty three.

Witness C. F/ Matthews. Thomas H. Brittingham (SEAL).

State of Virginia County of Accomac to wit:

Be it remembered and it is hereby certified that on this 22nd day of December in the year n nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Thomas H. Brittingham party to the above release or instrument of writing, and acknowledged the same to be his act and deed and I do hereby certify th that of my own knowledge I am satisfied that the said Thomas H. Brittingham who has acknowledged the above release, and signed the same in my presence is the person named and described as and professing to be Thomas H. Brittingham the party in and to the same.

Witness my hand and seal this the day and year last above written.

C. F. Matthews N.P.
My commission expires 1/18/1927.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton trustee under the Decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levi D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of four hundred eighty nine and 20/100 dollars audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I the undersigned Orlanta Ayers Cannon do hereby release acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them , for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this day of nineteen hundred and twenty three.

Witness A. F. P. Smyold. Arlanta Ayers Cannon. (SEAL).

State of County of to wit:

Be it rememvered and it is hereby certified that on this 26th day of December in the year nineteen hundred and twenty three before me the subscriber a Notary Public in and for the County and state aforesaid, personally appeared Arlanta Ayres Cannon party to the above release or Instrument of writing and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Orlanta Ayres Cannon who has acknowledged the above release, and signed the same in my presence is the person named and described as and professing to be Orlanta Ayres Cannon the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

H. E. Masengill, N.P.
Notary Public.

Seal of Notary.

My commission expires July 18, 1925.

And thereafter to wit on the 30th day of June 1925 the following releases were filed.

Know all men by these presents that in consideration of the payment by George H. Myers an John W. Staton, Trustee under the decree of the Circuit Court for Somerset County, in Equity, passin a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court, to the undersigned of the full sum of Five Hundred Fifty nine dollars and seventy six cents $559.76) audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Amelia Parsons, do hereby release, exonerate, and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action, suit and demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of the, for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this fifteenth day of October nineteen hundred and twenty four.

Witness I. S. Mumford. Amelia Parsons (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified on this fifteenth day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the county and state aforesaid, personally appeared Amelia Parsons party of the above released or instrument of writing, and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Amelia Parsons who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Amelia Parsons the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written. Seal of Public.

Irving S. Mumford N.P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton Trustees under the decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court Pending wherein Charles W. Purnell et al. are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of Two Hundred seventy nine dollars and eighty eight cents (279.88) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I the undesigned George Brittingham do hereby release, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors, and administrators from all and every action suit, or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this day of nineteen hundred and twenty four,

Witness William J. Gallagher. George Brittingham (SEAL).

State of Florida County of Duval to wit:

Be it remembered and it is hereby certified on this 9th day of November in the year nin teen hundred and twenty four be fore me the subscriber a Notary Public in and for the County and State aforesaid, personally appeared George Brittingham, party of the above release or instrument of writing and acknowledged the same to be his act and deed and I do hereby certify that of my own knowledge I am satisfied that the said George Brittingham, who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be George Brittingham, the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary.

John H. Mackey N.P.

Notary Public state of Florida at Large.

My commission expires Dec. 12, 1927.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Three Hundred, thirty-five dollars and eighty-six cents ($335.86) audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Marguerite Mills, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment htereof, hereby declaring myself fully satisfied, contented and paid as above specified. Given under my hand and seal this 18th day of October, nineteen hundred and twenty-four.

WITNESS: W. L. Wills. Marguerite Mills, (SEAL).

STATE OF COUNTY OF TO WIT:

Be it remembered, and it is hereby certified on this 18th day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Marguerite Mills, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Marguerite Mills, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Marguerite Mills, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. Victor C. Harrison, N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Three Hundred, thirty-five dollars and eighty-six cents ($335,86) audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Mary Quillen, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified. Given under my hand and seal this day of nineteen hundred and twenty-four.

WITNESS: Wm. H. Porter. Mary Quillen, (SEAL).

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

Be it remembered, and it is hereby certified on this 27th day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Puclic in and for the County and State aforesaid, personally appeared, Mary Quillen, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Mary Quillen, who has acknowledged the above Release and signed the same in may presence, is the person named and described as and professing to be Mary Quillen, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. William H. Porter, N.P.

Notary Public, Bronx County , Bronx County Clerk's No. 89.
Bronx County,Register's No. 2628, New York County Clerk's No. 168.
New York County Register's No. 6156, Term expires March 30th, 1926.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Three Hundred, Thirty-five dollars and eighty-six cents ($335.86) audited and allowed to his in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Isaac D. Ayers, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment whereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this seventeenth day of October, nineteen hundred and twenty-four.

WITNESS: Daniel Thompson. Isaac C. Ayers, (SEAL).

STATE OF DELAWARE, COUNTY OF NEW CASTLE TO WIT:

Be it remembered, and it is hereby certified on this 17th day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Isaac D. Ayers, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Isaac D. Ayers, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Isaac D. Ayers, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. Daniel Thompson, N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of eight hundred and thirty-nine dollars and sixty-five cents ($839.65), audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Dr. Elijah Lee Brittingham, do hereby Release, Acquit, Exonerate and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented, and paid as above specified.

Given under my hand and seal, this 16th day of October, nineteen hundred and twenty-four.

WITNESS: Hattie Gaw. Dr. Elijah Lee Brittingham, (SEAL).

STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, to wit:

Be it remembered, and it is hereby certified that on this 16th day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Dr. Elijah Lee Brittingham, party to the above Release, or Instrument of Writing, and acknowledged the same to be him act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Dr. Elijah Lee Brittingham, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as, and professing to be Dr. Elijah Lee Brittingham, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Notary Public, 30 S. 40th St., Commission Expires January 4th, 1925. Hattie Gaw, N.P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, Trustees under the decree of the Circuit Court for Sokerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court to the undersigned of the full sum of Three Hundred thirty five dollars and eighty six cents ($335.86) audited and allowed to her in aid cause the receipt whereof is hereby acknowledged, I the under signed Orlanta A. Cannon do hereby release, exonerate and discharge the said George H. Myers and John W. Staton, their heirs executors and administrators from all and every action, suit or dema nd which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented andpaid as above specified.

Given under my hand and seal this 18th day of October nineteen hundred and twenty four.

Witness C. S. Whitehurst Arlanta Ayres Cannon (SEAL).

State of Virginia City of Norfolk to wit:

Be it remembered and it is hereby certified on this eighteenth day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Orlanta A. Cannon party to the above release or instrument of writing and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Orlanta A. Cannon who has acknowledged the above release and signed the same in my presence is the person named and adescribed as and professing to be Orlanta A. Cannon the party in and to the same.

Witness my hand and Notarial seal this theday and year last above written.

Seal of Notary. C. S. Whitehurst N.P.
Mycommission expires April 6,1925.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton trustees under the Decree of the Circuit Court for Somerset County, in Equity passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levi D. Lynch et al are defendants the same being No. 3606 on the Docket of said Court, to the under signed of the full sum of five hundred and fifty nine dollars and seventy six cents ($559.76) audited and allowed to him in said cause the receipt whereof is hereby acknowledged, I the under signed Edward Lynch do hereby release exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby delcaring myself fully ssatisfied contented and paid as above specified.

Given under my hand and seal this eighteenth day of October nineteen hundred and twenty four.

Witness A. W. Peters. Edward Lynch (SEAL).

State of Maryland, County of Worcester to wit:

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified that on this 18th day of October in the year nineteen hundred and twenty four before me the subscriber a Justice of Peace in and for the County and state aforesaid, personally appeared Edward Lynch party of the above release or instrument of writing and acknowledged the ame to be his act and deed and I do hereby certif that of my own knowledge I am satisfied that the said Edward Lynch who has acknowledged the abov release and signed the same in my presence, is the person named and described as and professing to be Edward Lynch the party in and to the same.

Witness my hand and Justice Peace seal this the day and year last above written.

Seal of Justice. Alfred W. Peters J.P.

EDGAR

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton tuastees under the Decree of the Circuit Court for Somerset County, in Equity passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintif and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of Two Hundred seventy nine dollars and eighty nine cents ($279.89) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged I, the undersigned Powell Brittingham, do hereby release exonerateand discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action suit or demand which could or might be brought, exhibited and prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of money paid as aforesaid, or the payment thereof,hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this 20th day of October nineteen hundred and twenty four.

Witness: Chas L. Medill. Powell Brittingham (SEAL).

State of Delaware County of New Castle to wit:

Be it remembered and it is hereby certified on this 20th day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the County and state aforesaid, personally appeared Powell Brittingham, party to the above release or instrument of writing, and acknowledged the same to be his act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Powell Brittingham who has acknowledged th above felease and signed the same in my presence is the person named and described as and professing to be Powell Brittingham the party in and to the same.

Witness my hand and notarial seal this the day and year last above written.

Seal of Notary. Charles L. Medill N.P.

KNOW ALL MEN BY THESE PRESENTS , that in consideration of the payment by George H. Myers and John W. Staton trustees under the Decree of the Circuit Court for Somerset County, in Equity passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs a and Levin D. Lynch et al are defendants the same being No. 3606 on the Docket of said Court to the undersigned of the full sum of Two Hundred seventy nine dollars and eighty nine cents ($279. ($279.89) audited and allowed to him in said cause the receipt whereof is hereby acknowledged, I the said undersigned Howell Brittingham, do hereby release, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action. suit or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of mone paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this twentieth day of October, nineteen hundred and twenty four.

Witness : C. Wilbur Keas Howell Brittingham (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified on this twentieth day of October in the year nineteenhundred and twenty four before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Howell Brittingham, party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Howell Brittingham, who has acknowledged the above release and signed the same in my presence is the person named and dedcribed as and professing to be Howell Brittingham the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas. N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of five hundred and fifty-nine dollars and seventy-six cents ($559.76), audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Lee Lynch, do hereby Release, Exonerate, and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal, this day of nineteen hundred and twenty-four.

WITNESS: Frank W. Truitt. Lee Lynch, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified that on this 27th day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Lee Lynch, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Lee Lynch who has acknowledged the above Release, and signed the same in my presence, is the person named and described as and professing to be Lee Lynch, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. F. W. Truitt, N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Two Hundred, seventy-nine dollars and eighty-nine cents ($279.89) audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Lida Brittingham, do hereby Release, Exonerate and Discharge the said George H. Myers and John W. Staton, their heirs, executors, and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this twentieth day of October, nineteen hundred and twenty-four.

WITNESS: C. Wilbur Keas. Lida Brittingham, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified on this twentieth day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Lida Brittingham, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Lida Brittingham, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Lida Brittingham, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas, N.P.

9VOGE

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Five hundred, fifty-nine dollars and seventy-six cents ($559.76) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Isaac Lynch, do hereby Release, Exonerate and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this sixteenth day of October, nineteen hundred and twenty-four.

WITNESS: C. Wilbur Keas. Isaac Lynch, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified on this sixteenth day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, Isaac Lynch, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Isaac Lynch, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Isaac Lynch, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. C. Wilbur Keas, N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Five Hundred, fifty-nine dollars and seventy-six cents ($559.76) audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, Orlanta Rayne, do hereby Release, Exonerate and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this eighteenth day of October, nineteen hundred and twenty-four.

WITNESS: C. Wilbur Keas. Orlanta R. Rayne, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified on this eighteenth day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Orlanta Rayne, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Orlanta Rayne, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Orlanta Rayne, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. C. Wilbur Keas. N.P.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the payment by George H. Myers and John W. Staton Trustees under the decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levi D. Lynch et al are defendants the ame being No. 3606 on the docket of said Court to the under signed of the full sum of eight hundred and thirty nine dollars and sixty five cents ($839.65) audited and allowed to her in said cause the receipt whereof is hereby acknowledged I the under signed Anna Louise Jackson do hereby release acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action, suit claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented and paidnas above specified.

Given under my hand and seal this 22nd day of October nineteen hundred and twenty four.

Witness Frank W. Truitt. Anna Louise Johnson (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered that is hereby certified that on this 22nd day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Anna Louise Johnson party to the above release or Instrument of writing and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Anna Louise Johnson who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Anna Louise Johnson the party in and to the same.

witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. F. W. Truitt N.P.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the payment by George H. Myers and John W. Staton trustees under the Decree of the Circuit Court for Somerset County in Equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin L. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of Eleven Hundred nineteen dollars and fifty five cents (1119.55 audited and allowed to him in said cause the receipt whereof is hereby acknowledgedI, the under signed William B. S. Powell do hereby release exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action suit or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them, for or on account of the said sum of money paid as afore said or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this 25th day of October nineteen hundred and twenty four.

Witness W. Elizabeth Powell William B. S. Powell (SEAL).

State of Maryland county of Worcester to wit:

Be it remembered that it is hereby certified that on this 25th day of October in the year nineteen hundred andntwenty four before me the subscriber a Notary Public in and for the county and state aforesaid, personally appeared William B. S. Powell party to the above release or Instrument of writing and acknowledged the same to be his act and deed and I do hereby certify that of my own knowledge I am satisfied that the said William B. S. Powell who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be William B. S. Powell the party in and to the same.

witness my hand and Notarial seal this the day and year last above written.

C. Wilbur Keas N.P.

Above amount received and credited on note of W. B. Powell Oct 25, 1924.

Exchange Savings Bank of Berlin
John D. Henry Cashier.

BOOK 3

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton, trustees under the decree of the Circuit Court for Somerset County in Equity passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levi D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of Three Hundred thirty five dollars and eighty six cents ($335.86) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I the undersigned John Ayres Jr., do hereby release, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action, suit or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof, hereby declaring myself satisfied contented and paid as above specified.

Given under my hand and seal this 22nd day of October nineteen hundred and twenty four.

Witness C. Wilbur Keas. John I. Ayres Jr. (SEAL).

State of Maryland county of Worcester to wit:

Be it remembered and it is hereby certified on this 22nd day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the county and state aforesaid, personally appeared John Ayres Jr., party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said John Ayres Jr., who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be John Ayres Jr., the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. C. Wilbur Keas. N.P.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton Trustees under the decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned, of the full sum of Three Hundred thirty five dollars and eighty six cents ($335.86) audited and allowed to her in said cause the receipt whereof is hereby acknowledged I the undersigned Amanda Cropper do hereby release, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action suit or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of money as aforesaid or the payment thereof, hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this 15 day of October nineteen hundred and twenty four.

Witness:Anna Ridings Murphy. Amanda Cropper (Seal)

State of Maryland County of Worcester to wit:

Be it remembered and it is hereby certified onthis 15 day of October in the year nineteen hundred and twenty four before me the subscriber a Noary Public in and for the County and state aforesaid personally appeared Amanda Cropper party to the above release or instrument of writing and acknowledged the same to be her act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Amanda Cropper who has acknowledged the above releases and signed the same in my presence is the person named and described as and professing to be Amanda Cropper the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. Anna Ridings Murphy N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Three Hundred, thirty-five dollars and eighty-six cents ($335.86) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned James Ayers, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this 22nd day of October, nineteen hundred and twenty-four.

WITNESS: C. Wilbur Keas. James Ayres, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified on this 22nd day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared James Ayers, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said James Ayers, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be James Ayers, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. C. Wilbur Keas, N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of five hundred and fifty-nine dollars and seventy-six cents ($559.76) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Levin D. Lynch, do hereby Release, Exonerate, and Discharge, the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal, this fifteenth day of October, nineteen hundred and twenty-four.

WITNESS: I. S. Mumford. Levin D. Lynch, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified that on this fifteenth day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Levin D. Lynch, party to the above Release or Instrument of writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Levin D. Lynch, who has acknowledged the above Release, and signed the same in my presence, is the person named and described as and professing to be Levin D. Lynch, the party in and to the same.

Witness my hand and Notarial Seal, this the day and year last above written.

Seal of Notary. Irving S. Mumford, N.P.

BOOK 9

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of sixteen hundred, seventy-nine dollars and thirty cents, ($1679.30) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned Theodore M. Purnell, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this fourteenth day of October, nineteen hundred and twenty-four.

WITNESS: Jno. E. Smith. Theodore M. Purnell, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and it is hereby certified that on this 14th day of October, in the year nineteen hundred and twenty-four, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Theodore M. Purnell, party to the above Release or Instrument of Writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Theodore M. Purnell, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be Theodore M. Purnell, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. Jno. E. Smith, N.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by George H. Myers and John W. Staton, Trustees under the Decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants, the same being No. 3606 on the docket of said Court, to the undersigned, of the full sum of Eleven Hundred, nineteen dollars and fifty-five cents, ($1119.55) audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, I, the undersigned, James Powell, do hereby Release, Exonerate, and Discharge the said George H. Myers and John W. Staton, their heirs, executors and administrators from all and every action, suit or demand which could or might be brought, exhibited or prosecuted against the said George H. Myers and John W. Staton, them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this day of nineteen hundred and twenty-four.

WITNESS: Daniel Jeffries. James Powell, (SEAL).

STATE OF VIRGINIA, COUNTY OF ACCOMACK, TO WIT:

Be it remembered, and it is hereby certified that on this 14th day of October, in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared, James Powell, party to the above Release or Instrument of writing, and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said James Powell, who has acknowledged the above Release and signed the same in my presence, is the person named and described as and professing to be James Powell, the party in and to the same.

Witness my hand and Notarial Seal this the day and year last above written.

Seal of Notary. Daniel Jeffries, N.P.

My Commission Expires 2/20/28.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton trustees underthe decree of the Circuit Court for Somerset County in Equity passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendants the same being No. 3606 on the docket of said Court to the undersigned of the full sum of Three Hundred thirty five dollars and eighty six cents (335.86) audited and allowed to him in said cause the receipt whereof is hereby acknowledged, I, the undersigned Guy R. Ayers do hereby release, exonerate and discharge the said George H. Myers and John W. Staton their heirs executors and administrators from all and every action suit or demand which could or might be brought, exhibited or prosecuted against the said George H, Myers and John W. Staton them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this 15th day of October nineteen hundred and twenty four.

Witness Anna Ridings Murphy Guy R. Ayers (SEAL).

State of Maryland, County of Worcester to wit:

Be it remembered that it is hereby certified on this 15th day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the County and state aforesaid personally appeared Guy R. Ayers party to the above release or instrument of writing and acknowledged the same to be his act and deed, and I do hereby certify that of my own knowledge I am satisfied that the said Guy R. Ayers who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Guy R. Ayers the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Noatry. Ann a Ridings Murphy N.P.

KNOW ALLMEN BY THESE PRESENTS that in consideration of the payment by George H. Myers and John W. Staton trustee under the decree of the Circuit Court for Somerset County in Equity passed in a cause in said Court pending wherein Charles W. Purnell et al are plaintiffs and Levin D. Lynch et al are defendats the same being No. 3606 on the docket of said Court to the undersigned of the full sum of eight hundred and thirty nine dollars and sixty five cents ($839.65) audited and allowed to him in said cause the receipt whereof is hereby acknowledged, I the undersigned Thomas H. Brittingham do hereby release, acquit exonerate and discharge the said George H. Myers and John W Staton their heirs, executors and administrators from all andevery action suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Station them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof hereby declaring myself fully satisfied contented and paid as above specified.

Given under my hand and seal this 14th day of October nineteen hundred and twenty four.

Witness Louis Andreews. Thomas H. Brittingham (SEAL).

State of Virginia, County of Accomac to wit:

Be it remembered and it is hereby certified that on this 14th day of October in the year nineteen hundred and twenty four before me the subscriber a Notary public in and for the county and state aforesaid, personally appeared Thomas H. Brittingham, party to the above release or instrument of writing and acknowledged the same to be his act and deed and I do hereby certify that of my own knowledge I am satisfied that the said Thomas H. Brittingham who has acknowledged the above release and signed the same in my presence is the person named and described as and professing to be Thomas H. Brittingham, the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. Walter M. Clark N.P.
Chincoteague Va.
My commission expires 3/25/1926.

BOOK 63

KNOWALL MEN BY THESE PRESENTS, that in consideration of the payment by George H. Myers and John W. Staton trustees under the Decree of the Circuit Court for Somerset County in Equity passed in a cause in said Court pending wherein Charles W. Pusnell et al are plaintiffs and Levi D. Lynch et al are defendants the same being No. 3606 on the Docket of said Court to the undersigned of the full sum of eight hundred and thirty nine dollars and sixty five cents ($839.65) audited and allowed to her in said cause the receipt whereof is hereby acknowledged I the under signed Elizabeth Alberta Gunby do hereby release acquit, exonerate and discharge the said George H. Myers and John W. Staton their heirs, executors and administrators from all and every action suit, claim or demand which could or might be brought exhibited or prosecuted against the said George H. Myers and John W. Staton them or any of them for or on account of the said sum of mone paid as aforesaid or the payment thereof hereby declaring myself fully satisfied, contented and paid as above specified.

Given under my hand and seal this fourteenth day of October nineteen hundred and twenty four.

Witness Edwin F. Wood Elizabeth Alberta Gunby (SEAL).

State of Delaware County of Kent to wit:

Be it remembered and it is hereby certified that on this fourteenth day of October in the year nineteen hundred and twenty four before me the subscriber a Notary Public in and for the county and sttate aforesaid personally appeared Elizabeth Alberta Gunby party to the above release or instrument of writing and acknowledged the same to be her act and deed and I do hereby certif that of my own knowledge I am satisfied that the said Elizabeth Alberta Gunby who has acknowledged the above release,and signed the same in my presence is the person named and described as and professing to be Elizabeth Alberta Gunby the party in and to the same.

Witness my hand and Notarial seal this the day and year last above written.

Seal of Notary. Edwin F. Wood N.P. Notary Public
My commission expires March 11th 1925.

And thereafter on the 3rd November 1925 the following releases were filed.

KNOW ALL MEN BY THESE PRESENTS THAT IN CONSIDERATION of the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset County Maryland, passed in Chancery cause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Kevin D. Lynch et al to the undersigned Amanda Cropper of the full sum of one hundred thirty seven dollars and four cents ($137.04) audited and allowed to her under the third audit, filed in said cause the receipt whereof is hereby acknowledged the said Amanda Cropper does hereby release, acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs executors and administrators from all and every action suit claim or demand which could or might possibly bebrought exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 28th day of September nineteen hundred and twenty five.

Anna Ridings Murphy. Witness. Amanda Cropper (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and I hereby certify that on this 28 day of September nineteen hundred and twenty five before me the subscriber a Notary Public of said state in and for the County aforesaid personally appeared Amanda Cropper party to the above release or instrument of writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Amanda Cropper who has acknowledged the above release is the person named and described as and professing to be Amanda Cropper the party in and to the same.

Seal of Notary. Anna Ridings Murphy
Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned E. Lee Brittingham of the full sum of three hundred forty-two dollars and sixty cents ($342.60), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said E. Lee Brittingham does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 2nd day of November, nineteen hundred and twenty-five.

W. Kallesse, Witness. E. Lee Brittingham, (SEAL).

STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, TO WIT:

Be it remembered, and I hereby certify that on this 2nd day of November, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the said State in and for the County aforesaid, personally appeared E. Lee Brittingham, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said E. Lee Brittingham, who has acknowledged the above release is the person named and described as and professing to be E. Lee Brittingham, the party in and to the same.

Seal of Notary.

Winfield Kallesse, Notary Public,
Notary Public, My Commission
Expires March 10th, 1929.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees, under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al to the undersigned Mary B. Quillen, of the full sum of one hundred thirty-seven dollars and four cents ($137.04), audited and allowed to her, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Mary B. Quillen does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 31st day of October, nineteen hundred and twenty-five.

Witness. I. S. Mumford. Mary B. Quillen, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

Be it remembered, and I hereby certify that on this 31st day of October, nineteen hundred and twenty five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Mary B. Quillen, party to the above Release or Instrument of Writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Mary B. Quillen, who has acknowledged the above release is the person named and described as and professing to be Mary B. Quillen, the party in and to the same.

Seal of Notary.

Irving S. Mumford, Notary Public.

EJOA 6

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Anna Louise Johnson, of the full sum of three hundred forty-two dollars and sixty cents ($342.60), audited and allowed her, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Anna Louise Johnson does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heris, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 7th day of August, nineteen hundred and twenty-five.

WITNESS. Frank W. Truitt. Anna Louise Johnson, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 7th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Anna Louise Johnson, party to the above Release or Instrument of Writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Anna Louise Johnson, who has acknowledged the above release is the person named and described as and professing to be Anna Louise Johnson, the party in and to the same.

Seal of Notary. F. W. Truitt, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees, under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al to the undersigned John Ayres, of the full sum of one hundred thirty-seven dollars and four cents ($137.04), audited and allowed to him, under the third audit, filed in said cause, the receipt where of is hereby acknowledged, the said John Ayres does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 26th day of October, nineteen hundred and twenty-five.

WITNESS. C. Wilbur Keas. John Ayres, (Jr.) (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 26th day of October, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public, of said State, in and for the County aforesaid, personally appeared John Ayres, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said John Ayres, who has acknowledged the above release is the person named and described as and professing to be John Ayres, the party in and to the same.

Seal of Notary. C. Wilbur Keas, Notary Public.

KNOWALL MEN BY THESE PRESENTS, that in consideration of the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause No. 3606 the same being the suit of Charles W. Purnell et al Vs., Levin D. Lynch et al to the undersigned Powell Brittingham, of the full sum of one hundred fourteen dollars and twenty cents ($114.20) audicted and allowed to him, under the third audit, filed in said cause the receipt whereof is hereby acknowledged the said Powell Brittingham does hereby release, acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs, executors and administrators, from all and every action, suit, claim or demand whic could or might possibly be brought exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 29 day of August nineteen hundred and twenty five.

Stewart J. Hearn Witness. Powell Brittingham (SEAL).

State of Delaware County of New Castle to wit:

Be it remembered and I hereby certify that on this 29th day of August nineteen hundred and twenty five before me the subscriber a Notary Public of said state in and for the County aforesaid personally appeared Powell Brittingham party of the above release or instrument of writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Powell Brittingham who has acknowledged the above release is the person named and described as and professing to be Powell Brittingham the party in and to the same. Seal of Notary. Stewart J. Hearn Notary Public.

KNOW ALL MEN BY THESE PRESENTS THAT IN CONSIDERATION of the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset County, Maryland passed in Chancery Cause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Levin D. Lynch et al to the undersigned Arlanta R. Cannon of the full sum of one hundred thirty seven dollars and four cents ($137.04) audited and allowed to her underthe third aucit filed in said cause the receipt whereof is hereby acknowledged the said Arlanta R. Cannon does hereby release, acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs executors and administrators fromall and every action ,suit claim or demand which could or might possibly be brought exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this day of August nineteen hundred and twenty five.

Witness Illegible. Arlanta A. Cannon (SEAL).

State of Va City of Norfolk to wit:

Be it remembered and I hereby certify that on this 19th day of August nineteen hundred and twenty five before me the subscriber a Notary Public of said state in and for the City aforesaid personally appeared Arlanta A. Cannon party to the above release or instrument of writing and acknowledged the same to be her act and deed. And I do further certity that of my own knowledge I am satisfied that the said Arlanta A. Cannon who has acknowledged the abov release is the person named and described as and professing to be Arlanta A. Cannon the party in and to the same.

E. D. Denby, Notary Public.

My commission expires July 7, 1927.

BOOK 10

Know all men by these presents, that in consideration of the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset C County Maryland passed in Chancery Cause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Levin D. Lynch et al to the undersigned George Brittingham, of the full sum of one hundred fourteen dollars and twenty cents ($114.20) audited and allowed to him under the third audit filed in said cause the reciept whereof is hereby acknowledged, the said George Brittingha does hereby release, acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs executors and adminsstrators from all andevery action suit, claim or demand which c ould or might possibly be brought, exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 8th day of August nineteen hundred and twenty five.

J. C. Cooperedge Jr., Witness/ George Brittingham (SEAL).

State of Florida County of Duval to wit:

Be it remembered and I hereby certify that on this 8th day of August nineteen hundred and twenty five before me the subscriber a Notary Public of said State, in and for the County aforesaid personally appeared George Brittingham party to the above release or instrument of wruiting and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge the above release is the person named and described as and professing to be George Brittingham the party in and to the same.

Seal of Justice.

J.C. Cooperedge Sr.,
Justice of the Peace Ninth District.

Know all men by these presents that in considerationof the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Levin D. Lynch et al to the undersigned Lida Brittingham of the full sum of one hundred fourteen dollars and twenty cents ($114.20) audited and allowed to her under the third aucit filed in said cause the receipt whereof is hereby acknowledged the said Lida Brittingham does hereby release acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs executors and administrators from all and every action auit, claim or demand which sould or might possibly be brought exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 17th day of August nineteen hundred and twenty five.

C. Wilbur Keas. Witness Lida Brittingham (SEAL).

State of Maryland County of Worcester to wit:

Be it remembered and I hereby certify that on this 17th day of August nineteen hundred and twenty five before me the suuscribed a Notary Public of the said state in and for the County aforesaid personally appeared Lida Brittingham party to the above release or instrument of writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Lida Brittingham who has acknowled ged the above release is the person named and described and provessing to be Lida Brittingham the party in and to the same.

Seal of Notary.

C. Wilbur Keas.

Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Howell Brittingham, of the full sum of one hundred fourteen dollars and twenty cents ($114.20), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Howell Brittingham does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possible be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 17th day of August, nineteen hundred and twenty-five.

WITNESS. C. Wilbur Keas. Howell Brittingham, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 17th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Howell Brittingham, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Howell Brittingham, who has acknowledged the above release is the person named and described as and professing to be Howell Brittingham, the party in and to the same.

Seal of Notary. C. Wilbut Keas, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland, passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned, James Ayres, of the full sum of one hundred thirty-seven dollars and four cents ($137.04), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said James Ayres, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 25th day of August, nineteen hundred and twenty-five.

WITNESS. C. Wilbur Keas. James H. Ayres, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 25th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared James Ayres, party to the above Release or Instrument of Writing and acknowledged the same to be his act and acknowledged the same to be his act and deed, And I do further certify that of my own knowledge I am satisfied that the said James Ayres, who has acknowledged the above release is the person named and described as and professing to be James Ayres, the party in and to the same.

Seal of Notary. C. Wilbur Keas, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Orlanta Rayne, of the full sum of two hundred twenty-eight dollars and forty cents ($228.40), audited and allowed to her, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Orlanta Rayne does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors, and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 22nd day of August, nineteen hundred and twenty-five.

WITNESS. C. Wilbur Keas. Orlanta R. Rayne, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 22nd day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Orlanta Rayne, party to the above Release or Instrument of Writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Orlanta Rayne, who has acknowledged the above release is the person named and described as and professing to be Orlanta Rayne, the party in and to the same.

Seal of Notary. C. Wilbur Keas, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton, and George H. Myers, trustees, under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al to the undersigned Isaac D. Ayres, of the full sum of one hundred thirty-seven dollars and four cents ($137.04), audited and allowed to him, under the third audit, filed in said cause, the receipt where of is hereby acknowledged, the said Isaac D. Ayres does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this twentieth day of August, nineteen hundred and twenty-five.

WITNESS. J. H. Peterson. Isaac D. Ayres, (SEAL).

STATE OF DELAWARE, COUNTY OF NEW CASTLE, TO WIT:

Be it remembered, and I hereby certify that on this twentieth day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Isaac D. Ayres, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Isaac D. Ayres, who has acknowledged the above release is the person named and described as and professing to be Isaac D. Ayres, the party in and to the same.

Seal of Notary.

Daniel Thompson, Notary Public.
Comm. Expires 10/3/1926.

KNOW ALL MEN BY THESE PRESENTS· That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Amelia Parsona, of the full sum of two hundred twenty-eight and forty cents ($228.40), audited and allowed to her, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Amelia Parsons does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 11th day of August, nineteen hundred and twenty-five.

WITNESS. Frank W. Truitt. Amelia Parsons, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 11th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Amelia Parsons, perty to the above Release or Instrument of Writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Amelia Parsons, who has acknowledged the above release is the person named and described as and professing to be Amelia Parsons, the party in and to the same.

Seal of Notary. F. W. Truitt, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland, passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Marguerite Mills, of the full sum of one hundred thirty-seven dollars and four cents ($137.04), audited and allowed to her, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Marguerite Mills, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 10th day of August, nineteen hundred and twenty-five.

WITNESS. W. L. Wills. Marguerite Mills, (SEAL).

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

Be it remembered, and I hereby certify that on this 10th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Marguerite Mills, party to the above Release or Instrument of Writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Marguerite Mills, who has acknowledged the above release is the person named and described as and professing to be Marguerite Mills, the party in and to the same.

Seal of Notary. Victor C. Harrison, Notary Public.

BOOK 8

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees, under a Decree of the Circuit Court for Somerset County, Maryland, passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al to the undersigned William B. S. Powell, of the full sum of four hundred fifty-six dollars and eighty cents ($456.80), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said William B. S. Powell does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 12th day of August, nineteen hundred and twenty-five.

WITNESS. I. S. Mumford. W. B. S. Powell, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 12th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public, of said State, in and for the County aforesaid, personally appeared William B. S. Powell, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said William B. S. Powell, who has acknowledged the above release is the person named and described as and professing to be William B. S. Powell, the party in and to the same.

Seal of Notary. Irving S. Mumford, Sr., Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland, passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Samuel Ayres, of the full sum of one hundred thirty-seven dollars and four cents ($137.04), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Samuel Ayres, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 7th day of August, nineteen hundred and twenty-five.

WITNESS. Jas. H. Mumford. Samuel J. Ayres, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 7th day of August, nineteen hundred and twenty-five, before me, the subscriber, a J. P. of said State, in and for the County aforesaid, personally appeared Samuel Ayres, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own Knowledge I am satisfied that the said Samuel Ayres, who has acknowledged the above release is the person named and described as and professing to be Samuel Ayres, the party in and to the same.

Jas. H. Mumford, J.P.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs Levin D. Lynch, et al, to the undersigned Lee Lynch, of the full sum of two hundred twenty-eight dollars and forty cents ($228.40), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Lee Lynch, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 10th day of August, nineteen hundred and twenty-five.

WITNESS. Frank W. Truitt. Lee Lynch, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 10th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Lee Lynch, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Lee Lynch who has acknowledged the above release is the person named and described as and professing to be Lee Lynch, the party in and to the same.

Seal of Notary. F. W. Truitt, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Charles W. Purnell, of the full sum of six hundred eighty-five dollars and twenty cents ($685.20), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Charles W. Purnell does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 10th day of August, nineteen hundred and twenty-five.

WITNESS. Frank W. Truitt. Charles W. Purnell, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 10th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Charles W. Purnell, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Charles W. Purnell, who has acknowledged the above release is the person named and described as and professing to be Charles W. Purnell, the party in and to the same.

Seal of Notary. F. W. Truitt, Notary Public.

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KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Edward Lynch, of the full sum of two hundred twenty-eight dollars and forty cents ($228.40), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Edward Lynch does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 8th day of August, nineteen hundred and twenty-five.

WITNESS. Frank W. Truitt. Edward Lynch, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 8th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Edward Lynch, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Edward Lynch, who has acknowledged the above release is the person named and described as and professing to be Edward Lynch, the party in and to the same.

Seal of Notary. F. W. Truitt, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Isaac Lynch, of the full sum of two hundred twenty-eight dollars and forty cents ($228.40), audited and allowed to his, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Isaac Lynch, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 8th day of August, nineteen hundred and twenty-five.

WITNESS. Frank W. Truitt. Isaac Lynch, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 8th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared, Isaac Lynch, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Isaac Lynch, who has acknowledged the above release is the person named and described as and professing to be Isaac Lynch, the party in and to the same.

Seal of Notary. F. W. Truitt, Notary Public.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by John W. Staton and George H. Myers, trusteesunder a decree of the Circuit Court for Somerset County, Maryland, passed in Chancery cause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Levin D. Lynch et al to the undersigned Elizabeth A. Gunby of the full sum of three hundred forty two dollars and sixty cents ($342.60) audited and allowed her under the third audit, filed in said cause the receipt whereof is hereby acknowledged the said Elizabeth A. Gunby does hereby release acquit, exonerate and discharge the said John W. Staton and George H. Myers their heirs executors and administrators, from all and every action suit, claim or demand which could or might possibly be brought exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 7th day of August nineteen hundred and twenty five.

Edwin F. Wood, Witness Elizabeth A. Gunby (SEAL).

Stateof Delaware County of Kent to wit:

Be it remembered and I hereby certify that on this seventh day of August nineteen hundred and twenty five before me the subscriber a Notary Public of said state in and for the County aforesaid, personally appeared Elizabeth A. Gunby party to the above release or instrument of writing and acknowledged the same to be her act and deed. And I do further certify that of my own knowledge I am satisfied that the said Elizabeth A. Gunby who has acknowledged the above release is the person named and described as and professing to be Elizabeth A. Gunby the party in and to the same.

Seal of Notary.

My commission expires March 12th 1929. Edwin F. Wood, Notary Public.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset County. Maryland passed in Chancery cause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Levin D. Pyncy et al to the undersigned Guy Ayres of the full sum of one hundred thirty seve dollars and four cents ($137.04) audited and allowed to him, under the third audit, filed in said dause the receipt whereof is hereby acknowledged the said Guy Ayres does hereby release, acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs execotors and administrators from all and every action, suit claim or demand which could or might possibly be brought , exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given undermy hand and seal this 8 day of August nineteen hundred and twenty five.

Frank W. Truitt Guy R. Ayres (SEAL).

State of Maryland county of Worcester to wit:

Be it remembered and I hereby certify that on this 8th day of August nineteen hundred and twenty five before me the subscriber a Notary Public of said state in and for the county aforesaid personally appeared Guy Ayres party to the above release or instrument of writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Guy Ayres, who has acknowledged the above rlease is the person named and described and professing to be Guy Ayres the party in and to the same.

Seal of Notary.

F. W. Truitt Notary Public.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment of John W. Staton and George H. Myers, trustees under a decree of the Circuit Court for Somerset County Maryland passed in Chancery cause No. 3606 the same being the suit of Charles W. Purnell et al Vs., LevinD. Lynch et al to the undersigned James Powell of the full sum of four hundred fifty six dollars and eightycents ($456.80) audited and allowed to him, under the third audit, filed in said cause the receipt whereof is hereby acknowledged the said James Powell does hereby relea se acquit exonerate and discharge the said John W. Staton and George H. Myers their heirs, executors and administrators, from all and every action suit, claim or demand which could or might possibly bebrought exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 11th day of August nineteen hundred and twenty five.

Test: C. F. Matthews. James Powell (SEAL).

State of Virginia, County of Accomac to wit:

Be it remembered and I hereby certify that on this 11th day of August, nineteen hundred and twenty five before me the subscriber a Notary Public of the said state in and for the county aforesaid personally appeared James Powell party to the above release or instrument of writing and acknowledged the same to be his act and deed. And I dofurther certify that of my own knowledge I am satisfied that the said James Powell who has acknowledged the above release is the person named and described as and professing to be James Powell the party in and to the same

Seal of Notary. C. F. Matthews Notary Public.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by John W. Staton and George H. Myers trustees under a decree of the Circuit Court for Somerset County Maryland, passed in Chancerycause No. 3606 the same being the suit of Charles W. Purnell et al Vs. Levin D. Lynch et al. to the undersigned Levin D. Lynch of the full sum of two hundred twenty eight dollars and forty cents ($228.40) audited and allowed to him under the third audit filed in said cause the receipt whereof ishereby acknowledged the said Levin D. Lynch does hereby release acquit, exonerate and discharge the said John W. Staton and George H. Myers their heirs executors and administrators from all and every action, suit, claim or demand which could or might possible be brought , exhibited or prosecuted against them or any of them for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 6th day of August nineteen hundred and twenty five.

Frank W. Truitt Witness Levin D. Lynch (SEAL).

State of Maryland County of Worcester towit:

Be it remembered and I hereby certify that on this 6th day of August, nineteen hundred and twenty five before me the subscriber a Notary Public of said state, in and for the County aforesaid, personally appeared Levin D. Lynch party to the above release or instrument of writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Levin D. Lynch who has acknowledged the above releae is the person named and described as and professing to be Levin D. Lynch the party in and to the same.

Seal of Notary.

F. W. Truitt, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned, Theodore M. Purnell, of the full sum of six hundred eighty-five dollars and twenty cents ($685.20), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Theodore M. Purnell, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 8th day of August, nineteen hundred and twenty-five.

WITNESS. Jno. E. Smith. Theodore M. Purnell, (SEAL).

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

Be it remembered, and I hereby certify that on this 8th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Theodore M. Purnell, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Theodore M. Purnell, who has acknowledged the above release is the person named and described as and professing to be Theodore M. Purnell, the party in and to the same.

Seal of Notary. Jno. E. Smith, Notary Public.

KNOW ALL MEN BY THESE PRESENTS. That in consideration of the payment by John W. Staton and George H. Myers, trustees, under a Decree of the Circuit Court for Somerset County, Maryland passed in Chancery cause, No. 3606, the same being the suit of Charles W. Purnell, et al vs. Levin D. Lynch, et al, to the undersigned Thomas H. Brittingham, of the full sum of three hundred forty two dollars and sixty cents ($342.60), audited and allowed to him, under the third audit, filed in said cause, the receipt whereof is hereby acknowledged, the said Thomas H. Brittingham, does hereby release, acquit, exonerate and discharge the said John W. Staton and George H. Myers, their heirs, executors and administrators, from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the said sum of money paid as aforesaid or the payment thereof.

Given under my hand and seal this 8th day of August, nineteen hundred and twenty-five.

WITNESS. Sallie E. Johnson. Thomas H. Brittingham, (SEAL).

STATE OF VIRGINIA, COUNTY OF ACCOMAC, TO WIT:

Be it remembered, and I hereby certify that on this 8th day of August, nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of said State, in and for the County aforesaid, personally appeared Thomas H. Brittingham, party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed. And I do further certify that of my own knowledge I am satisfied that the said Thomas H. Brittingham, who has acknowledged the above release is the person named and described as and professing to be Thomas H. Brittingham, the party in and to the same.

C. A. Shamard, Notary Public.
My Comm. Exps. 2/15/29.

And thereafter to wit on the 10th of June, 1926 the following Petition and order of Court was filed:

EGOAG

Charles W. Purnell) In the Circuit Court for Somerset County, Maryland.
Vs.) No. Chancery.
Levin D. Lynch, et al)

To the Honorable, the Judges of said Court:

The petition of Elsie M. Birch, formerly Elsie M. Ayres, of the County of Accomac in the State of Virginia, respectifully represents:

1. That Zadok H. Ayres and Esther Alonta Ayres, two of the defendants in the above case, are infants and non-residents of the State of Maryland, residing in the County of Accomac in the State of Virginia.

2. That the said Zadok H. Ayres and Esther Alonta Ayres are each entitled to a distributive share of the proceeds of the sale of the real estate in the above case described, as will more fully appear by reference to the proceedings herein.

3. That the said non-resident infants have a guardian regularly appointed in the State of Virginia, being the State in which said infants reside.

4. That your petitioner is the duly appointed guardian of said infants by virtue of appointment of the Circuit Court for the County of Accomac in the State of Virginia, such Court being the proper authority for such appointment.

5. That your petitioner has given good and sufficient security for the faithful performance of her trust as guardian as aforesaid, and that as such guardian in the State of Virginia she there has the custody of the persons of said infants.

6. That the entire amount of personal property, including that in the State of Maryland, belonging to said infants is as follows:

(a) Amount of distributive share of the said Zadok H. Ayres now in the hands of Charles W. Purnell and Levin D. Lynch, administrators of the last will and testament of Amelia J. Lankford, late of Somerset County, deceased, including interest allowed by the Bank of Ocean City, Ocean City, Maryland, being the bank in which said money is on deposit, to January 1, 1926. $787.44

(b) Amount of distributive share of the said Esther Alonta Ayres now in the hands of Charles W. Purnell and Levin D. Lynch, administrators of the last will and testament of Amelia J. Lankford, late of Somerset County, deceased, including interest allowed by the Bank of Ocean City, Ocean City, Maryland, being the bank in which said money is on deposit, to January 1, 1926. $787.44

(c) Amount of distributive share of the said Zadok H. Ayres from the proceeds of the sale of the real estate of which said Amelia J. Lankford died seized, in the hands of George H. Myers and John W. Staton, Trustees, including interest to January 1, 1926, allowed by the Bank of Somerset, Princess Anne, Maryland, being the bank in which said fund is on deposit. $511.68

(d) Amount of distributive share of the said Esther Alonta Ayres from the proceeds of the sale of the real estate of which said Amelia J. Lankford died, seized, in the hands of George H. Myers and John W. Staton, Trustees, including interest to January 1, 1926, allowed by the Bank of Somerset, Princess Anne, Maryland, being the bank in which said fund is on deposit. $511.68

(e) Amount now in the hands of this guardian for account of the said Zadok H. Ayres being the balance of his distributive share from the estate of his father, Zadok H. Ayres, late of Worcester County, Maryland, deceased, heretofore transferred to this guardian from Worcester County, Maryland. $158.33½.

(f) Amount now in the hands of this guardian for account of the said Esther Alonta Ayres being the balance of her distributive share from the estate of her father, Zadok H. Ayres, late of Worcester County, Maryland, deceased, heretofore transferred to this guardian from Worcester County, Maryland. $158.33½

7. That there has not come nor does there appear likely to come into the hands of this guardian any income arising from any real estate of the said infants other then as hereinbefore set out.

8. Your petitioner herewith files as a part hereof a duly authenticated copy of the record of her appointment and qualification as such guardian and of her bonds so given as aforesaid.

9. Your petitioner also files herewith an affidavit of David W. Watson of the County of Accomac in the State of Virginia, a disinterested and credible witness, proving the sufficiency of the said security.

Your petitioner, therefore, prays for an order for the payment transfer and delivery to her, as guardian as aforesaid, of the distributive shares of the said Zadok H. Ayres and Esther Alonta Ayres infants, in the proceeds of the sale of the real estate in the above cause described and

now in the hands of George H. Myers and John W. Staton, Trustees, less the costs of this petition and order and a reasonable fee to the attorneys for your petitioner for their professional service in connection herewith.

And as in duty bound, etc.

Elsie M. Birch,
Guardian for Zadok H. Ayres and
Esther Alonta Ayres.

Miles & Myers.
Staton & Whaley, Solicitors for
Petitioner.

Affidavit.

State of Virginia, County of Accomac, to wit:

I hereby certify that on this 23rd day of April, 1926, before the subscriber, a Notary Public of the State of Virginia in and for the County of Accomac, personally appeared Elsie M. Birch, formerly Elsie M. Ayres, guardian to Zadok H. Ayres and Esther Alonta Ayres, infant distributees, as in the foregoing petition set forth, and made oath in due form of law that the matter and things stated in the foregoing petition are true to the best of her knowledge, information and belief.

Seal
of
Notary.

In testimony whereof I hereunto subscribe my name and affix my notarial seal the day and year aforesaid.

Daniel Jeffries, Notary Public.
My. Com. expires, 2/20/28.

Affidavit.

State of Virginia, County of Accomac, to wit:

I hereby certify that on this 23rd day of April, 1926, before the subscriber, a Notary Public of the State of Virginia in and for Accomac County, personally appeared David W. Watson of said County and State, a disinterested and credible witness, and made oath in due form of law that he is familiar with the financial resources and responsibility of Elsie M. Birch, formerly Elsie M. Ayres, and of the sureties on her bonds in the said Accomac County, State of Virginia, as guardian for Zadok H. Ayres and Esther Alonta Ayres, infants, and that in his judgment the bonds taken in Accomac County in the State of Virginia of the said Elsie M. Birch, formerly Elsie M. Ayres, as guardian for Zadok H. Ayres and Esther Alonta Ayres, are good and sufficient security for the faithful performance of her said trust.

David W. Watson, Affiant.

Seal
of
Notary.

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

Daniel Jeffries, Notary Public.

My Com. expires, 2/20/28.

Virginia:-At a Circuit Court held for the County of Accomac, on the 19th day of October, A.D.1920.

Elsie M. Ayres is, by the Court, appointed guardian of Esther A. Ayres and Zadok H. Ayres, deceased. And thereupon, the said Elsie M. Ayres appeared in Court and qualified as such guardian by entering into bond, conditioned according to law, in the penalty of Thirty five hundred dollars ($3500.00), with Elmer W. Watson and Edward F. Clark, sureties therein, the said Edward F. Clark justified his sufficiency on oath, and the said Elmer W. Watson signing and acknowledging said bond by Warner Ames, his Attorney-in-Fact, by virtue of a Power of Attorney under his hand and seal, duly acknowledged and certified, and to said bond annexed. And said bond having been acknowledged by the obligors therein, it is ordered that the same, together with the Power of Attorney thereto annexed, be recorded.

Know all men by these Presents,

THAT WE, Elsie M. Ayres, Elmer W. Watson and Edward F. Clark, are held and firmly bound unto the Commonwealth of Virginia, in the just and full sum of Thirty Five Hundred Dollars, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our respective exemptions as to this obligation; and we also waive, respectively, any claim or right to discharge any liability to the said Commonwealth arising under this bond

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or by virtue of the office, post, or trust hereinafter mentioned, with cupons detached from bonds of the said Commonwealth of Virginia.

Sealed with our Seals, and dated this 19th day of October, A.D. One thousand nine hundred and twenty and in the 145th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Elsie M. Ayres, Guardian of Esther A. Ayres and Zadok H. Ayres orphans of Zadok H. Ayres, deceased, shall faithfully discharge the duties of her office, post, or trust aforesaid, then this obligation to be void otherwise to remain in full force and virtue.

Esie M. Ayres, (SEAL).

Signed, Sealed and Acknowledged in the presence of
Robt. H. Oldham

Elmer W. Watson by Warner Ames his Attorney in fact by virtue of Power of Attorney hereto annexed (SEAL).
Edward F. Clark (SEAL).

Virginia: At a Circuit Court held for the County of Accomack, on the 19th day of October, A.D. 1920:

This bond from Elsie M. Ayres Guardian of Esther A. Ayres and Zadok H. Ayres orphans of Zadok H. Ayres deceased, and others to the Commonwealth of Virginia, was executed and aknowledged by the obligors therein, and with the Power of Attorney thereto annexed, ordered to be recorded, the sureties in said bond having first justified their sufficiency on oath.

Test: John D. Grant, Jr., Clerk,
by Robt. H. Oldham, Dy.

(25¢ U. S.)
(Int. Rev.)
(Stamp)
(cancelled)

KNOW ALL MEN BY THESE PRESENTS, that we, Elmer W. Watson and Edward F. Clark, of Accomack County, Virginia, have made, constituted and appointed, and by these presents do make, constitute, and appoint Warner Ames, of said County and State, our true and lawful attorney in facto, for us and each of us, and in our names, place and stead to appear before the Honorable James H. Fletcher, Jr., Judge of the Circuit Court for the said County of Accomac, in the said State of Virginia, or before John D. Grant, Jr., Clerk of said Court, and for us, and each of us, and in our names, place and stead, to sign, seal and acknowledge, as surety for Elsie M. Ayres, such bond or bonds, in such amount or amounts, as may be required of her, the said Elsie M. Ayres, as Guardian of her two infant children, Zadoc Ayres and Esther Ayres, as amply and fully to all intents and purposes, as we, ourselves, might or could do, if acting personally. And we hereby ratify and confirm all lawful acts done by our said Attorney in Fact by virtue hereof.

Given under our hands and seals, this the 18th day of October, A.D. 1920.

Elmer W. Watson, (SEAL)

Edward F. Clark, (SEAL)

State of Virginia, County of Accomac, to wit:-

I, Walter M. Clark, a Notary Public of and for the County and State aforesaid, do hereby certify that Elmer W. Watson and Edward F. Clark, whose names are signed to the foregoing writing, bearing date on the 18th day of October, A.D. 1920, have acknowledged the same before me, in my County and State aforesaid.

Walter M. Clark, Notary Public.

And I do further hereby certify that the said Elmer W. Watson and Edward F. Clark, at the same time and place made oath before me that they are, after the payment of all their just debts and other sums of money, for which they are bound as surety, or expect to have to pay, are worth the sum of Six Thousand Dollars, ($6,000.00).

Given under my hand this 18th day of October, A. D., 1920.

My commission expires April 22, 1922. Walter M. Clark, Notary Public.

Virginia:- At a Circuit Court held for the County of Accomack, on the 5th day of April, A.D., 1926.

It appearing to the Court that additional funds have come into the hands of Elsie M. Birch, nee Ayres, guardian of Zadock H. Ayres and Esther Alonta Ayres, orphans of Zadock H. Ayers,

deceased, on the motion of said guardian she is hereby permitted to give before this Court a supplemtal bond in the penalty of Three Thousand Dollars ($3,000.00), And thereupon, the said Elsie M. Birch, nee Ayres, executed said supplemental bond in the penalty of Three Thousand Dollars ($3,000.00) with National Surety Company, surety therein, said National Surety Company signing and acknowledging said bond by Robert H. Oldham, its Attorney-in-Fact, by virtue of a Power of Attorney duly recorded in the Clerk's Office of said Court. And said bond having been acknowledged by the obligors therein, it is ordered that the same be recorded. It is ordered by the Court that the bond executed by said guardian on the 19th day of October, 1920, in a penalty of Three Thousand, Five Hundred Dollars ($3,500.00) be kept in effect along with the supplemental bond this day executed by said guardian in a penalty of Three Thousand Dollars ($3,000.00), making the aggregate penalty of said bonds Six Thousand, Five Hundred Dollars ($6,500.00).

Know all Men by these Presents,

THAT WE, Elsie M. Birch nee Ayres, and National Surety Company, are held and firmly bound unto the Commonwealth of Virginia, in the just and full sum of Three Thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our respective exemption as to this obligation; and we also waive, respectively, any claim or right to discharge any liability to the said Commonwealth arising under this bond or by virtue of the office, post, or trust hereinafter mentioned, with coupons detached from bonds of the said Commonwealth of Virginia.

Sealed with our Seals, and dated this 5th day of April, A. D. One thousand nine hundred and twenty-six and in the 150th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Elsie M. Birch, nee Ayres, Guardian of Zadock H. Ayres and Esther Alonta Ayres, orphans of Zadock H. Ayres, deceased, shall faithfully discharge the duties of her office, post, or trust aforesaid, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and acknowledged in the presence of John D. Grant, Jr.

Seal of National Surety Company
Incorporated 1897
New York.

Elsie M. Birch (SEAL)

National Surety Company by Robert H. Oldham, its Attorney in Fact, by virtue of a Power of Attorney duly recorded in Accomack Circuit Court Clerk's Office.

Virginia:-At a Circuit Court held for the County of Accomack, on the 5th day of April, A.D. 1926.

This bond from Elsie M. Birch, nee Ayres Guardian of Zadock H. Ayres and Esther Alonta Ayres, orphans of Zadock H. Ayres, deceased, and another to the Commonwealth of Virginia, was executed and acknowledged by the obligors therein, and ordered to be recorded.

Teste: John D. Grant, Jr., Clerk.

(25¢ U. S. Int.
(Rev. Stamp
(cancelled.

KNOW ALL MEN BY THESE PRESENTS, that the NATIONAL SURETY COMPANY, a New York Corporation, having its principal office in the City, County and State of New York, doth hereby make, constitute and appoint Robert H. Oldham of Accomac State of Virginia its true and lawful Attorney-in-Fact, with full power and authority hereby conferred, to sign execute, acknowledge and deliver in its name, place and stead, as surety, bonds, undertakings and writings obligatory in the nature thereof as follows:-

1. For Administrators, Assignes, Conservators, Committees of Incompetents, Executors, Guardians, Trustees, Receivers, Special Commissioners and Trustees and Receivers in Bankruptcy Proceedings, conditioned for the faithful performance of their duties, as and when required to be given by any Statute, Order or Decree of any Court of the State of Virginia or in the District Courts of the United States of American in said State, provided however, that none of the bonds described in this paragraph shall exceed ONE HUNDRED THOUSAND ($100,000) DOLLARS.

2. All bonds upon removal of cause to the Federal Courts, for petitioning creditors in

bankruptcy, for the payment of costs by plaintiffs, upon the granting of attachments, garnishments, injunctions, and writs of replevin, required to be given in the said Courts above mentioned, provided, however, that none of the bonds specified in this paragraph shall exceed two thousand (2,000) dollars and provided further, that this instrument confers no authority to execute bonds to discharge attachments or garnishments, or to dissolve injunctions, or to release property in replevin suits or proceedings and when said bonds, undertakings and writings obligatory are signed by the said Robert H. Oldham as such Attorney-in Fact, to bind the Company as fully and to the same extent as if the same were signed by the President of the Company, sealed with its common seal, and duly attested by its Secretary; and the said Company hereby ratified and confirms all the acts of the said Attorney-in Fact done pursuant to the power and authority herein given.

This Power of Attorney is made and executed in accordance with and by authority of the following By-Laws adopted by the Board of Directors of the NATIONAL SURETY COMPANY at a meeting duly called and held on the second day of February, 1909.

"ARTICLE XII. Resident officers and Attorneys-in-Fact.

"SECTION 1. The President, First Vice-President or any other Vice-President may from time to time "appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and "on behalf of the Company, and either the President, First Vice President, or any other Vice-President, the Board of Directors or the Executive Committee may at any time remove any such Resident Vice Presidents, Resident Assistant Secretary or Attorney-in Fact and revoke the power and authority given him.

"SECTION 4. Attorneys-in-Fact, Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company, any and all bonds recognizances, contracts of indemnity and other writings obligatory im the nature of a bond, recognizance or conditional undertakings; and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as is signed by the President and sealed and attested by the Secretary".

AND, at a meeting of the Board of Directors of the NATIONAL SURETY COMPANY, duly called and held on the Seventh day of March, A. D. 1912, a quorum being present, the following additional section to the foregoing By-Law was adopted:

"SECTION 6, Attorneys-in-Fact. Attorneys-in-Fact are hereby authorized to verify any affidavit to verify any affidavit required to be attached to bonds, recognizances or contracts of idemnity, policies of insurance and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any By-Laws contained in Articles VI, XII and XIII of the By-Laws of the Company".

IN WITNESS WHEREOF, the NATIONAL SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 28th day of October, A. D. 1921.

NATIONAL SURETY COMPANY

Attest: M. Crooke
Assistant Secretary.

Seal of National Surety Company, Incorporated 1897. New York.

J. L. Mee
Vice-President.

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

On the 28th day of October A. D. 1921, before me personally came J. L. Mee to me known, who being by me duly sworn did depose and say, that he resides in the City of New York; that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the above instrument; that he known the seal of said ocrporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order and that said J. L. Mee whose name is signed to annexed writing, dated October 28th, 1921 acknowledged the same before me in said New York County.

M. M. Miller
Notary Public for Kings County No. 26.
Certificate filed in New York County No. 40
Bronx No. 1, Queens No. 667 Richmond & Westchester Counties
Kings County Register's Office No. 2028
New York County Register's Office No. 2018
Bronx County Register's Office No. 2200
My Commission expires March 30, 1922.

Seal of
M. M. Miller
Notary Public
Kings County.

Virginia:-Accomack Circuit Court Clerk's Office, January 12th, A. D., 1922.

This Power of Attorney from National Surety Company to Robert H. Oldham, was with the certificate of the acknowledgment thereof thereto annexed received by me in the Clerk's Office this day and admitted to record.

Teste: John D. Grant, Jr., C.C.

State of Virginia, County of Accomack, to wit:-

I, John D. Grant, Jr., Clerk of the Circuit Court for the County of Accomack, in the State of Virginia, do hereby certify that the foregoing are true transcripts from the records of the said Court.

Seal
of
Court.

In testimony whereof, I hereunto set my hand and annex the seal of the said Court this 14th day of April, A.D., 1926, and in the 150th year of our Commonwealth.

John D. Grant, Jr., Clerk.

State of Virginia, County of Accomack, to wit:-

I, N. B. Wescott, only Judge of the Circuit Court for the County of Accomack, in the State of Virginia, do hereby certify that the foregoing attestation of John D. Grant, Jr., Clerk of the Circuit Court for the County of Accomack, in the State of Virginia, is in due form and by the proper officer.

Given under my hand at Accomack Court House, Virginia, this 14th day of April, A. D., 1926, and in the 150th year of our Commonwealth.

N. B. Wescott, JUDGE.

State of Virginia, County of Accomack, to wit:-

I, John D. Grant, Jr., Clerk of the Circuit Court for the County of Accomack, in the State of Virginia, do hereby certify that the Honorable N. B. Wescott, by whom the above certificate was given, and who hath thereto subscribed his name, was, at the time of so doing, only Judge of the Circuit Court for the County of Accomack, in the State of Virginia, duly elected, commissioned and qualified.

Seal
of
Court.

In testimony whereof, I hereunto set my hand and annex the seal of the said Court, this 14th day of April, A. D., 1926 and in the150th year of our Commonwealth.

John D. Grant, Jr., Clerk.

Charles W. Purnell	)	In the Circuit Court for Somerset County,
Vs.-	)	Maryland.
Levin D. Lynch et al.	)	No. Chancery.

Upon the foregoing petitions, affidavits and exhibits filed, it is this 8th day of June, 1926, ordered by the Circuit Court for Somerset County, Maryland, sitting in Equity, that the costs, incident to this petition and order and the sum of fifty & 00/100 dollars to Staton & Whaley and Miles & Myers, for their professional services in connection herewith be paid from the funds referred to in these proceedings and that the balance thereof be paid by George H. Myers and John W. Staton, Trustees, to Elsie M. Birch, formerly Elsie M. Ayres, guardian of the non-resident infants, Zadok H. Ayres and Esther Alonta Ayres, and the receipt and release of the said guardian to the said Trustees shall be a sufficient release of the said Trustees as to the fund distributed to the said Zadok H. Ayres and Esther Alonta Ayres in the reports and statements of the auditor of this Court filed in the above case and heretofore finally ratified by this Court.

Robert F. Duer, Judge.

And thereafter to wit on the fifteenth day of July, 1926, the following release of Elsie M. Birch Guardian of Zadok Ayres and Esther A. Ayres as follows:

Know all men by these presents that I Elsie M. Birch guardian of Zadoc H. Ayres and Esther Alonta Ayers have received of John W. Staton and George H. Myers trustees to sell the real estate of Amelia J. Lankford, deceased, the sum of nine hundred ninety three dollars and seventy six cents ($993.76) in full for the distributive share of Zadoc H. Ayres and Esther Alonta Ayres, minor children of Zadock H. Ayres deceased, from the proceeds of the sale of the real estate of which Amelia J. Lanfkrod late of Somerset County died seized being the sum of ten hundred forty dollars and seventy six cents including interest, less fifty dollars fee allowed to Staton & Whaley and Miles & Myers by order of Court filed in No. 3606 Chancery in the Circuit Court for Somerset County aforesaid and in consideration thereof I do hereby release acquit, exonerate and dischange the said John W. Staton and George H. Myers, Trustees their heirs personal representatives and assigns from all and every liability, claim or demand ehatsoever for on on account of said proceeds of sale by the said minor children or anyone claiming by through or for them, hereby declaring myself as such guardian and the said minor children fully satisfied contented and paid. Witness ky hand and seal this 10th day of July 1926.

Witness: Warner Ames.

Elsie M/ Birch (SEAL).
Guardian of Zadoc H. Ayres and Esther Alonta Ayres.

State of Virginia, Accomac County to wit:

I hereby certify that on this 10th day of July 1926, before the subscriber a Notary Public of the state of Virginia, in and for Accomac County personally appeared Elsie M. Birch guardian of Zadoc H. Ayres and Esther Alonta Ayres and did acknowledge the foregoing release to be her act as such guardian.

Seal of Notary.

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

C. A. Howard, Notary Public.

And thereupon it is ordered b the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: Jerome Sterling ,Clerk.

***

John B. Robins , Ex Parte, under trust created by mortgage from Joseph Sterling and Adear Sterling his wife, to The Marine Bank of Crisfield, by John B. Robins, Attorney named in said mortgage.	Be it remembered that heretofore to wit on the 18th July 1922 a certain The Marine Bank of Crisfield by John B. Robins its Solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to The Marine Bank of Crisfield by a certain

Joseph Sterling and Andear Sterling his wife, which said mortgage is in the words following, to wit

THIS MORTGAGE, made this 15th day of July in the year nineteen hundred and twenty two by Joseph Sterling and Andear Sterling his wife of Somerset County in the state of Maryland:

Whereas, the said Joseph Sterling and Andear Sterling his wife have this day borrowed from "The Marine Bank of Crisfield" (a body corporate existing under the laws of the stateof Maryland) the sum of Seven Hundred dollars ($700.00) which sum has been advanced by the said Bank to the said Joseph Sterling and Andear Sterling his wife for the purpose of enabling them to pay off the balance of the purchase price of certain real estate hereinafter mentioned and described and whereas the said Joseph Sterling and Andear Sterling his wife have executed and delivered unto the said Bank their bill obligatory for the said sum of Seven Hundred dollars ($700.00) dated evenly herewith, payable one year after date, with interest from date, which said interest is to be paid every four months and whereas for the purpose of further securing the payment of said sum of money with interest and payable as aforesaid, the said Joseph Sterling and Andear Sterling his wife have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid, the said Joseph Sterling and Andear Sterling his wife have granted and by these presents do grant and convey unto the said The Marine Bank of Crisfield" a body corporate as aforesaid its successors and assigns, all that lot or parcel of land situate lying and being in Asbury District, Somerset County, state of Maryland, and described as follows:

Beginning for the same at the south west corner of the land of George Williams formerly the parsonage property of Asbury Methodist Episcopal Church, thence running in an easterly direction by and with the land of the said George Williams, a distance of thirty three and one half yards, thence in a southerly direction by and with the reserved land of Sarah A. Parker, a distance of thirty eight yards to the land of Abraham L. White, thence in a westerly direction by and with the land of the said Abraham L. White, a distance of thirty four yards, to a sixteen foot lane belonging to Sarah A. Parker, and thence in a northerly direction by and with said sixteen foot lane, a distance of thirty six yards to the place of beginning, together with a right of way to the said Joseph Sterling his heirs and assigns, and as appurtenant to the land hereby conveyed, over the aforesaid sixteen foot lane to the County road, the same being all the real estate conveyed unto the said Joseph Sterling by Samuel T. Parker and Sarah A. Parker his wife by deed bearing date the 20th day of March 1922, and duly recorded among the land records of Somerset County in Liber W.J.S. No. 85 folio 457 etc., to which said deed and records special reference is here made for a more accurate description of the land and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee its successors and assigns forever.

Provided that if thesaid Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

EBOVE

And it is agreed that untildefault be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments public duesm charges, mortgage debt and interest aforesaid the said Joseph Sterling and Andear Sterling his wife mortgagors do hereby covenant to pay when legally demandable,

But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them at the time limited for the payment of the same, in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable. and it shall be lawful for the said Mortgagee its successors or assigns or John B. Robins, its and their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner andterms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property, equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, secondly to the payment of all claims of the said Mortgagee its successors and assigns, under this mortgage whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagors or any person in their behalf shall pay said mortgage debt interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least seven hundred dollars and to cause the policy to be effected thereunto be so framed or endorsed as in case of fire, to inure to the benefit of the said mortgagee its successors and assigns to the extent of the line or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for ssuch insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secuted with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Herman F. Nelson. Jo. Sterling (SEAL).

Andear Sterling (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 15th day of July in the year nineteen hundred and twenty two before me the subscriber a Notary Public of the state of Maryland in and for Somerset

Somerset County aforesaid personally appeared Joseph Sterling and Andeared Joseph Sterling and Andear Sterling his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Gordon T. Atkinson, President of The Marine Bank of Crisfield, mortgage and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and the said Gordon T. Atkinson, further made oath as aforesaid, that he is president of The Marine Bank of Crisfield, mortgagee and its duly authorized agent for the purpose of making this affidavit.

Seal of Notary. In testimony whereof, I hereunto subscribe my name and affix my Notarial seal the day and year last aforesaid,

Herman F. Nelson, Notary Public.

Received for record 18th July 1922 and recorded in Liber W.J.S. No. 83 folio 326 one of the land Records of Somerset County.

Per W. Jerome Sterling, Clerk.

Bill Obligatory filed with said Mortgage.

$700.00.

One year after date, for value received, we jointly and severally promise to pay unto The Marine Bank of Crisfield (a body corporate existing under the laws of the State of Maryland) the sum of Seven Hundred dollars with interest from this day until paid, which said interest is to be paid every four months.

This ibligation is secured by purchase money mortgage dated evenly herewith on certain real estate in Asbury District, Somerset County and state of Maryland.

Witness our hands and seals this fifteenth day of July in the year nineteen hundred and twenty two.

Witness: Jo. Sterling (SEAL).

Herman F. Nelson. Andear Sterling (SEAL).

And thereupon the said John B. Robins trustee filed in Court here a bond in the words following: KNOW ALL MEN BY THESE PRESENTS: That we John B. Robins as principal and the United states Fidelity and Guaranty Company 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 One 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 deated this 15th day of July in the year of Our Lord 1922,

Whereas the above bounden John B. Robins by virtue of the power contained in a mortgage from Joseph Sterling and Andear Sterling his wife to The Marine Bank of Crisfield bearing date the fifteenth day of July and recorded among the mortgage records of Somerset County in Liber W.J.S. No. 83 folio 326 and C. 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 B. Robins do and shall well and truly and faithfully perform thetrust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of. Corporate Seal. John B. Robins (SEAL).

United States Fidelity and Guaranty Company.

Rachel M. Jones. By Frederick E. Gardner. Attorney in fact.

Attest Rachel M. Jones.

E3046

Which said Bond was thus thereon endorsed.

Bond Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 16th 16th day of August 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit thereunto annexed, which said report and affidavit as aforesaid filed are in the words following to wit:

John B. Robins, exparte under trust	)	
created by mortgage from Joseph Sterling and	)	No. 3886 Chancery
Andear Sterling to The Marine Bank of Crisfield	)	In the Circuit Court
by John B. Robins, attorney named in said mortgage.	)	For Somerset County
		Maryland, In Equity.

To the Honorable the Judges of the Circuit Court for Somerset County Maryland, In Equity:

The report of John B. Robins, the attorney named in said mortgage, for the purpose of foreclosure from Joseph Sterling and Andear Sterling, his wife to The Marine Bank of Crisfield, bearing date the 15th day of July, 1922, and recorded among the land records for Somerset County, Maryland in Liber W.J.S. NO. 83 folio 326 etc., respectfully represents:

That after having given bond with approved security as required by the decree, and for the faithful performance of the trust, and havingcomplied with all the other requisites as required by law, and the said mortgage, and having given the required notice of the time, place manner and terms of sale, by advertisement in the Crisfield Times, a newspaper published in Somerset County, Maryland, for more than twenty days notice before the day of sale he did pursuant to said notice attend in front of the Post office in the City of Crisfield, Maryland, on Saturday August 14th 1926, at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell said real estate being the real estate mentioned and described in said mortgage, that is to say: All that lot or tract of land situate lying and being in Asbury District, Somerset County Maryland, on the southerly side of County Road leading from Crisfield High School to Asbury M. E. Church beginning for the same at the south west corner of land owned or formerly owned by George Williams, thence running in an easterly direction by and with the land of the said William s a distance of 33 1.2 yards, thence in a southerly direction by and with the land of Sarah A. Parker a distance of 38 yards to the land owned or formerly owned by Abraham L. White, thence in a westerly direction by and with the land of the said White a distance of 34 yards to a 16 foot lane belonging to Sarah A. Parker and thence in a northerly direction by and with said 16 foot lane a distance of 36 yards to the place of beginning with a right of way over said 16 foot lane, as appurtenant to the land hereby reported, to the County road, the same being all the real estate conveyed unto Joseph Sterling by Samuel T. Parker and Sarah A. Parker his wife, by deed dated March 20, 1922, and recorded in Liber W.J.S. No. 85 folio 457 etc., and sold the same to the Marine Bank of Crisfield a body corporate being the said mortgagee it being then and there the highest bidder therefor at and for the sum of $500 and the saud purchaser has complied with the terms of sale by paying cash.

And the Trustee brings into Court the money arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins
Attorney named in said Mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 16th day of August in the year nineteen hundred and twenty six before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid personally appeared John B. Robins, the attorney named in the foregoing report of sale and made oath in due form of law that the matters and things stated in said report of sale are true and bona fide to the best of his knowledge and belief and that the sale therein reported was faitly made.

Seal of Notary.

Mary J. Sterling N.P.

Upon which said report the Clerk of the Circuit Court here passed the following order.

John B. Robins ex parte under trust created by mortgage from Joseph Sterling and Andear Sterling his wife, to The Marine Bank of Crisfield, by John B. Robins attorney named in said mortgage.	No. 3886 Chancery In the Circuit Court For Somerset County Maryland. In Equity.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County Maryland, in Equity, this 16th day of August 1926, that the report of John B. Robins, the attorney named in the above cause and the sale of real state by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed before the 16th day of September, 1926 provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, Maryland once in each of three successive weeks before the 14th day of September 1926.
The report states the amount of sale to be $500.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 28th day of September 1926 come again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

It having been proved to the Court here that a copy of the preceeding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown it is this 28th day of September 1926, ordered by the Circuit Court for Somerset County Maryland in Equity, that the report of John B. Robins the attorney named in said mortgage and the sale by him reported be and the same are hereby finally ratified and confirmed

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid beentered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling ,Clerk.

State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity, begun and held at Princess Anne Town, in and for said county on the first Monday in November being thelst day of the same month in the year of our Lord One thousand nine hundred and twenty six.

Were Present:

Hon John R. Pattison Chief Judge.
Hon. Joseph L. Bailey Asso Judge .
Hon. Robert F. Duer Asso Judge.

Luther Saugherty Esq., Sheriff. W. Jerome Sterling, Clerk.

In therecord of proceedings ofsaid Court, among others were the following to wit:

nnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnnn

George H. Muers Ex Parte under power of mortgage from Eliza J. Matthews.

Be it remembered that heretofore to wit on the 13th day of September 1926 a certain Francis E. Matthews of Somerset County and state of Maryland by George H. Myers his solicitor exhibited and filed in the Circuit Court here a certain Mortgage executed and delivered to Francis E. Matthews by a certain Eliza J. Matthres of said County and state which said mortgage is in the words following to wit:

THIS MORTGAGE, made this twenty ~~eighth~~ SIXTH day of January in the year nineteen hundred and sixteen by Eliza J. Matthews and Francis Matthews, her husband of Somerset County in the state of Maryland, Witnesseth:

Whereas the said Eliza J. Matthews and Francis Matthews her husband are justly and bona fide indebted to Francis E. Matthews of said Somerset County in the full and just sum of One Thousand seven hundred and swventy six dollars and twenty fiveents and have given therefor their bill obligatory of even date for said principal sum, payable to the said Francis E. Matthews, his personal representatives or assigns one year after daid date with interest from date, to better secure the payment of which said sum and interest when and as the same shall become due and payable these presents are executed.

Now therefore this mortgage witnesseth: That in consideration of the premises and the sum of one dollar the said Eliza J. Matthews and Francis Matthews her husband do grant and convey unto the said Francis E. Matthews his heirs and assigns, all that far, tract or parcel of land whereon the said mortgagers now reside, situate in Dublin Election District, in said Somerset County, and being the same land which was conveyed to the said Eliza J. Matthews by Levin L. Waters and Henry Page, Trustees by deed dated February 21, 1882, and recorded among the land records of said Somerset County in Liber B.F.L. No. 4 folio 463 et seq., and being the same land which was conveyed to John Townsend by James J. Moore and wife to which said deed and all the referemces therein contained special reference is hereby made as part hereof for more full and particular description of the property hereby mortgaged/

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues charges, mortgage debt and interest aforesaid the said

Elizah J. Matthews and Francis Matthews her husband do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue or in any part of either one of them , at the time limited for the payment of the same, or in any agreement covenant or condition ofthis mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal representatives or assigns or Joshua W. Miles or George H. Myers their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns; and which sale shall be made in the manner following viz: Upon giving twenty days notice of the time place manner and terms of sale by advertisement in some newspaper printed in said Somerset County and such other notice as by the party making sale may be deemed expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply first to the payment of allexpenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said mortgagee personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that the said mortgaged property, or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable Attorney's fee and one half the commission hereinbefore mentioned under said powers shall be stopped or stayed unless all of said costs. fees and commissionss shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under adecree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Fourteen Hundred dollars and to cause the policy to be affected thereon to be so endorsed or farmed as in case of fire to inure to the benefit of the said Mortgagee his personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee and to deposit the policy or policies as aforesaid the said mortgagee hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Francis D. Young. Revenue Stamp ,10¢ Eliza her X mark. J. Matthews (SEAL).
Francis Matthews (SEAL).

State of Maryland, Worcester County to wit:

I hereby certify that on this 26 day of January in the year nineteen hundred and sixteen before me the subscriber a Notary Public of theState of Maryland in and for said county personally appeared Eliza J. Matthews and Francis Matthews her husband the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed. and at the same time and place also personally appeared before me Francis E. Matthews and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he the said mortgagee has not required the mortgagees their

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agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance now will he the saidmortgagee require any tax levied thereon to be paid the mortgagors or any person for them during the existance of this mortgage.

Witness my hand and notarial seal. Seal of Notary.

Francis D. Young, Notary Public.

Received for record 27th January 1916 and recorded in Liber W.J.S. No. 69 folio 384&c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Bill obligatory of the foregoing Mortgage is as follows:

. One year after date with interest from date we promiseto pay to Francis E. Matthews his personal representatives or assigns, the sum of One Thousand seven hundred seventy six dollars and Twenty five cents, this obligation being secured by Mortgage of even date herewith.

Witness our hands and seals this 26 day of January 1916.

Witness: Francis D. Young. Eliza his X mark J Matthews (SEAL).

Revenue Stamp .36¢ Francis Matthews (SEAL).

And thereupon the said George H. Myers Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS that we George H. Myers of Somerset County, State of Maryland as principal and Hartford Accident and Indemnity Company, a body corporate under the laws of the state of Connecticut, as surety are held and firmly bound unto the state of Maryland, in the full and just sum of two thousand dollars to be paid to the said state or its certain Attorney to which payment well and truly to be made we bind ourselves and each of us our and each of our executors and administrators, jointly and severally, firmly by these presents sealed with our seals and dated this thirteenth day of September nineteen hundred and twenty six.

Whereas the above bounden George H. Myers, by virtue of the power and authority contained in a mortgage from Eliza K. Matthews and Francis Matthews to Francis E. Matthews dated January twenty sixth dineteen hundred and sixteen and recorded among the land records of said Somerset County in Liber W.J.S. No. 69 folio 384 was authorized as aftorney named in said mortgage to sell the property therein mentioned and described; and whereas default having occurred in the covenants and conditions of said mortgage the said George H. Myers is about to foreclose said mortgage and has advertisedthe property under the power contained therein.

Now the condition of this obligation is such that if the above bounden George H. Myers do and shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid in Equity in relation to the sale of the afore mentioned 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.

Witness our hands and seals. George H. Myers (SEAL).

Test: Eunice Pilchard. Corporate Seal. HARTFORD ACCIDENT AND INDEMNITY COMPANY.

Which said bond was thus thereon endorsed By Geo. H. Myers.

Bond Approved W. Jerome Sterling. Clerk.

And thereafter to witnon the 12th October, 1926, the said trustee exhibited and filed inthe Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit as aforesaid filed are in the words following, to wit:

George H. Myers exparte under power)	No. 3899 Chancery
in mortgage from Eliza J. Matthews.)	In the Circuit Court
)	For Somerset County.

To the Honorable the Judges of said Court.

The report of sales of George H. Myers attorney named in a certain mortgage made and executed by Eliza J. Matthews and Francis Matthews to Francis E. Matthews and dated January 26, 1918, and recorded among the Land Records of Somerset County in Liber W.J.S. No. 69 folio 384 et seq., under and by virtue of a power ofsale therein contained default having been made in the payment of the money

secured by said mortgage or in the payment of the interest thereon or in some other covenant or condition of said mortgage whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors that after giving bond with security approved by the Clerk of this Court or by one of the Judges thereof, for the faithful discharge of the trust so as aforesaid reposed in him by said mortgage and as required by law and giving twenty days notice of the time, place manner and terms of sale by advertisement in the Somerset News a paper published in Somerset County once a week for three successive weeks before the day of sale he did pursuant to said notice attend at the Court House door in Princess Anne, Somerset County, Maryland on the twelfth day of October, in the year 1926 at two O'clock P. M. and then and there proceed to sell said property to wit:

All that farm, tract or parcel of land in said mortgage described situated in BrinkleysElection District, in said Somerset County which was conveyed to the said Eliza J. Matthews by Levin L. Waters and Henry Page, trustee, by deed dated February twenty first eighteen hundred and eighty two and recorded among the land records of said Somerset County, in Liber B. F.L. No. 4 folio 463 and being the same farm whereon the said Eliza J. Matthews and Francis Matthews formerly resided and being the same land which was conveyed to John Townsend by James J. Moore and wife.

And sold the same to Francis E. Matthews he being then and there the highest bidder therefor at the sum of Six Thousand dollars ($6000.00) and the said purchaser has complied with the terms of sale.

Respectfully submitted. Geo. H. Myers. Attorney and Trustee.

State of Maryland, Somerset County to wit:

On this twelfth day of October 1926, personally appeared before me Clerk of the Circuit Court in and for Somerset County aforesaid, George H. Myers attorney named in the above report of sale and made oath in due form of Law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report and affidavit the Clerk of the Circuit Court here passed the following order.

George H. Myers Ex Parte under	)	In the Circuit Court
power in Mortgage from Eliza J. Matthews et al.	)	For Somerset County
	)	No. 3899 Chancery.

Ordered that the sale of the property mentioned in these proceedings made and reported by George H. Myers Attorney and Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of November 1926, provided a copy of this order be inserted in some weekly newspaper published in said County once in each of three successive weeks before the 10th day of November next.

The report states the amount of sales to be $6000.00.

W. Jerome Sterling, Clerk.

And now at this day on the 13th day of November1926 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order.

George H. Myers Ex Parte under power	)	In the Circuit Court
in mortgage from Eliza J. Matthews.	)	For Somerset County
	)	No. 3899 Chancery.

Ordered by the Court this 13th day of November 1926 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 allowed the usual commissions and such proper expenses and he shall produce vouchers for to the Auditor.

Robt F. Duer.

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And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the sameis accordingly done.

Per: W. Jerome Sterling ,Clerk.

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the land conveyed. Being the same parcel or lot of ground conveyed by James G. Webster to Thomas P. Bradshaw, and Harold J. Bradshaw by deed dated the 27th day of May 1914. and recorded among the land records of Somerset County July 22, 1914, in Liber W.J.S. No. 67 folio 54 etc. Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of James G. Webster his heirs and assigns forever in fee simple.

Provided that if the said Thomas P. Bradshaw and Harold J. Bradshaw their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of Thirteen Hundred ($1300.00) dollars and all interest accrued, when and as the same may be due and payable and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Thomas P. Bradshaw and Harold J. Bradshaw their heirs or assigns, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments public dues, charges mortgage debt and interest the said Thomas P. Bradshaw and Harold J. Bradshaw for themselves, their heirs, personal representatives and assigns do hereby promise and covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue in any part of tither of them at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said James G. Webster his heirs, personal representatives or assigns their Attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making sale and to grant and convey the said property to the purchaser or purchasers thereof his her or their heirs or assigns and which sale shall be made in the manner following viz: upon giving twenty days notice of the time, place manner and terms of sale in some newspaper printed in Somerset County and such other notice as by the said Mortgagee his heirs, personal representatives or assigns, may be deemed expedient and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale to apply first to the payment of all expensesmincident to such sale, including a fee of dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland; secondly to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not and the surplus(if any there be) shall be paid to the 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 inci dent 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 precentqge allowed as commissions to trustees making sale under order or decrees of the Circuit Court for Somerset County in Equity, which said expenses costs and commissions the said Mortgagors for themselves their heirs, personal representatives and assignd do hereby promise and covenant to pay and the said mortgagee his heirs, personal representatives or assigns and they shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses costs and commission but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, costs expenses and commission.

And the said Thomas P. Bradshaw and Harold J. Bradshaw for themselves their heirs personal representatives and assigns do further covenant to insure and pending the existance of this Mortgage to keep insured ~~the~~ in some good company satisfactory to the said Mortgagee his heirs personal representatives and assigns the improvements on the hereby mortgaged land to the amount of at least One Thousand ($1000.00) 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 heirs personal representatives and assigns to the extent of their lien or claim hereunder and to deliver said policy or policies to the said Mortgagee his heirs personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

TestL Wm J. Stocksdale.

Thos P. Bradshaw (SEAL).
Katie R. Bradshaw (SEAL).
Harold J. Bradshaw (SEAL).
Reta M. Bradshaw (SEAL).

State of Maryland, City of Baltimore to wit:

I hereby certify that on this twenty thred day of December in the year nineteen hundred and fifteen before me the subscriber a Notary Public of the state of Maryland in and for the County aforesaid, personally appeared Thomas P. Bradshaw , Katie R. Bradshaw, Harold P. Bradshaw and Reta M. Bradshaw the mortgagors named in the aforegoing mortgage and each acknowledged the aforegaing mortgage to be their act. At the same time also appeared James G. Webster the mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true an and bona fide as therein set forth.

Witness my hand and Notarial seal
Seal of Notary

Wm J. Stocksdale. Notary Public.

Received for record 28th December 1915 and recorded in Liber W.J.S. No. 70 folio 175 one of the Land Records of Somerset County and examined Per: W. Jerome Sterling Clerk.

Assignment.

For Value received and in pursuance of an order of the Orphans Court for Somerset County. I hereby assign the within and aforegoing mortgage to H. Fillmore Lankford and Harry C. Dashiell without recourse. Witness my hand and seal this 21st day of September 1926.

Fred T. Webster (SEAL).

Test: S. Frank Dashiell.

Administrator of James G. Webster, Deceased.

Filed for record 23rd September 1926 and recorded in Liber W.J.S. No. 70 folio 177

Test: W. Jerome Sterling, Clerk.

Bill obligatory filed October 13, 1926.

$1300.00. Deals Island, Md. Dec 23 1915.

Secured by Mortgage of even date herewith three years after date we jointly and severally promise to pay to the order of James G. Webster Thirteen Hundred dollars with interest at 67% payable semi-annually.

Value received.

Thos P. Bradshaw
Katie R. Bradshaw
Harold J. Bradshaw
Reta M. Bradshaw.

For value received and in pursuance of an order of the Orphan's Court for Somerset County. I hereby assign the within and aforegoing mortgage to H. Fillmore Lankford and Harry C. Dashiell, without recourse, Dated Sept 21, 1926.

Test:

Fred T. Webster
Administrator of Jas G. Webster Dec'd.

S. F. Dashiell.

And thereupon the said H. Fillmore Lankford and Harry C. Dashiell trustees filed in Court here a Bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, that we H. Fillmore Lankford and Harry C. Dashiell, principals of Somerset County and state of Maryland, and the American Surety Company, of New York, a corporation duly incorporated under the laws of the state of New York, surety are held and duly

bound unto the said State of Maryland in the full and just sum of Three Thousand dollars ($3000.00) to be paid to the said State of Maryland or its certain attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each ofour heirs, personal representatives, executors, administrators, successors and assigns firmly by these presents, sealed with our seals and dated this 23rd day of September 1926.

Whereas the above bounden H. Fillmore Lankford and Harry C. Dashiell by virtue of the power contained in a mortgage from Thomas P. Bardshaw and others to James G. Webster dated the 23rd day of December, 1915, and recorded among the land records of said Somerset County in Liber W.J.S. No. 70 folio 175 etc., to which said mortgage was assigned to the said H. Fillmore Lankford and Harry C. Dashiell on the 21st day of September, 1926, and which said assignment has been duly recorded among the land records aforesaid and the said assignees are about to sell the land and premises in said mortgage described default 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 said H. Fillmore Lankford and Harry C. Dashiell do and shall well and faithfully perform the trust reposed in them under the mortgage aforesaid and shall abide by and perform any order or decree which shall be made by any Court of Equity relating to the sale of the said mortgaged property or the proceeds thereof then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Test: L. C. Beauchamp/
Corporate Seal.

H. Fillmore Lankford (SEAL).
Harry C. Dashiell (SEAL).
American Surety Company by
Harry C. Dashiell
Attorney in fact.
Earle B. Polk
Countersigner.

Which said Bond was thus thereon endorsed.

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter to wit on the 21st October 1925 the said trustees exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so aforesaid filed are in the words following to wit:

H. Fillmore Lankford and Harry C. Dashiell, Ex Parte.) trust created by mortgage from Thomas P. Bradshaw) and Katie R. Bradshaw, his wife and Harold J.) Bradshaw and Reta M. Bradshaw his wife to James G.) Webster assigned to said H. Fillmore Lankford and) Harry C. Dashiell by Fred T. Webster, Administrator.)	No. 3906 Chancery In the Circuit Court For Somerset County In Equity.

To the Honorable the Circuit Court for Somerset County in Equity:

The report of H. Fillmore Lankford and Harry C. Dashiell, assignees of a mortgage from Thomas P. Bradshaw and Katie R. Bradshaw his wife and Harold J. Bradshaw and Reta M. Bradshaw his wife to James G. Webster dated the 23rd day of December 1915, recorded among the Land Records of Somerset County in Liber W.J.S. No. 70 folio 175 etc., assigned to the said H. Fillmore Lankford, and Harry C. Dashiell by Fred T. Webster, administrator of the said James G. Webster deceased, by assignment dated the 21st day of September 1926, and recorded among the Land Records aforesaid in Liber W.J.S. No. 82 folio 177 respectfully represents:

That after having given bond with approved security as required by law for the faithful performance of the trust reposed in them by said mortgage and after default had occurred in the conditions and covenants of said mortgage and after having given at least twenty days previous notice of the time place manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper printed in said county and by hand bills posted at the Court House door and extensively circulated in said county H. Fillmore Lankford one of your said Assignees did in pursuance of said notice,

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attend at the Court House door in Princess Anne, Maryland, on Tuesday the 19th day of October, 1926 at ar about the hour of two O'clock P. M. and then and there proceeded to sell at public auction the real e state conveyed by said mortgage as follows:

Your said Assignee offered all that tract or parcel of land described in the first item of the said advertisement of said sale, situate in Deals Island Election District Somerset County, Maryland, bounded on the north by the county road leading from the store house of N. W. Webster & Br., to Wenona, on the east by the land of Horatio Webster's Heirs, on the south by theland of the said Thomas P. Bradhhaw on the west by the lands of Edgar Abbott and Edward J. Abbott, and containing 5 acres more or less; and being the sameland which was conveyed unto the said Thomas P. Brashaw and Harold J. Bradshaw by James G. Webster by deed dated the 27th day of May, 1914, and recorded among the land records aforesaid in Liber W.J.S. No. 67 folio 54 etc., This property is improved by a dwelling house store house and out buildings and your said Assignee sold the said real estate to Katie R. Bradshaw, she being the highest bidder therefor at and for the sum of Thirty three hundred dollars ($3900.00) and the said purchaser has complied with the terms of sale by paying Twenty four Hundreddollars ($2400.00) in cash and giving her bond with Thomas P. Bradshaw as surety thereon for the balance of the purchase money payable six months from the date of said sale.

And your Assignee further report the Bank of Somerset a corporation held two judgments against the property so sold aforesaid whichwere anterior and superior to the lien of the said mortgage, but that the said Bank of Somerset gave consent in writing that the said Assignees could sell the said real estate free from and discharged from the lien of said judgments provided that the proceeds of said sale after the payment of the costs and expenses of sale and any taxes against said property would be applied to the payment of the sums due on said judgments before any part of said proceeds shall be applied to whatever might be due on said mortgage; and your Assignees report that the proceeds derived from said sale is more than sufficient to pay the sums due on said judgments and the amount due on said mortgage, and that said real estate was sold free and clear of said judgments.

And your Assignees further report that the proceeds of said sale being sufficient as aforesaid to pay all costs and expenses thereof, the taxes due on said property and the amounts due on the judgments and mortgage aforesaid, it was not necessary to sell the real estate described in the first item of the said mortgage and the second items of the advertisement of said sale of said property and said real estate was accordingly not offered for sale by your Assignees.

All of which is respectfully submitted.

H/ Fillmore Lankford

Harry C. Dashiell
Assignees.

Stateof Maryland, Somerset County to wit:

I hereby certify thaton this 21 day of October 1926, before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, and Harry C. Dashiell the Assignee mentioned in the aforegoing report of sales and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

H. Fillmore Lankford and Harry C. Dashiell, Ex Parte Trust created by mortgage from Thomas P. Bradshaw and Katie R. Bradshaw his wife and Harold J. Bradshaw and Reta M. Bradshaw his wife, to James G. Webster, assigned to said H. Fillmore Lankford and Harry C. Dashiell by Fred G. Webster deceased.	)	No. 3906 Chancery
	)	In the Circuit Court
	)	For Somerset County
	)	In Equity.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County in Equity this 21 day of October, nineteen hundred and twenty six that the report of sales of H. Fillmore Lankford, and Harry C. Dashiell, the Assignees mentioned in the above report of sales, and the sale of the real estate by them reported be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 19th day of November 1926;

Provided a copy of this order be inserted in some newspaper printed in said Somersst County, once in each of three successive weeks before the 15th day of November 1926.

The report states the amount of sales to be $3300.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 20th November 1926 comes again into Court here the said Trustees and on motion of the said Trustees the Court here passed the following order to wit:

H. Fillmore Lankford and Harry C. Dashiell, Ex Parte Trust created by Mortgage from Thomas P. Bradshaw and wife and Harold J. Bradshaw and wife to James G. Webster assigned to said H. Fillmore Lankford and Harry C. Dashiell by Fred T. Webster, Administrator of James G. Webster, deceased.	)	No. Chancery In the Circuit Court For Somerset County In Equity.

It having been proved to the Court, that acopy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown it is this 20th day of November, in the year nineteen hundred and twenty six ordered by the Circuit Court for Somerset County, in Equity that the within report of H. Fillmore Lankford and Harry C. Dashiell assignee and the sale of them reported be and the same are hereby ratified and confirmed.

And since it appears that the said Harry C. Dashiell who is the auditor of this Court is also a sd solicitor in this cause it is further ordered and decreed that S. Frank Dashiell be and he is hereby appointed Special Auditor to state the account in this cause.

Robt F. Duer, Judge.

And thereuponnit is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

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John B. Robins, Ex Parte Trust Created by mortgage from Samuel D. Wilson and Rachel A. Wilson his wife to Charles T. Wicks and assigned by the said Charles T. Wicks to John B. Robins, for the purpose of foreclosure.	)	Be it remembered that heretofore to wit: on the 19th August 1926 a certain Charles T. Wicksof Somerset County and State of Maryland by John B. Robins his wolicitor exhibited and filed in the Circuit Court here a certain

Mortgage executed and delivered to Charles T. Wicks by a certain Samuel D. Wilson and Rachel A. Wilson his wife of said county and state which said Mortgage is in the words following to wit:

THIS MORTGAGE, made this 25th day of November in the year nineteen hundred and thirteen by Samuel D. Wilson and Rachel A. Wilson his wife of Somerset County in the state of Maryland:

Whereas the said Samuel D. Wilson and Rachel A. Wilson his wife have this day borrowed from Charles T. Wicks of said county and state the sum of Six Hundred and thirty dollars ($630.00) five hundred dollars of which said sum the said Charles T. Wicks has advanced to the said Samuel D. Wilson and Rachel A. Wilson his wife to enable the said Samuel D. Wilson and Rachel A. Wilson his wife, to complete the purchase of the real estate hereinafter described, this day conveyed unto the said Samuel D. Wilson and Rachel A. Wilson his wife by Elliott Ward and wife and which said sum of five hundred dollars so advanced has been paid by the said Charles T. Wicks to the said Elliott Ward as and for the balance of the purchase money for said real estate) and whereas the said Samuel D. Wilson and Rachel A. Wilson his wife have this day executed and delivered unto the said Charles T. Wicks their bill obligatory for the said sum of Six hundred and thirty dollars ($630.00)

payable three years after date with interest from date which said interest is to be paid annually; and whereas for the purpose of further securing the payment of said sum of six hundred and thirty dollars ($630.00) with interest and payable as aforesaid, the said Samuel D. Wilson and Rachel A. Wilson his wife have agreed to execute this mortgage.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of five dollars in hand paid the said Samuel D. Wilson and Rachel A. Wilson his wife have granted and by these presents do grant and convey unto the said Charles T. Wicks his heirs and assigns all those lots or parcels of land situate lying and being in the Town of Crisfield, Somerset County, and State of Maryland and described as follows (First all that lot or parcel of land on the south side of Main Street adjoining the property of Elmer R. Gandy on the east fronting twenty eight (28) feet on the said Main Street and running back a distance of ninety five (95) feet the same being all the real estate and premises devised unto the said Samuel D. Wilson by John K. Wilson late of Somerset County, deceased by his last will and testament bearing date the twenty seventh day of May, in the year eighteen hundred and ninety eight and recorded among the Testamentary records of Somerset County in Liber H.H.D. No. 6 folio 259 etc., and (second) all that lot or parcel of land in the rear of the lot above described the same being all the real estate and premises conveyed unto the said Samuel D. Wilson by H. Mayne St. Clair and Fannie E. St. Clair his wife by deed bearing date the twenty sixth day of June in the year eighteen hundred and ninety nine and recorded among the land records of Somerset County in Liber W.T.B. No. 26 folio 59 etc.,--- the same being all the real estate and premises conveyed unto the said Samuel D. Wilson and Rachel A. Wilson his wife by Elliott Ward and wife by deed bearing even date herewith and intended to be recorded among the said land records cotemporaneously with this mortgage, and is also all the real estate and premises conveyed unto the said WllottWard by the said Samuel D. Wilson and Rachel A. Wilson his wife by deed bearing date the seventeenth day of May in the year nineteen hundred and seven and recorded among the said Land Records in Liber S.F.D. NO. 45 folio 395 etc.,--- to which said last will and testament deeds and records aforesaid special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee his heirs and assigns forever.

Provided that ifthe said Mortgagors shall well and truly pay unto the said mortgagee the aforesaid sum of money with interest as aforesaid as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes, assessments public dues, charges, mortgage debt and interest aforesaid the said Samuel D. Wilson and Rachel A. Wilson his wife do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money or the interest thereon to accrue, or in any part of either one of them at the time limited for the payment of the said or in any agreement, covenant or dondition of this mortgage then the entire mortgage debt shall be deemed due and demandable. and it shall belawful for the said Mortgagee his personal representatives or assigns or Clarence P. Lankford, their attorney or agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her, or their heirs or assigns and which said shall be made in the manner following viz: upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County and such other notice as by the party making sale may be deemed expedient and the event of a sale of saie property under the powers

hereby granted the proceeds arising from such sale to apply, first to the payment of all expenses incident to such sale including a reasonable Attorney's fee and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the state of Maryland, secondly to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same and in the event that said mortgaged property or any part thereof shall be advertised under the powers hereby granted and that the said mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale the said Mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement. including a reasonable Attorney's fee and one half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest and the same shall be a lien upon the mortgaged property and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall firstbe paid; in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure and pending the existance of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Six Hundred and Thirty dollars and to cause the policy to be affected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns to the extent of the lien or claim hereunder and to deposit the policy or policies in the hands of the mortgagee and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the said Mortgagee and to deposit the policy or policies as aforesaid the said Mortgagee is hereby authorized to insure and to keep insured the said improvements and whatever sum the said mortgagee may be required to pau for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: William A. Britton. Samuel P. Wilson (SEAL).

State of Maryland, Somerset County to wit: Rachel A. Wilson (SEAL).

I hereby certify that on this 25th day of November in the year nineteen hundred and thirteen before me the subscriber a Justice of the Peace of the state of Maryland in and for Somerset County aforesaid personally appeared Samuel D. Wilson and Rachel A. Wilson his wife the mortgagors named in the foregoing mortgage and did acknowledge the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Charles T. Wicks the within named mortgagee and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he has not required the mortgagors their agent or attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require any tax levied thereon to be paid by the mortgagors or any person for them during the existance of this mortgage.

William A. Britton J.P.

Received for record 25th November 1913, and recorded in Liber S.F.D. NO. 64 folio 54 &c., one of the land records of Somerset County.

Per: S. Frank Dashiell Clerk.

For value received I hereby assign this mortgage to John B. Robins for the purpose of foreclosure As witness my hand and seal this 17th day of August 1926.

Witness Charles Horsey. Chas T. Wicks (SEAL).

eVOGE

Filed for record 19th August 1926 and recorded in Liber W.J.S. No. 64 folio 55 .

Test W. Jerome Sterling. Clerk.

And thereupon the said John B. Robins, Trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS; That we John B. Robins as principal and the United States Fidelity and Guaranty Company a body corporate duly incorporated under the laws of the stateof Maryland as surety are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand dollars to be paid 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 Assigne, jointly ans everally firmly by these presents sealed with our seals and dated this 19th day of August in the y ar of our Lord nineteen hundred and twenty six.

Whereas the above bounden John B. Robins by virtue of the power contained in a mortgage from Samuel D. Wilson and Rachel A. Wilson his wife to Charles T. Wicks bearing datethe twenty fifth day of November 1913, and recorded among the mortgage records of Somerset County in Liber S.F.D. No. 64 folio 154 &c and is about to sell the land and premises described in said mortgage default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

The condition of the above obligation is such that if the above bounden John B. Robins do and shall well and truly and faithfully perform the trust reposed in under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof then the above obligation to be void, other wise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of. John B. Robins (SEAL).

Rachel Moore Jones Corporate Seal. United States Fidelity and Guaranty Company.

By Frederick E. Gardner, Attorney in fact.

Attest Rachel Moore Jones

Which said Bond was thus thereon endorsed.

Bond Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 17th day of September 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit, thereunto annexed which said report of Sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

John B. Robins Ex Parte under trust	)	No. 3893 Chancery
created by mortgage from Samuel D. Wilson	)	In the Circuit Court
and Rachel Wilson his wife to Charles T.	)	For Somerset County
Wicks and assigned by Charles T. Wicks for	)	Maryland.
the purpose of foreclosure.	)	

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland in Equity:

The report of John B. Robina the assignee of said Mortgage for the purpose of foreclosure, from Charles T. Wicks the mortgagee under said mortgage bearing title Samuel D. Wilson and Rachel Wilson his wife, mortgagors to Charles T. Wicks mortgagee bearing date the 25th day of November, 1913, and recorded among the land records for Somerset County, Maryland, in Liber W.J.S. No. 64 folio 54 etc., respectfully represents.

That after having given bond with approved security as required by the rules of the Court for the faithful performance of the trust, and having complied with all the other requirements as required by law, and the said mortgage and having given the required notice of the time, place manner and terms of sale by advertisement in The Crisfield Times, a newspaper published in Somerset County, Maryland for more than twenty days' notice before the day of sale, he did, pursuant to said notice

attend in front of the post office, in the City of Crisfield, Maryland on Saturday September 11, 1926 at or about tyehour of 2.30 O'clock P. M. and then and there proceeded to sell said real estate being the real estate mentioned anddescribed in said mortgage that is to say:

First: All that lot or parcel ofland improved bydwelling on the south side of Main Street adjoining the property owned or formerly owned by Elmer R. Gandy on the east and the land of David Saltz on the west and fronting 28 feet on said Main Street and running back a distance of 95 feet the same being all the real estate and premises devised unto the said Samuel D. Wilson by John K. Wilson late of Somerset County deceased by his last will and testament bearing date the 27th day of May 1898 and recofded among the Testamentary records of Somerset County in Liber H.H.D. NO. 6 folio 269 etc., and sold the same to Arthur T. Cox he being then and there the highest bidder therefor at and for the sum of $1400.00 and the said purchaser has complied with the terms of sale by paying cash.

Second: All that lot or parcel of land in the rear of the above described lot the same being all the real estate and premises conveyed unto the said Samuel D. Wilson by H. Mayne St. Clair and Fannie E. St. Clair his wife by deed bearing date the 26th day of June 1899 and recorded among the Land Records of Somerset County in Liber O.T.B. No. 26 folio 59 etc., the same being also the real estate conveyed by Samuel D. Wilson and wife to Elliott Ward by deed dated the 17th day of May, 1907, and recorded among the land records for Somerset County in Liber S.F.D. No. 45 folio 395 etc., which said property was reconveyed by the said Elliott Ward and wife to the said Samuel D. Wilson and Rachel A. Wilson his wife, by deed dated November 25, 1913, and recorded concurrently with the aforesaid mortgage, and sold the same to Charles T. Wicks he being then and there the highest bidder therefor at and for the sum of one hundred dollars and the said purchaser has complied with the terms of sale by paying cash.

And the trustee brings into Court the money arising from said sale and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins, Assignee of said mortgage.

Stateof Maryland, Somerset County to wit:

I hereby certify that on this 13th day of September 1926, before me the subscriber a Notary Public of the state of Maryland in and for Somerset County aforesaid, personally appeared John B Robins, the assignee of mortgage as stated in the foregoing report of sale, and made oath in due form of law that the matters and things set forth in said report of sale are true and bona fide to the best of his knowledge and belief and that the sale therein reported was fairly made.

Seal of Notary. Mary J. Sterling N.P.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

John B. Robins Ex Parte trust crated by mortgage from Samuel D. Wilson and Rachel A. Wilson his wife to Charles T. Wicks and assigned by the said Charles T. Wicks to John B. Robins for the purpose of foreclosure.	No. 3893 Chancery In the Circuit Court For Somerset County Maryland, In Equity.

Ordered by the subscriber Clerk of the Circuit Court for Somerset County, Maryland this 17th day of September 1926, that the sale of property made and reported by John B Robins assignee for the purpose of foreclosure of the mortgage from Samuel D. Wilson and Rachel A. Wilson his wife to Charles T. Wicks and assigned by the said Charles T. Wicks to John B. Robins for the purpose of foreclosure be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of October next; provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 20th day of October next. The report states the amount of sales to be $1500.00.

W. Jerome Sterling, Clerk.

9VOGE

And now at this day to wit on the 27th November 1926 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown, it is this 27th day of November 1926, ordered by the Circuit Court for Somerset County, Maryland, in Equity that the report of John B. Robins the assignee of said mortgage and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: W. Jerome Sterling, Clerk.

***

State of Maryland, Somerset County to wit:

At a term of the Circuit Court for Somerset County in Equity begun and held in Princess Anne Town in and for said county on the first Monday in Sept 1925 being the 7th day of the same month in the year of our Lord one thousandnine hundred and25.

Were present. Hon. John R. Pattison Chief Judge.

Hon. Joseph L. Bailey Asso Judge.

Hon. Robert F. Duer Asso Judge,

Luther Daugherty Esq., Sheriff W. Jerome Sterling, Clerk.

In the record of proceedings of said Court among others were the following to wit:

"""""""""""""""""""""""""""""

S. James Adams	) Be it remembered that heretofore to wit:
Vs.	) on the 4th March 1925 a certain S. James
Thomas Stevenson, John Stevenson, Mary Miles etal.	) Adams byEdgar A. Jones his solicitor
	) exhibitedand filed in the Circuit Court
	here a bill of complaint against Thomas

Stevenson and others which said bill of complaint is in the words following to wit:

S. James Adams	)
Vs.	)
Thomas Stevenson, John Stevenson, Mary Miles,	)No. 3787 Chancery
Ella White, James E. Holland, Stintha Holland,	) In the Circuit Court
Ira Holland, Willis Cottman, Alonzo Cottman	) For Somerset County.
Sidney Cotman, Wesley Cotman, Youles Cotman,	)
Jesse Cottman, Marion Cotman. Ida Mae Hargis,	)
Addie Stevenson, Pjilmo Smith, Henry Smith,	)
Alice Long. Samuel Cottman, George Cotman,	)
John Cotman, Willie Cotman, Herbert Cotman	)
Idella Waters.	)

To the Honorable the Judges of the Circuit Court for Somerset County in Equity.

The Bill of Complaint of S. James Adams of Somerset County of the state of Maryland whosues as well for himself as for all other creditors of Edward H. Stevenson late of Somerset County, in the state of Maryland, who will come in and contribute to the expenses of this suit respectively represents:

First: That the said Edward H. Stevenson was in his life time indebted unto your orator on a promissory note dated September 27th 1921 payable to the order of your orator for the sum of Seven Hundred and forty three dollars and forty seven cents ($743.47) one year after date, as will appear by said promissory note filed herewith as part of this bill marked Exhibit A.

Second: That the said Edward H. Stevenson being so indebted as aforesaid unto your orator and also under divers other persons and having personal estate of small value not havint real estate of considerable value, departed this life in the fall of 1924, intestate leaving the following as his only heirs at law all of whom are still living namely, the defendants Thomas Stevenson, John Stevenson brothers of the deceased the defendants, Mary Miles and Ella White sisters of the deceased, the defendants, Arintha Holland, Ira Holland, children of Percillas Holland a deceased sister and the defendants James E. Holland, her husband, and the defendant, Willie Cotman, Alonzo Cotman, Sidney Cotman, Wesley Cotman , Youles Cotman Jesse Cotman, Marion Cotman, Ida Mae Hargis and Addie Stevenson, children ofa deceased sister Annie Cotman, and the defendants, Philmore Smith, Henry Smith, Alice Long, Samuel Cotman, George Cotman John Cotman, Willie Cotman, Herbert Cotman and Idella Waters, Children of a deceased sister Sallie Cotman, all of whom are above the age of twenty one years except Ira Holland and Willie Cotman who are minors and all of whom reside i n said Somerset County, state of Maryland, except the said Herbert Cotman

Alice Long , George Cotman who are non residents of the state of Maryland and reside in the state of Pennsylvania and the said Ira Holland, James E. Holland, Arintha Holland who are non residents of the state of Maryland and who reside in the state of Pennsylvania, and Marion Cotman who is a non-resident of the state of Maryland, whose residence is unknown, and Adella Waters who is a resident of the state of Maryland but who resides in Worcester County.

Third: That the administration of all and singular the personal estate of the said Edward H. Stevenson has been lately granted by the Orphan's Court of Somerset County unto J. Stanley Adams, who has accepted said trust, and who by virtue thereof has possessed himself of the personal estate of said deceased.

Fourth: That your orator is informed and charges that the said personal estate is not sufficient to discharge all the just debts due and owing by the said Edward H. Stevenson at the time of his death and that your orator is advised that the said personal estate now in the hands of the said J. Stanley Adams, administrator ought to be supplied to the payment of the claims of your orator and of the other creditors of the said Edward H. Stevenson so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by a sale of all or such part as may be necessary of the real estate of the aforesaid debtor and your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the End therefore:

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the real estate of the said Edward H. Stevenson, deceased or so much thereof as may be necessary for the purpose may be decreed to be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid, according to their legal priorties.

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

May it please your Honors to grant unto your orator the order of publication giving notice to the said Herbert Cotman, Ira Holland, Arintha Holland, Alice Long, George Cotman James E. Holland, and Marion Cotman, who are non residents of the state of Maryland of the object and substance of this bill and warning them and each of them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have, why a decree ought not to be passed as prayed and also the writ of the State of Maryland of subpoena directed to the said Thomas Stevenson, John Stevenson, Mary Miles, Ella White, Willie Cotman, Woules Cotman, Wesley Cotman, Alonzo Cotman Addie Stevenson, Ida Mae Hargis, Sidney Cotman, Philmore Smith John Cotman, Willie Cotman, Samuel Cotman, Jesse Cotman, Henry Smith and Idella Waters the latter a resident of Worcester County.

And as in duty bound etc. Edgar A. Jones, Solicitor for Complainant.

Exhibit A. referred to in the foregoing Bill is as follows:

$743.47 Marion Md. Sept 27, 1921

One year after date we promise to pay to the order of S. J. Adams Seven Hundred and forty three 47/100 dollars. Negotiable and payable at the Bank of Marion Marion Station Md., Value received without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this oblitation and if default be made in the payment hereof at maturity hereby covenanted to pay 10% additional as collection fee and hereby authorize and empower any Attorney of any Court of record to confess judgment afainst for the above sum and the costs of suit with 10% collection charges. And the maker and endorser each hereby waives demand protest and notice of non payment hereof.

Witness J. S. Adams & Co.

his
Ned X Stephens
mark.

her
Cora X Stevens
mark.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoenas were issued.

Maryland Somerset County to wit:

The state of Maryland To John Cottman, Willie Cottman, Samuel Cottman Jesse Cottman Henry Smith. of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Corcuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of S. James Adams against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 13th day of March Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

The state of Maryland to Idella Waters of Worcester County, Greeting

You are hereby commanded that all exduses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of S. James Adams against you and others in the said Court exhibited Hereof fail not at your peril. Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 13th day of March Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

Maryland Somerset County to wit

The state of Maryland To Willis Cottman, Youles Cottman, Wesley Cottman Alonzo Cottman of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancerybat Princess Anne Town on the first Monday in April next to answer the complaint of S. James Adams against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 13th day of March Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit:

The state of Maryland To Thomas Stevenson John Stevenson, Mary Miles Ella White, of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of S. James Adams against you and others in the said Court exhibited

Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland the 2nd day of March Anno Domini 1925.

Issued the 13th day of March Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

9VOGE

Maryland Somerset County to wit:

The State of Maryland To Addie Stevenson Ida Mea Hargis, Sidney Cottman Philmore Smith of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of S. James Adams against you and others in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland the 2nd day of March Anni Domini 1925.

Issued the 13th day of March Anno Domini 1925.

Per order W. Jerome Sterling Clerk.

At which said First Monday in April the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service , also came and made return thereof to the Court therein the words following to wit:

To the First of said writs as follows:

Summoned severally and copy left with each defendant.

Luther Daugherty Sheriff,

To the second of said writs as follows

Non est W. S. Purnell Sheriff.

To the third of said srits as follows:

Summoned severally and copy left with each defendant.

Luther Daugherty Sheriff.

To the fourth of said writs as follows:

John Stevenson Ella White non est residue summoned and copy left with each defendant. Luther Daugherty, Sheriff.

to the Fifth of said writs as follows:

Summoned severally and copy left with each defendant.

Luther Daugherty Sheriff.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the f following order of publication was issued to wit:

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County

The object of this suit is to procure a decree for the sale of certain real estate in Brinkley's District Somerset County , Maryland of which Edward H. Stevenson died seized and possessed. The bill states that the said Edward H. Stevenson departed this life in the fall of 1924 intestate leaving personal estate of small value but leaving real estate of considerable value, that the said Edward H. Stevenson was at the time of his death indebted unto the plaintiff on a promissory note for the sum of seven hundred and forty three dollars and forty seven cents ($743.47) dated September 27th 1921, and due one year after date; that the said Edward H. Stevenson left as his only heirs at law two brothers Thomas Stevenson and John Stevenson two sisters Mary Miles and Ella White, a husband of a deceased sister James E. Holland and the following nieces and nephews, children of deceased sisters Arintha Holland Ira Holland, Willis Cotman, Alonzo Cotman, Sidney Cotman, Wesley Cotman, Youles Cotman, Jesse Cotman, Marion Cotman, Ida Mowe Hargis, Addie Stevenson, Philmore Smith, Henry Smith Alice Long. Samuel Cotman, George Cotman, John Cotman Willie Cottman, Herbert Cotman and Adella Waters, that letters of the administration of the personal estate of the aid Edward H. Stevenson have been granted by the Orphan's Court for Somerset County unto J. Stanley Adams that the personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said Edward H. Stevenson at the time of his death, that the said Herbert Cotman, Ira Holland, Arintha Holland, Alice Long, George Cotman, James E. Holland and Marion Cotman are non residents of the

State of Maryland.

It is thereupon this 14th day of March 1925, by the subscriber Clerk of the Circuit Court of Somerset County ordered that the plaintiff by causing a copy of this order to be inserted in some newspaper published in Somerset County, once in each four successive weeks before the 14th day of April, 1925, give notice to the absent defendants of the object and substance of the Bill of complaint warning them and each of them to appear in Court in person or by solicitor on or before the 1st day of May 1925, to show cause if any they have why a decree should not be passed as prayed.

W. Jerome Sterling, Clerk.

Answer of John Stevens filed May 8th 1925.

J. Stanley Adams and S. James Adams	)	No. Chancery
Vs.	)	In the Circuit Court
Kohn Stevenson and others.	)	Of Somerset County.

To the Honorable the Judge of said Court

The answer of John Stevenson one of the defenants in the above entitled cause is that he heither admiss nor denies the matters and facts set forth in the bill of complaint in said case but consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

John his X mark. Stevenson (SEAL).

Witness: Leo Schloss.

State of New York, Nassau County to wit:

I hereby certify that on this 27th day of April 1925, before me the subscriber a Notary Public of the state of New York, in and for the County of Nassau personally appeared the above named John Stevenson and made affirmation in due form of law that the matter and facts in the aforegoing answer are true to the best of his knowledge and belief.

As witness my hand and Notarial seal the day and year first above written.

Leo Schloss, Notary Public Nassau Co. N.Y.

Anwer of Ellen White filed May 8 1925.

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson, Ella White and others.	)	For Somerset County.

To the Honorable the Judge of the Circuit Court.

The answer of Ella White one of the defendants in the above entitled cause is that she neither admits nor denies the facts set forth in the bill of complaint in said cause but consents to the passage of such decree as may be right and proper in the premises.

Witness: Ella White (SEAL).

Sidney Cottman

Henry J. Waters.

Answer of Idella Waters filed April 8, 1925.

J. Stanley Adams and S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	Of Somerset County.

To the Honorable the Judge of said Court:

The answer of Idella Waters one of the defendants in the above entitled cause in that she neither admits nor denies the matters and facts set forth in the bill of complaint but consents to the passage of such decree as may be right and proper in the premises.

Witness: Thomas his X mark. Stevenson Idella Waters (SEAL).

Witness above mark J. S. Adams.

And thereupon to wit on the 20th day of May 1925 the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

S. James Adams)
NO. 3787 Chancery
VS.)
In the Circuit Court
Thomas Stevenson, John Stevenson, Mary Miles,)
For Somerset County.
Ella White, Ira Holland, Willie Cottman Alonzo)
Cottman, Sidney Cottman. Arintha Holland)
James E. Holland, Wesley Cottman and others.)
)

To the Honorable the Circuit Court for Somerset County:

The petition of the plaintiff in the above cause respectfully represents:

That Ira Holland and Willie Cottman defendants in the above cause have been duly summoned by order of publication but being infants they cannot answer and defend this suit for they and have no guardian within the jurisdiction of this Court to answer and defend for them.

The plaintiff therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound etc. Edgar A. Jones.
Solicitor for Plaintiff.

Upon the foregoing petition and affidavit it is ordered by the Circuit Court for Somerset County this 20th day of May nineteen hundred and twenty five that James Stewart be and he is hereby appointed guardian ad litem to appear and answer for Ira Holland and Willis Cottman infant defendants in the above cause. Robt F. Duer.

The answer of Ira Holland and Willis Cottman infant defendants in the above cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of S. James Adams against them in the said Court exhibited.

These defendants for answer to the said bill of complaint by their said guardian answer and say that being ignorant of the matters charged in the said bill and being infants of tender years they can not admit any of the allegations of said bill but submit their rights to the protection of this Honorable Court.

And as in duty bound James R. Stewart, Guardian ad litem.

And thereafter on the 21st day of May 1925 the following decree pro confesso and order to take testimony was filed.

S. James Adams) No. 3787 Chancery
Vs.) In the Circuit Court
Thomas Stevenson and others.) For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity:

The petition of the complainant respectfully represents.

That the adult defendants Thomas Stevenson, Mary Miles, Sidney Cottman Wesley Cottman, Youles Cottman, Jesse Cottman, John Cottman, Samuel Cottman, Henry Smith Ida Mae Hargis, Alonzo Cottman, Philmore Smith and Addie Stevenson have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear and answer said bill of complaint within the time prescribed by the rules of this Court that the adult defendants Herbert Cottman, Alice Long, George Cottman, James E. Holland Arintha Holland and Marion Cottman have been duly notified of the object and substance of the bill of Complaint and warned to appear in Court by order of Publication published in the Smomerset News, a weekly newspaper published in Somerset County but have failed to appear or answer said bill of complaint within the time prescribed by the said order of publication and the rules of Court, that the infants Willis Cottman and Ira Holland have been summoned and notified by order of publication respectfully and have answered said bill of complaint by guardian ad litem, specially appointed by this Court and that while the adult defendants John Stevenson, Ella White and Idella Waters were returned "Non Est" they have each filed answers consenting to such decree as may be right and proper in the premises.

The Complainant therefore prays the Court that the bill of complaint may be taken pro confesso against the said Thomas Stevenson , Mary Miles, Sidney Cottman Wesley Cottman, Youles Cottman, Jesse Cottman, Ida Mae Hargis, John Cottman, Samuel Cottman, Henry Smith Alonzo Cottman, Philmore

Smith and Addie Stevenson, non answering adult defendants and that the complainant have leave to take testimony before one of the standing examiners of this Court.

Edgar A. Jones. Solicitor for Complainant.

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County.

It appearing in the above entitled cause that the adult defendants, Thomas Stevenson Mary Miles, Wesley Cottman Sidney Cottman. Youles Cottman, Jesse Cottman, Ida Mae Hargis, John Cottman, Samuel Cottman, Henry Smith Alonzo Cottman, Philmore Smith and Addie Stevenson have been duly summoned te appear to the bill of complaint in this cause, hat have failed to appear and answer said bill of complaint within the time preseribed by the rules of this Court, that the non-resident adult defendants, Herbert Cottman, Alice Long, George Cottman, James E. Holland Arintha Holland and Marion Cottman have been duly notified of the object and substance of the bill of complaint and warned to appear in Court by order of publication, published in The Somerset News, a weekly newspaper publishedin Somerset County byt have failed to appear to or answer said bill of complaint within the time prescribed by said order and by the rules of this Court, that the infant defendants Willis Cottman and Ira Holland have been summoned and notified by order of publication respectively and have answered said bill of complaint by guardian ad litem specially appointed by this Court and that while the adult defendants John Stevenson Ella White and Idella Waters were returned "non est" they have each filed answers consenting to such decree as may be right and proper in the premises:

It is thereupon this 21st day of May, nineteen hundred and twenty five upon the foregoing petition adjudged ordered and decreed by the Circuit Court for Somerset County in Equity that the bill of complaint be and the same is hereby taken pro confesso against the said Thomas Stevenson, Mary Miles Sidney Cottman, Wesley Cottman Youles Cottman Jesse Cottman Ida Mae Hargis, John Cottman Samuel Cottman, Henry Smith, Alonzo Cottman, Philmore Smith, Addie Stevenson, Herbert Cottman, Alice Long George Cottman James E. Holland. Arintha Holland and Marion Cottman, non answering adult defendants and that the complainant have leave to take testimony before one of the standing examiners of this Court.

Robt F. Duer, Judge.

And afterwards to wit on the 22nd May 1925 Harry C. Dashiell exmainer in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain interrogatories and testimony by him taken in the words following to wit:

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson et al.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the Bill of Complaint I, Harry C. Dashiell a standing examiner of said Court duly qualified, do hereby certify that at my office in Princess Anne, Maryland on May 22nd 1925 I did take the following depositions, that is to say:

S. James Adams, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. S. James Adams, age 68 years, residence Marion Station Md., occupation, merchant.

Int 2. Mr. Adams, you are the plaintiff in this case. Ans. Yes

Int 3. In your bill of complaint you allege that Edward H. Stevenson deceased, late of Somerset County was indebted to you in the amount of $743.47 evidenced by promissory note, dated Sept 27, 1921 and bearing interest has this indebtedness ever been paid. Ans. No sir.

Int 4. Have any creditors in the way of interest ever been made.

Ans. One payment covering two years interest, amounting to $89.22 This leaves a balance due, including principal and interest to date of $809.63.

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Int 5. Do you know whether or not Edward H. Stevenson is still living.

Anx. No he died some time last fall.

Int 6. Do you know whether or not the deceased had sufficient personal property to cover his indebtedness. Ans. No sir.

Int 7. Have letters of administration ever been granted on his personal estate .

Ans. Yes to J. Stanley Adams.

Int 8. What real property if any did the deceased own at the time of his death.

Ans. He owned sis different lots, three of which have been sold since his death under mortgage. The three pieces still remaining unsold are as follows: First one lot of five acres from Nellie Tull and husband, north of the railroad about a mile north of Marion Station, second a lot of one acre from Jennie E. Tull situated south of the railroad and joining the Jennie Tull property; third, a lot of containing 3½ acres more or less, south of the railroad, adjoining Edward Dennis George Whittington and Jennie Tull lot and described as lot No. 11½ as laid down on a plat filed with deed to J. Scarborough and recorded among the Land Records of Somerset County in Liber O.T?B NO. 40 folio 259.

Int 9 Can you tell whether or not Edward Stevenson had a wife or any legitimate children.

Ans. He did not have any.

Int 10. Who them are his heirs if you know.

Ans. Brother and sisters and children of deceased brothers and sisters.

They are Thomas Stevenson, John Stevenson, the two living brothers, Mary Miles and Ella White, two sisters and Arintha Holland. Ira Holland, children of Percilas Holland a deceased sister and James E. Holland, her husband, Willis Cottman, Alonzo Cottman, Sidney Cottman wesley Cottman, Youles Cottman. Jessie Cottman, Marian Cottman Ida May Hargis and Addie Stevenson, Children of a dedeased sister, Annie Cottman and Fillmore Smith, Henry Smith, Alice Long, Samuel Cottman, George Cottman, John Cottman, Willie Cottman, Herbert Cottman and Idella Waters, children of a deceased sister, Sallie Cottman.

Court Question and answer. No sir not that I know of.

Test: Harry C. Dashiell Exam. S. James Adams.

J. Stanley Adams, a witness of lawful age, being first duly sworn deposing says.

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

Ans. J. Stanley Adams, age 39 years residence Marion Station Md. occupation merchant.

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

Ans. Yes and the plaintiff is my father.

Int 3. The plaintiff Mr. S. James Adams has testified that Edward H. Stevenson died some time last fall and that you were granted letters of administration on his estate if this is a fact please state it and state the condition of his personal affairs.

Ans. Yes He died and I was appointed administrator and I have funds in hand amounting to between $500.00 and $600.00 and there claims filed against the estate aggregating amount to about $1400.00 I have exhausted all of the personal assets and expect no more funds to come into my possession.

Int 4. Will the personal estate be sufficient to pay the debts of Edward H. Stevenson.

Ans. No I do not think they will.

Int 5. Do you know whether or not the deceased left any real property and if so what.

Ans. He left six pieces, three of which have been sold under mortgage, three remaining unsold, which were purchased fromNellie E. Tull and husband, Jennie E. Tull and Isaac H. Coulbourne. All of which are in Brinkleys Election District about one mile north of Marion Station. This property is worth about $600.00.

Court question and answer. "That is about all".

Test: Harry C. Dashiell Exam. J. Stanley Adams.

Eugene Johnson a witness of lawful age, being first duly sworn deposing says:

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

Ans. Eugene Johnson age about 60 years residence near Marion Station, occupation farming.

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

Ans. I know Mr. Adams but I do not know all the defendants.

Int 3. Did you know Edward H. Stevenson.

Ans. Yes sir, I was raised up with him in Dublin

Int 4. Do you know whether or not he is dead.

Ans. Yes sir he is dead.

Int 5. Do you know whether or not he was ever married.

Ans. I don't think he ever had a wife. He always told me that he never was married and never would be.

Int 6. Did you know the woman he lived with.

Ans. Yes sir Her name was Sallie Pennington. She now lives about Mr. Paul Gunbys. She has taken up with another man named Reve Whittington. I have heard her say to Edward Stevenson, when she was angry with him, that she was not his wife and she was glad that she did not marry him.

Court Question and answer. No sir that is about all.

Test: Harry C. Dashiell, Exam. Eugene his X mark. Johnson

Witness signs by mark because he can not write his name.

Edward Dennis a witness of lawful age being first duly sworn deposing says:

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

Ans. Edward Dennis age 49 years; residence near Marion Station on the place adjoining Edward H. Stevensons occupation farming.

Int 2. Are you familiar with the property that Edward Stevenson owned.

Ans. I had been familiar with the property around seventeen or eighteen years.

Int. 3/ Did he or not buy any property from Mr. Isaac H. Coulbourne

Ans. Not to my knowledge.

Int 4. How long has he owned any land just west of you.

Ans. He has owned it for over eighteen years, He has farmed it and worked it and run a ditch around it.

Court Question and answer. No. Sir.

Test: Harry C. Dashiell Exam Edward his X mark. Dennis

Witness signs by mark because he can not write his name.

Samuel J. Scarborough a witness of lawful age, being first duly sworn, deposing says:

Int 1. Stateyour name, age, residence and occupation.

Ans. Samuel J. Scarborough age 55 years, residence Marion, Occupation farming.

Int 2. Are you familiar with the property of Edward H. Strvenson Ans. Yes sir.

Int 3. There is a piece of land containing about 3½ acres, lying just west of the property owned by Edward Dennis, in Brinkley's Election District, do you know who this property belongs to.

Ans. Ned Stevenson always claimed it.

Int 4. How long has he so xlaimed it.

Ans. He claimed it ever since he gegun to take it in about 35 years ago. I

Int 5. What condition was it in then.

Ans. It was woods and trees on it then and he cleared it up and put it in cultivation. He has had it in possession continuously ever since.

Int 6. Have you ever heard any dispute as to this land.

Ans. No sir I never have. No one else ever claimed it.

Court question and answer. That is all.

Test: Harry C. Dashiell Exam. Samuel J. his X mark. Scarborough

Witness signs by mark because he can not write his name.

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Elsie Hall a witness of lawful age being first duly sworn deposing says:

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

Ans. Elsie Hall age 24 years residence Marion Station Md., occupation housewife.

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

Ans. I know Mr. Jim Adams and all of the defendants.

Int 3. Do you know whether or not they are all living.

Ans. They are all living except Aunt Mary Miles who was buried last Tuesday.

Int 4. What day did she die.

Ans. She died Monday May 11th 1925/

Int 5. Did she or not die intestate and who are her heirs at law.

Ans. I do not know whether she died intestate but she had three children. Their names are Martha Miles, Elisha Miles and Addie Miles and her husband Robert Miles.

Int 6. You saw Mary Miles dead. Ans Yes sir.

Court Question and answer. No sir.

Test Harry C. Dashiell Exam. Elsie Hall.

There being no further witnesses produced to me to be examined I herewith at the request of plaintiff solicitor return the above depositions to Court closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 22nd day of May 1925.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

Bill of Costs.

Harry C. Dashiell	Examiner	$4.00
J. Stanley Adams	Witness& Mileage	1.50
Eugene Johnson	"	1.50
Edward Dennis	"	1.50
S. J. Scarborough	"	1.50
		10.00

And thereafter on the 23rd day of June 1925 the following Supplemental Bill of Complaint was filed.

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County.

To the Honorable the Judges of the Circuit Court for Somerset County in Equity.

Your orator complaining says:

That heretofore to wit on the fourth day of March 1925, he filed his bill of complaint in this Court against the heirs at law of Edward H. Stevenson of Somerset County among which was Mary Miles praying a sale amongst other things of the real property of the said Edward H. Stevenson for the payment of debts as in said bill is particularly set forth to which bill the defendant Mary Miles failed to answer after more than fifteen days had elapsed after return date to which she was summoned the said defendant Mary Miles died May 11, 1925.

The said Mary Miles died intestate leaving as her heirs at law her husband Robert Miles and three Minor children Martha Miles Elisha Miles and Addie Miles all of Somerset County, Maryland.

To the end therefore that the said Robert and Martha, Elisha and Addie Miles may be made parties to this suit, the said Robert, Martha, Elisha and Addie Miles may answer as well the matters charged in the original bill of complaint as well as this amended bill that your author may have such relief against them as is prayed by his original bill against the said Mary Miles.

May it please your honor to grant unto your orator the writ of the state of Maryland of Subpoena directed to the said Robert Miles an audit of Somerset County and Martha, Elisha and Addie Miles infants of Somerset County.

And as in duty bound and etc.

Edgar A. Jones. Solicitor for the Plaintiff.

Ordered this q23rd day of June 1925 by the Circuit Court of Somerset County in Equity that Robert Miles, Martha Miles, Elisha Miles and Addie Miles heirs at law of the deceased, defendant Mary Miles be made parties to this suit and that writ of subpoena be issued for them.

Robt F. Duer, Judge.

And thereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland Somerset County to wit:

The state of Maryland To Robert Miles, Martha Miles, Elisha Miles Addie Miles of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in July next to answer the complaint of S. James Adams. against you and others in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the first Judicial Circuit of Maryland the 4th day of May Anno Domini 1925.

Issued the 23rd day of June Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit: The state of Maryland To Robert Miles Martha Miles Elisha Miles Addie Miles of Somerset County, Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in July next to answer the complaint of S. James Adams against you and others in the said Court exhibited hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland on 4th day of May Anno Domini 1925.

Issued the 23rd day of June Anno Domini 1925.

Per order W. Jerome Sterling, Clerk.

At which said first Monday in July the day of the return of the above recited writ same again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit.

To the First of said writs as follows:

Robert Miles summoned and copy left.

Luther Daugherty Sheriff.

To the second of said writs as follows:

Addie Miles summoned and copy left with Robert Miles father and next friend.

Luther Daugherty Sheriff.

And thereafter on the 25th July 1925 the following answer of Ulysses G. Miles was filed.

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County.

The answer of Elisha Miles whose peoper name is Ulysses Miles admits that matters and facts in the bill of complaint and the supplemental bill of complaint in this case filed in this Court and consents to the passage of such decree as may be right and proper in the premises and waives the necessity for taking further testimony and says that he is an adult more than twenty one years of age, and As in duty bound and etc.

J Stanley Adams Witness. Ulysses G. Miles.

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Answer of Robert Miles filed July 6 1926.

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County.

The answer of Robert Miles admist the matters and facts set forth in the bill of complaint and the supplemental bill of complaintin this case filed in this Court and consents to the passage of decree as may be right and proper in the premises and waives the necessiry for taking further testimony and As in duty bound and etc.

C. R. Bounds Witness Robert H. Miles.

Answer of Martha Miles filed July 25 1926.

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County.

The answer of Martha Miles admits the matters and facts set forth in the bill of complaint and the supplemental bill of complaint in this case filed in this Court and consents to the passage of such decree as may be right and proper in the premises and waives the necessity for taking further testimony and says that she is an adult more than twenty one years of age and

As in duty bound and etc.

J. Stanley Adams Witness Martha E. Miles.

And thereafter to wit the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson and others.	)	For Somerset County.

To the Honorable the Circuit Court for Somerset County:

The petition of the Plaintiff in the above cause respectfully represents.

That Addie Miles defendant in the above cause has been duly summoned but being an infant she cannot answer and defend this suit for herself and have no gusrdian within the jurisdiction of this Court to answer and defend for her.

The plaintiff therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infant. And as in duty bound etc.

Edgar A. Jones Solicitor for Plaintiff.

State of Maryland. Somerset County to wit:

I hereby certify that on this 23 day of July in the year nineteen hundred and twenty five before me the subscriber a Judge of Circuit Court personally appeared Edgar Jones and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated to the best of his knowledge information and belief.

Robt F. Duer,

Upon which said petition the Court here filed the following order.

Upon the foregoing petition and affidavit it is ordered by the Circuit Court for Somerset County this 23rd day of July nineteen hundred and twenty five that James Stewart be and he is hereby appointed guardian ad litem to appear and answer for Addie Miles infant defendant in the above cause.

Robt F. Duer, Judge.

And whereupon James Stewart as guardian specially appointed filed in Court here the following answer,

The answer of Addie Miles infant defendant in the above dause by James Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County to the bill of complaint of S. James Adams against her in the said Court exhibited .

This defendant for answer to the said bill of complaint by her said guradian answer and say, that being ignorant of the matters charged in the said bill and being an infant of tender years she can not admit of the allegations of said bill but submit her rights to the protection of this Honorable Court and waives the necessity of taking more testimony in the case.

And as in duty bound etc. James R. Stewart, Guardian ad litem.

And thereafter on the 25th day of July 1925 the following petition and order of Court was filed.

S. James Adams) No. 3787 Chancery
Vs.) In the Circuit Court
Thomas Stevenson and others.) For Somerset County.

We the Honorable The Judges of the Circuit Court for Somerset County

The petition of the Complainant respectfully represents.

That since the filing of his supplemental of Complaint on June 23rd he has been reliably informed that Martha Miles and Ulysses Miles are adults and not infants as alleged in said supplemental bill and he therefore respectfully petitions that he have laave to take further testimony in the case. Edgar A. Jones, Solicitor for Complainant.

Upon the above petition it is thereupon this 23rd day of July in the year nineteen hundred and twenty five ordered by the Circuit Court for Somerset County that the complainant have leave to take further testimony before one of the standing examiners of this Court.

Robt F. Duer Judge.

And afterwards to wit on the 25th day of July 1925 Harry C. Dashiell examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain Testimony filed with him and by him taken in the words following to wit:

In the above entitled cause an order having been passed for the taking of additional testimony I hereby certify that the following depositions were taken before me the Examiner Saturday July 25, 1925, Viz:

Robert Miles a witness of lawful age Being first duly sworn deposing says:

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

Ans. Robert Miles age 59 years, residence near Costen station, occupation farming.

Int 2. Domyou know Mary Miles.

Ans. She was my wife and she died May 20, 1925.

Int 3. Did she have any children.

Ans. Yes sir she had three living , two daughters and one son.

Int 4. What is the name and age of those children.

Ans. Martha Miles born June 7, 1888, Ulysses born July 26, 1902. and Addie Miles born January 11, 1910, In your supplmental bill you have my sons name Elisha Miles, but it should be Ulysses Miles.

Court Question and answers. No sir.

Test: Harry C. Dashiell Robert H. Miles.

There being no further witnesses produced to me to be examined I herewith return the above depositions to Court closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 25th day of July 1925.

Harry C. Dashiell (SEAL).
Examiner in Chancery.

And thereafter to wit on the 4th August 1925 the Circuit Court here passed the following decree in the premises:

S. James Adams) In the Circuit Court
Vs.) For Somerset County
Thomas Stevenson et al.) Maryland
No. 3787 Chancery.

The above cause having been submitted the proceedings therein were by the Court read and considered It is thereupon this 3rd day of August in the year 1925 by the Circuit Court for Somerset County in Equity adjudged ordered and decreed that the property in the proceedings mentioned be sold.

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And that Edgar A. Jones of said Somerset County be and he is hereby appointed Trustee to make 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 corporate surety or sureties to be approved by this Court or by the Clerk thereof in the penalty of One 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 giben at least three weeks notice by advertisement inserted in such weekly newspaper or newspapers published in said Somerset County as he shall think proper of the time, place, manner and terms of sale which shall be one third cash on day of sale one third in six months from said date and the balance in twelve months from said date or all cash at the option of the purchaser the credit portions to bear interest from day of sale to be secured by the bond of the purchaser with surety to the said trustee and soon as may be convenient after any such sal e or sales the said Trustee shall return to this Court a full and particular report 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 the said trustee shall by a good and sufficient deed to be executed acknowledge 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 claims of the parties hereto 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 saidnsale to be distributed under the direction of the Court after deducting 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.

Robert F. Duer.

And thereupon the said Edgar A. Jones trustee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS; That we Edgar A. Jones as Principal of Princess Anne, Somerset County Maryland and the 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 One Thousand dollars ($1000.00) 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 twenty sixth day of August in the year of our Lord one thousand nine hundred and twenty five.

Whereas the above bounden Edgar A. Jones by virtue of the decree of the Honorable the Judge of the Circuit Court of Somerset County has been appointed trustee to sell the real estate mentioned in the proceedings in the case of S. James Adams Vs. Thomas Stevenson e t als being No. 3787 Chancery now pending in said court.

Now the condition of the above obligation is such that if the above bounden Edgar A. Jones do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by anyfuture 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.

Corporate Seal.

Edgar A. Jones (SEAL).

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By Gordon Tull Attorney in Fact.

Which said bond was thus thereon endorsed. Bond Approved. W. Jerome Sterling, Clerk.

And thereafter to wit on the 2nd day of September 1925 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

S. James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson et al.	)	For Somerset County, Maryland.

To the Honorable Judge of the Circuit Court for Somerset County, in Equity, The report of Edgar A. Jones trustee, appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of the trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the Somerset News a paper published in said Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Post Office door in Marion Maryland on the 29th day of July in the year nineteen hundred and twenty five at about 2 O'clock P. M. and then and there did proceed to sell said property. That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows:

First: All that lot or parcel of land lying and being in Brinkley's Election District Somerset County Maryland about one mile north of Marion on the north side of the railroad adjoining the land of Samuel J. Malone and what is known as the Benjamin Lankford property containing 5acres more or less, which was conveyed unto Edward H. Stevenson by Nellie W. Tull and husband by deed dated September 11, 1919, and numbered among the land records of Somerset County, Maryland in Liber W,J.S. NO. 79 folio 56.

Second: All thatlot or parcel of land situated lying and being in Brinkley's Election District Somerset County Maryland on the south side of the railroad leading from Marion to Kingston, containing one acre more or less, being the same and all the land which was conveyed unto the said Edward H. Stevenson, by Jennie E. Tull, by deed dated November 2, 1912, and recorded among the land records of Somerset County Maryland in Liber W.J.S. No. 62 folio 503.

Third: All that lot or parcel of land containing three and one half acres, more or less about one mile north of Marion Station, and south of the railroad leading from Marion to Kingston, adjoining the lands of Edward Dennis, George Whittington and that lot purchased by Edward H. Stevenson from Jennie E. Tull, fully described as lot Number eleven and one half as laid down on a plat filed with deedfrom Isaac H. Coulbourn and wife to J. Scarborough and recorded among the land records of Somerset County Maryland in Liber O.T.B. Number 40 folio 256.

And sold the same to J. Stanley Adams he being then and there the highest bidder therefor at the sum of seven hundred and twenty five dollars and said purchaser has complied with the terms of sale.

Respectfully submitted.

Edgar A. Jones Trustee.

State of Maryland, Somerset County to wit:

On this 2nd day of September nineteen hundred and twenty five personally appeared before me Clerk of the Circuit Court for Somerset County aforesaid Edgar A. Jones, Trustee named in the above report of sale and made oath in due form of law that the matter and things statedin the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

W. Jerome Sterling, Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

9VOGE

S . James Adams	)	No. 3787 Chancery
Vs.	)	In the Circuit Court
Thomas Stevenson et al.	)	For Somerset County
		In Equity.

Ordered that the sale of property mentioned in these proceedings, made and reported by Edgar A. Jones Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3d day of October 1925, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County once in each of three successive weeks before the 3rd day of October 1925. The report states the amount of sales to be $725.00.

W. Jerome Sterling, Clerk.

And now at this day on the 12th day of October 1925 comes again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

S. James Adams	)	In the Circuit Court
Vs.	)	In Equity
Thomas Stevenson et al.	)	For Somerset County No. 3787.

Ordered by the Court this 12th day of October 1925, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robt F. Duer

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law and the same is accordingly done.

Per: ,Clerk.

nnnn

State of Maryland Somerset County to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County on the first Monday in November being the 1st day of the same month in the year of our Lord one thousand nine hundred and twenty six.

Were present: Hon. John R. Pattison Chief Judge.
Hon. Joseph L. Bailey Asso Judge
Hon. Robert F. Duer Asso Judge.

Luther Daugherty Sheriff W. Jerome Sterling Clerk.

In the Record of proceedings of said Court among others were the following to wit:

James C. Carver and others)
Vs.)
Mary E. Beauchamp and others.)

Be it remembered that heretofore on the 21st day of May 1926 a certainJames C. Carver and Manfred F. Carver co-partners trading as J. C. Carver & Company by Ewell & Child their solicitors exhibited and filed in the Circuit Court here a bill of complaint against Mary E. Beauchamp and others which said bill of complaint is in the words following to wit:

James C. Carver and Manfred F. Carver)
copartners trading as J. C. Carver & Company.)
Vs.) In the Circuit Court
Mary E. Beauchamp, William W. Beauchamp and Irene C.) For Somerset County
Beauchamp his wife Anna Virginia Carver and Manfred F.) Maryland,
Carver, her husband, Sarah Margaret Wilkins and Paul) In Equity.
Wilkins, her husband, Irving T. Beauchamp and Carrie) No. 3870 Chancery.
Beauchamp his wife, Ethel Ward and Thomas Ward, her)
husband, and William W. Beauchamp, administrator of the)
goods and chattels and personal estate of William T.)
Beauchamp, late of Somerset County, Maryland deceased.)

To the Honorable the Judges of said Court:

Your orators who sue as well for themselves as for all other crecitors of William T. Beauchamp, late of Somerset County Maryland, deceased who will come in and contribute to the expense of this suit, complaining say:

1. That the said William T. Beauchamp was in his lifetime indebted unto your orators, James C. Carver and Manfred F. Carver , co-partners trading as J. C. Carver & Company, in the full and just sum of three hundred and sixty seven dollars and ninety two cents ($367.92) two hundred and ninety dollars and nine cents ($290.09) of which is represented by his bill obligatory dated August 26, 1922, and payable to the order of your orators four months after date with interest thereon the balance of said amount being represented by open account, both of said items being now overdue and sworn account thereof filed herewith as a part hereof marked "Exhibit A".

2. That the said William T. Beauchamp departed this life on or about the fourth day of March 1926, intestate leaving real and personal property.

3. That the Orphans' Court of Somerset County, Maryland has heretofore issued letters of administration on the personal estate of the said deceased to William W. Beauchamp, one of the defendants to this suit, who has qualified as such administrator as will appear by reference to certificate of the Register of Wills of Somerset County Maryland filed herewith as a part hereof marked Exhibit B".

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4. That the personal estate of the said deceased is not sufficient to pay his debts and cost of administration as will appear by reference to the administration account and report filed in the office of the Register of Wills of Somerset County, Maryland.

5. That the said William T. Beauchamp being so indebted as aforesaid unto your orators and also unto divers other persons and having real and personal estate to great value, departed this life on or about the fourth day of March 1926, intestate as aforesaid and leaving surviving him Mary E. Beauchamp his widow, and the following children his heirs at law, viz: William W. Beauchamp who intermarried with the said Irene C. Beauchamp; Anna Virginia Carver, who intermarried with the said Manfred F. Carver; Sarah Margaret Wilkins, who intermarried with the said Paul Wilkins; Irving T. Beauchamp, who intermarried with the said Carrie Beauchamp and Ethel Ward, who intermarried with the said Thomas Ward, to whom the real estate of the said deceased descended by operation of law.

6. That a certain John T. W. Riggin, late of Somerset County, Maryland, by his last will and testament dated December 2, 1857 probated in the office of the Register of Wills of Somerset County Maryland and recorded therein in Liber J. P. No. 5 folio 297 certified copy of which is filed herewith as a part hereof marked "ExhibitC" devised and bequeathed all of his estate both real and personal, to his wife, Levinah Anne, during her lifetime and at her death to his three children John Thomas, Sarah and Virvinia and thereafter the said Levinah Anne departed this life thus leaving the title to the real estate of the said John T. W. Riggin vested in his three children as aforesaid, as tenants in common; and the said Sarah as Sarah A. J. Brittingham and George W. Brittingham, her husband, by their deed dated January 24, 1878 and recorded among the land records of Somerset County Maryland, in Liber L. W. No. 17 folios678. conveyed all their right, title and interest, the same being an undivided one third, in and to said lands to the said John Thomas, the same being conveyed to him as John T. Riggin, as will appear by reference to said deed, certified copy of which is filed herewith and made a part hereof and marked "Exhibit D" thus making the said John T. Riggin and Virginia, his sister owners of said land as tenants in common, the said John T. Owning an undivided two thirds interest and the said Virginia an undivided one third interest.

7. That the said John T. Riggin mentioned in the next proceeding paragraph of this bill of complaint and Olivia E. Riggin, his wife by their deed dated July 3, 1885, and recorded among the land records of Somerset County, Maryland, in Liber H.F.L. No. 3 folios 105, etc. conveyed all their right title, interest and estate in and to said lands,which thesaid John T. W. Riggin devised as aforesaid unto William T. Beauchamp aforesaid the same being an undivided two thirds interest in said lands as will appear by reference to certified copy of said deed filed herewith and made a part hereof marked "Exhibit E".

8. That the said Virginia, to whom one third of the lands of the said John T. W. Riggin was devised as aforesaid was at the time of the conveyance to the said William T. Beauchamp from John T. Riggin and Olivia E. Riggin above mentioned the wife of the said William T Beauchamp the title to the said real estate thus becoming vested in the said William T. Beauchamp and the said Virginia Beauchamp, his wife, as tenants in common the said William T. Beauchamp owning a two thirds interest therein conveyed to him as aforesaid and the said Virginia a one third interest therein devised to her as aforesaid.

9. Thatthereafter to wit during or about the year 1884 the said Virginia departed this life intestate leaving surviving her the said William T. Beauchamp her husband, and the following children and heirs, William W. Beauchamp Anna Virginia Carver, Irving T. Beauchamp and Sarah Margaret Wilkins, to whom the same descended by poeration of law, the said real estate this becoming vested in them as tenants in common the said William T. Beauchamp owning an undivided two thirds interest and the said children and heirs at law of the said Virginia Beauchamp an undivided one third interest and the said William T. Beauchamp thereafter intermarried with the said Mary E. Beauchamp who survived him as set forth in paragraph five of said bill.

10. That on the 19th day of March 1918, the State of Maryland, granted unto the said William T. Beauchamp now deceased as aforesaid and William W. Beauchamp Irving T, Beauchamp , Anna Virginia Carver and Sarah Margaret Wilkins a tract of land under the name of "Beauchamp's Endeavor" same being recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 74 folio 103 etc., certified copy of which is filed herewith and made a part hereof, marked "Exhibit F which grant as by reference thereto will appear, embraces all the lands devised by the last will and testament of John T. W. Riggin aforesaid and in addition certain marsh lands adjacent thereto containing in the whole two hundred and eighteen and four tenths (218 4/10) acres of which marsh lands fifty and eighth tenths (50 8/10) acres the said William T. Beauchamp and Mary E. his wife, William W. Beauchamp and Irene C. his wife Anna Virginia Carver and Manfred F. her husband, Sarah Margaret Wilkins and Paul, her husband and Irving T. Beauchamp and Carrie, his wife,granted and conveyed to a certain George E. White, by deed dated March 27, 1918, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 74 folios 280 etc., certified copy of which is filed herewith and made a part hereof marked Exhibit G"/

11. That it will appear by reference to the aforesaid exhibits that the said William T. Beauchamp at the time ofhis death was seized and possessed of an undivided two thirds interest in and to the lands in Somerset County, Maryland, which was devised by the last will and testament of John T. W. Riggin above mentioned and seized and possessed of an undivided one fifth interest in and to so much of the lands in said Somerset County, Maryland, called "Beauchamp's Endeavor" granted by the State of Maryland, as aforesaid, as was contiguous to and added to the lands devised by the last will and testament of John T. W. Riggin aforesaid as will appear by reference to said Exhibit F. all of which interest of the said William T. Beauchamp is subject to the payment of his debts the personal property not being sufficient as hereinbefore alleged.

12. That the said Mary E. Beauchamp , William W. Beauchamp, Irene C. Beauchamp, Anna Virginia Carver, Manfred F. Carver, Sarah Margaret Wilkins, Paul Wilkins, Ethel Ward, Thomas Ward and William W. Beauchamp, administrator of the goods and chattels and personal estate of the said William T. Beauchamp are residents of Somerset County, Maryland, and Irving T. Beauchamp and Carrie Beauchamp his wife are non residents of the state of Maryland, and residents of the State of Virginia.

To the end, therefore, that the real estate of which the said William T. Beauchamp, died seized or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the debts due and owing by the said William T. Beauchamp at the time of his death as may remain unsatisfied after applying to the payment of said debts the net proceeds of the sale of his personal estate.

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

May it please your honors to grant unto your orators the writ of subpoena directed to the said William W. Beauchamp and Irene C. Beauchamp his wife, Anna Virginia Carver and Manfred F. Carver her husband Sarah Margaret Wilkins and Paul Wilkins, her husbandWilliam W. Beauchamp, administrator of the goods and chattels and personal estate of the said William T. Beauchamp, deceased, Ethel Ward and Thomas Ward her husband all of whom reside in Somerset County, Maryland, commanding them and each of them to be and appear either in person or by solicitor in this court on or before a certain day to be named therein, to whow cause, if any they have, why a decree ought not to be passed as prayed; and to grant unto your orators the order of publication giving notice to the said Irving T. Beauchamp and Carrie Beauchamp his wife, who are non residents of the state of Maryland, and who are residents of the state of Virginia, of the object and substance of this bill and warning them to appear in this court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed. And as in duty bound etc.

Ewell & Child.
Solicitors for Complainants.

Exhibit A referred to in the foregoing Bill is as follows:

J. C. Carver & Co. dealer in General Merchandise. Marumsco Maryland April 14, 1926.

Sold To W. T. Beauchamp.

To	Note	$290.09
"	Interest to March 28, 1926.	20.20
"	Bal due on Book account	57.63
Amount due 3/28/ 1926.		367.92

State of Maryland, Somerset County to wit:

On this 14th day of April in the year ofour Lord nineteen hundred and 26 before the subscriber Register of Wills for Somerset County personally appeared M. F. Carver of the firm of J. C. Carver & Co. and in the presence of Almighty God solemnly declared that the annexed claim as stated is just and true, and that he hath not received any part of the money stated to be due, or any security or satisfaction for the same except what (if any) is credited.

Hardy B. Cullen Reg W. S. Co.

Exhibit B referred to in the foregoing Bill is as follows:

Maryland Sc. The state of Maryland.

To all persons to whom these presents shall come Greeting: Know ye that Administration of all the goods chattels and credits of William T. Beauchamp late of Somerset County deceased is hereby granted and committed unto William W. Beauchamp the Administrator.

Witness John R. Corbin Esq.

Chief Judge of the Orphans Court for Somerset County this 12th day of MarchAnno Domini 1926.

Test: Hardy B. Cullen Register of Wills for Somerset County.

State of Maryland Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law keeper of the Seal of the records of the Original papers of the Orphsns' Court of Somerset County do hereby certify the aforegoing is a true and full copy of the letters of administration granted unto William W. Beauchamp upon the estate of William T. Beauchamp late of said county deceased taken from Liber L.R. No. 39 folio 307. the same being one of the records kept in the office of the Register of Wills for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 20th day of April in the year of our Lord nineteen hundred and twenty six.

Hardy B. Cullen
Register of Wills for Somerset County.

Exhibit C referred to in the foregoing Bill is as follows:

Last will and testament of John T. W. Riggin

In the name of God Amen, I John T. W. Riggin of Somerset County in the State of Maryland, being sick and weak in body but of sound and disposing mind memory and understanding considering the certainty of death and the uncertainty of time thereof 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 principaly I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my executor hereinafter named and after my debts and funeral charges are paid I devise and bequeath as follows: I devise and bequeath all of my estate both real and personal to my wife Levinah Ann during her lifetime and at her death then to my three children John Thomas, Sarah and Virginia to them their heirs and assigns forever in equal portions share and share alike, and lastly I do hereby constitute and appoint Henry W. Matthews to be the sole executor of this my last will and Testament revoking and annulling all former will by me heretofore made ratifing and confirming this and none other to be my last will and testament in testimony whereof I have hereunto set my hand and affixed my seal this 2nd day of December 1857.

John T. W. Riggin (SEAL).

Signed sealed published and declared by John T. W. Riggin the above named testator as and for his

last will and testament in the presence of usnwho at the request of his presence and in the presence of each other have subscribed our names as witness thereto.

William S. Hall, Thomas M. Bell, M. H. Cluff.

Somerset County, to wit:

December the 29th day 1857. Then came Henry W. Matthews and made oath on the Holy Evangely of Almighty God, that the foregoing instrument of writing is the true and whole and sold last will and testament of John T. W. Riggin, late of Somerset County, deceased, that hath come to his hands or possession and that he doth not know of any other.

Before S. C. Long Reg W. S. Co.

Somerset County to wit: December the 29th day 1857. Then came Michael H. Cluff one of the subscribing witnesses to the foregoing last will and testament of John T. W. Riggin late of Somerset County, deceased and made oath on the Holy Evangely of Almighty God that he did see the testator therein named sign and seal this will that he heard him publish, pronounce and declare the same to be his last will and testament; that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deedor contract and that he subscribed his name as a witness to his Will in the presence and at the request of the Testator, and in the presence of the other subscribing witnesses thereto. He further depsed that he did see Wm S. Hall and Thomas M. Bell subscribe their names as witnesses to this will in the presence and at the request of the Testator and in the presence of each other.

Before S. C. Long Reg W. S. Co.

Recorded in Liber J. P. No. 5 folio 297 & 8.

Test Sidney C. Long Reg W. S. Co.

State of Maryland, Somerset County SS:

I, Hardy B. Cullen Register of Wills and by law keeper of the seal and of the records and of the original Papers of the Orphans Court of Somerset County do hereby certify that the foregoing is a true and full copy of the last will and testament of John T W. Riggin late of said county deceased taken from Liber J. P. No. 5 folio 297 & 8 the same being one of the Records kept in the office of the Register of Wills for Somerset County.

Seal of Court.

In testimony whereof I hereto subscribe my name and affix the seal of said Court this 13th day of April in the year of our Lord nineteen hundred and twenty six.

Hardy B. Cullen Register of Wills for Somerset Co.

Exhibit D referred to in the foregoing Bill.

THIS DEED, made this 24th day of January 1878 by George W. Brittingham and Sarah A. J. Brittingham, his wife Witnesseth:

That for and in consideration of the sum of Four Hundred and fifty dollars to them in hand paid the receipt of which they do hereby acknowledged hath bargained and sold and by these presents doth grant bargain and sell unto John T. Riggin all there right title claim, just trust and demand at law and in Equity of them the said George W. Brittingham and Sarah A. J. Brittingham in the farm called Pemo or a part of and Torac situated lying and being in Somerset County, state of Maryland and is contained within the following meets and bounds to wit: on the north by the lands of George Bell and William S. Brittingham on the south by the lands of James H. Hughs on the East by the Pocomoke River and on the west by the lands of James Davis and the lands belonging to the heirs of Caleb R. Hughes Dec. and containing one hundred and twenty two and one half acres more or less unto him the said John T. Riggin in fee simple.

Witness our hands and seals this the day and year first above written.

Witness C. A. McCready. Geo. W. Brittingham (SEAL).

Sarah A. J. Brittingham (SEAL).

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State of Maryland, Somerset County to wit:

I hereby certify that on this 24th day of January, 1878 before me the subscriber a Justice of the Peace of the said state in and for the County aforesaid personally appeared George W. Brittingham and Sarah A. J. Brittingham his wife and severally acknowledged the aforegoing deed to be there act. Acknowledged before C. A. McCready J. P.

March the 12th day Anno Domini 1878 then was delivered unto me the subscriber the aforegoing deed in order to be entolled among the records of Somerset County which said deed together with the acknowledgment thereof thereon endorsed isaccordingly enrolled among the same records in Liber L. W. No. 17 folio 678 on the day and year aforesaid.

Per Benjamin F. Lankford Clk.

State of Maryland Somerset County to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County, Maryland, do hereby certify that the foregoing is truly and correctly copied from Liber L. W. No. 17 folio 678 one of the land records of Somerset County.

Seal of Court.

In testimony whereof I hereto subscribe my name and affix the seal of said Court on this the 14th day of April 1926.

W. Jerome Sterling, Clerk.

Exhibit E referred to in the foregoing Bill is as follows:

THIS DEED, made this third day of July in the year eighteen hundred and eighty five by John T. Riggin and Olivia E. Riggin his wife of Worcester County in the state of Maryland. Witnesseth that in consideration of the sum of Eight Hundred dollars we the said John T. Riggin and Olivia E. Riggin his wife do grant in fee simple unto William T. Beauchamp of Somersst County in the state of Maryland, all our interest in a part of a tract of land situate in Brinkleys Election District of Somerset County, aforesaid called "Pems and Rorso" the same being a two thirds interest in a tract of land which was devised to me the said John T. Riggin and my two sisters Sarah A. J. Riggin and Virginia A. Riggin by our father John T. W. Riggin by his last will and testament duly admitted to probate in the office of the Register of Wills for Somerset County aforesaid, the part of said tract hereby intended to be conveyed being the one third interest which was devised to me under said will and also the one third interest which was devised to my sister Sarah A. Brittingham, formerly Riggin, and which was conveyed to me the said John T. Riggin by the said Sarah A. J. Brittingham by deed duly recorded among the land records of Somerset County, aforesaid, the tract hereby conveyed containing one hundred andtwenty two acres of land more or less. And the said John T. Riggin hereby covenants that he will warrant specially the property hereby conveyed and that he will make such further assurances as may be requisite.

Witness our hands and seals. John T. Riggin (SEAL).

Test: Jas G. Messick. Olivia E. Riggin (SEAL).

Maryland Worcester County to wit:

I hereby certify that on this third day of July in the year eighteen hundred and eighty five before the subscriber a Justice of the Peace of the said State in and for the County aforesaid personally appeared John T. Riggin and Olivia E. Riggin his wife and did each acknowledge the aforegoing deed to be their respective act.

Jas G. Messick J.P.

State of Maryland, Worcester County to wit:

I, Irving T. Matthews Clerk of the Circuit Court for Worcester County aforesaid hereby certify that James G. Messick, Esquire before whom the above acknowledgment appears to have been made and whose name appears thereto signed was at the time the same bears date one of the Justices of the Peace of the state of Maryland in and for Worcester County aforesaid duly commissioned and sworn.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of the said Circuit Court this third day of July A. D. 1885.

I. T. Matthews Clerk.

July the 7th day Anno Domini 1885 then was delivered unto me the subscriber the aforegoing deed in order to be enrolled among the records of Somerset County which said deed together with the ack nowledgment thereof thereon endorsed and Clerks certificate thereto attached, is accordingly enrolled among the same records in Liber H.F.L. No. 4 folio 105 & 106 on the day and year aforesaid

Per H. Fillmore Lankford, Clerk.

State of Maryland, Somerset County to wit:

I, W. Jerome Sterling Clerk of the Circuit Court do hereby certify that the foregoing deed is truly and correctly copied from Liber H.F.L. No. 3 folio 105 and 106 one of the land record of said Courty.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 14th day of April 1926.

W. Jerome Sterling, Clerk.

Exhibit F. referred to in the foregoing Bill is as follows:

The State of Maryland. To all persons to whom these presents shall come Greeting:

SEAL

Given under the Great Seal of the State of Maryland this 19th day of March, nineteen hundred and eighteen.
Emerson C. Harrington
Governor.

Know ye that whereas William W. Beauchamp, Irving T. Beauchamp Anna Virginia Carver, Sarah Margaret Wilkins and William T. Beauchamp, of Somerset County state of Maryland, on the fifteenth day of March, nineteen hundred and seventeen, obtained out of the Land Office of Maryland, a special warrant of resurvey to resurvey part of a tract or parcel of land called Pinmore" originally on the twenty fourth day of February, sixteen hundred and sixty five, granted Mark Manlove, for three hundred acres also part of a tract of land called "Privilege" originally on the fourth day of October, Seventeen Hundred and fifty two, granted William White, for twenty seven and one half acres; lying and being in Brinkleys Election District of Somerset County aforesaid, with liberty of correcting errors, adding any con tiguous vacancy and of reducing the whole into one entire tract.

In pursuance whereof, a resurvey was made of the aforesaid tracts of land and a certificate thereof returned on the thirteenth day of September, nineteen hundred and seventeen, when the original tracts were found to contain one hundred and forty seven and three tenths acres of land to which was added the quantity of seventy one and one tenth acres of vacant land, making in the whole the quantity of two hundred and eighteen and four tenths acres of land in this resurvey, and called "Beauchamp's Endeavor" as appears.

And the said William W. Beauchamp, Irving T. Beauchamp, Anna Virginia Carver, Sarah Margaret Wilkins and William T. Beauchamp having fully compounded for the said vacant land according to law.

The state of Maryland, doth therefore hereby grant and confirm unto them the said William W. Beauchamp, Irving T. Beauchamp, Anna Virginia Carver, Sarah Margaret Wilkins and William T. Beauchamp, the said land resurveyed as aforesaid with the vacancy added , reduced into one entire tract and called "Beauchamp's Endeavor", lying in Brinkleys Election District of Somerset County state of Maryland, bounded and described as follows:

Beginning for the outlines of the whole at a pine stump on the edge of the marsh represented on the plat at the letter "A" and running thence South sixty one degrees and fifteen minutes west, five and one quarter perches to a stone on a floodbank; thence by and with a ditch the twelve following courses and distances, viz: South twenty nine degrees and thirty minutes west, twenty five and three quarter perches, south forty six degrees and thirty minutes west, eleven and three tenths perches to a pine tree, south forty two degrees west, six perches, south seventy degrees west, four and nine-tenths perches to a red oak tree; south sixty one degrees

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west, eighteen perches, south forty four degrees and fifteen minutes west, four and sevenptenths perches to a stone; south forty degrees and fifteen minutes west, seventeen perches, south forty six degrees and thirty minutes west ten and six tenths perches, south forty degrees west, five and forty four hundredths perches, south twenty eight degrees and forty five minutes west, four perches south thirty nine degrees west four perches, south nineteen degrees and thirty minutes west, three and four tenths perches, thence leaving the ditch, west seven and six-tenths perches to a stone; thence North eighty eight degrees and thirty minutes west, seventy eight perches, thence south thirty eight degrees and thirty minutes East, fifty six and thirty eight hundredths perches to a marked black gum tree, thence south fifty six degrees west, twenty four perches to the East side of the County road, thence south fifty seven degrees and thirty minutes west, thirty two and nine-tenths perches; thence south fifty three degrees and forty five minutes west, eight and one-quarter perches to a makked red oak tree, thence south fifty six degrees and thirty minutes West sixteen and four tenths perches; thence south fifty five degrees and forty five minutes west, seven and four tenths perches thence south forty eight degrees and thirty minutes west, six and nine-tenths perches to a stake in a maple stump, thence south fifty eight degrees and thirty minutes east forty seven and eighty five hundredths perches to a marked white oak tree; thence north sixty one degrees and forty five minutes East, two perches to a marked maple tree; thence North seventy two degrees and fifteen minutes east, twenty four and forty four hundredths perches to a marked white oak, tree; thence North seventy two degrees and fifteen minutes east, thirty six perches to a marked white oak tree; thence North seventy two degrees and fifteen minutes east, eighteen perches to a stone; thence North forty six degrees fifteen minutes east twenty two perches by and with a causeway; thence north forty nine degrees and fifteen minutes east, fifty one perches to a marked black gum tree, thence North fifty four degrees east, forty three perches to a locust bounder; thence North sixty eight degrees East. eleven and seventy five hundredths perches to a marked pine tree; thence North forty three degrees and thirty minutes east, twenty nine perches to a marked pine tree; thence North forty three degrees East, thirty perches to a pine stump at the edge of the marsh, thence by and with the edge of the marsh the eighteen following courses and distances, viz: North sixty degrees and thirty minutes east two and sixty eight hundredths perches to a marked pine tree, South sixty four degrees and fifteen minutes east, twelve perches, north seventy-four degrees and forty five minutes east, fourteen perches south eighty four degrees east, four perches; South sixty seven degrees fifteen minutes east five perches, south fifty five degrees East, eight perches south thirty eight degrees forty five minutes east, six and six tenths perches, south thirty four degrees forty five minutes East, nine and four tenths perches, south thirty minutes East, two perches, South nineteen degrees and forty five minutes west, four perches south thirty degrees West, three and five tenths perches, south forty six degrees east, two perches south eighty six degrees east, five perches, south thirty three degrees forty five minutes east, twelve perches, South eighteen degrees thirty minutes east, twenty five and nine tenths perches; Northeighty five degrees and forty five minutes East four and six tenths perches, south forty one degrees and forty five minutes East, six and eight tenths perches, south twenty three degrees and thirty minutes East, twenty nine perches to the mouth of a gut at the Pocomoke River; thence by and with the bank of said river the fifteen following courses and distances, viz: North sixty six degrees and thirty minutes east, one perch, North twenty one degrees and forty five minutes east three perches, North ten degrees and thirty minutes east, six perches, North eight perches, north ten degrees east eleven and five tenths perches; North twenty four degrees fifteen minutes east, thirty nine and five-tenths perches North nineteen degrees and thirty minutes east, eighteem perches, north nine degrees and forty five minutes east, eight perches, North two degrees west nine and one tenth perches; North twelve degrees west eighteen perches, North twenty six degrees and forty five minutes west, twenty three perches; North thirty six degrees and forty five minutes west, twenty nine perches, North thirty degrees west, twenty six and one quarter perches; North thirty one degrees and forty five minutes west, twenty one and six tenths perches, north thirty degrees and thirty minutes west fourteen perches to a point which bears north sixty one degrees and fifteen minutes east from the

beginning bounder of this survey, thence south sixty one degrees and fifteen minutes west, one hundred seventeen and one half perches to the beginning.

Containing and now laid out for Two Hundred and eighteen and four tenths acres of land more or less, according to the Certificate of Resurvey thereof, taken and returned into the Land Office of Maryland, bearing date the eighth day of August nineteen hundred and seventeen and there remaining Together with all rights, profits benefits and privileges thereunto belonging.

To have and to hold the same unto them the said William W. Beauchamp, Irving T. Beauchamp, Anna Virginia Carver, Sarah Margaret Wilkins and William T. Beauchamp their heirs and assigns forever

Land Office of MarylandSct:

I hereby certify that the aforegoing Patent is proper to be issued.

SEAL.

In testimony whereof I have hereunto set my hand and affixed the seal of the Land Office of Maryland, this 19th day of March nineteen hundred and eighteen.

Jas S. Shepherd
Commissioner of the Land Office.

Received for record 22nd March 1918, and recorded in Liber W.J.S. No. 74 folio 103 &c., one of the Land records of Somerset County.

Per W. Jerome Sterling, Clerk.

State of Maryland, Somerset County to wit:

I, W Jerome Sterling Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing is truly copied from Liber W.J.S. NO. 74 folio 103 &c., one of the land records of Somerset County.

Seal of Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 7th day of May 1926.

W. Jerome Sterling, Clerk.

Exhibit G referred to in the foregoing Bill is as follows:

THIS DEED. made this 27th day of March nineteen hundred and eighteen by William W. Beauchamp and Irene C. Beauchamp his wife William T. Beauchamp and Mary Beauchamp his wife, Anna V. Carver and Manfred F. Carver her husband, Sarah M. Wilkins and Paul Wilkins her husband all of Somerset County and state of Maryland and Irving T. Beauchamp and Carrie Beauchamp his wife of Russell County and state of Virginia.

Witnesseth that in consideration of the sum of One Hundred thirty nine (& 89/100 dollars the receipt of which is hereby acknowledged the said William W. Beauchamp and Irene C. Beauchamp his wife William T. Beauchamp and Mary Beauchamp his wife, Anna V. Carver and Manfred F. Carver her husband Sarah M. Wilkins and Paul Wilkins her husband all of Somerset County and state of Maryland and Irving T. Beauchamp and Carrie Beauchamp his wife, of Russell County and state of Virginia. do grant and convey unto George E. White of said Somerset County his heirs and assigns all that lot or parcel of marsh land lying and being on the west side of the Pocomoke River, in Brinkleys Election District in said Somerset County and adjoining other land of the said George E. White. and being part of a tract of land called "Beauchamp's Endeavor" granted unto the said William W. Beauchamp and Irving T. Beauchamp, Anna V. Carver, Sarah M. Wilkins and William T. Beauchamp, by the state of Maryland, on the nineteenth day of March, nineteen hundred and eighteen and filed for record among the land recordsof Somerset County on the twenty second day of March nineteen hundred and eighteen the marsh land hereby conveyed being all that part of said tract of land called Beauchamp's Endeavor which lies to the southeast of Sugar Creek and contains 50 8/10 acres more or less.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, alleys, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the said land and premises hereinbefore described and mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said George E. White his heirs and assigns in fee simple.

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And the said William W. Beauchamp and Irene C. Beauchamp his wife, William T. Beauchamp and Mary Beauchamp his wife, Anna V. Carver and Manfred F. Carver, her husband Sarah M. Wilkins and Paul Wilkins and Irving T. Beauchamp and Carrie Beauchamp his wife covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors the day and year first above written.

Witness: Joseph C. Stevenson.	William W. Beauchamp	(SEAL).
	Irene C. Beauchamp	(SEAL).
Witness	William T. Beauchamp	(SEAL).
G. C. Gose	Mary Beauchamp	(SEAL).
	Annie V. Carver	(SEAL).
	Manfred F. Carver	(SEAL).
	Sarah M. Wilkins	(SEAL).
	Paul Wilkins	(SEAL).
	Irving T. Beauchamp	(SEAL).
	Carrie Beauchamp	(SEAL).

State of Maryland. Worcester County to wit:

I hereby certify that on this 27th day of March, 1918, before me the subscriber a Notary Public of the state of Maryland, in and for the County aforesaid, personally appeared William W. Beauchamp and Irene C. Beauchamp his wife, William T. Beauchamp and Mary Beauchamp his wife, Anna V. Carver and Manfred F. Carver her husband Sarah M. Wilkins and Paul Wilkins her husband and each acknowledged the foregoing deed to be their respective deed and act.

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

Seal of Notary. Joseph C. Stevenson, Notary Public

State of Virginia, Russell County to wit:

I hereby certify that on this 30th day of March, 1918, before me the subscriber a Notary Public of the state of Virginia, in and for the County aforesaid, personally appeared Irving T. Beauchamp and Carrie Beauchamp his wife and each acknowledged the foregoing deed to be their respective deed and act.

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

G. C. Gose Notary Public. Seal of Notary.

Received for record 11th June, 1918, and recorded in Liber W.J.S. No. 74 folio 280 &c., one of the land records of Somerset County

Per W. Jerome Sterling Clerk.

State of Maryland Somerset County to wit:

I. W/ Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing deed is truly and correctly copied from Liber W.J.S. No. 74 folio 280 &c., one of the land records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 14th day of April 1926.

W. Jerome Sterling, Clerk.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following subpoena was issued to wit:

Maryland, Somerset County to wit:

The state of Maryland To Anna Virginia Carver, Manfred F. Carver Sarah Margaret Wilkins, Paul Wilkins of Somerset County, Greeting:

(SEAL).

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in June next to answer the complaint of J. C. Carver & Co. against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of May Anno Domini 1926.

Issued the 21st day of May Anno Domini 1926.

Per order W. Jerome Sterling, Clerk.

Maryland Somerset County to wit:

The state of Maryland To William W. Beauchamp, Irene C. Beauchamp William W. Beauchamp, administrator of Somerset County, Greeting:

(SEAL).

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in June next to answer the complaint of J,C. Carver & Co. against you and others in the said Court exhibited Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of May Anno Domini 1926.

Issued the 21st day of May Anno Domini 1926.

Per order. W. Jerome Sterling Clerk.

Maryland Somerset County to wit:

SEAL). The state of Maryland To Mary E. Beauchamp, Ethel Ward, Thomas Ward of Somerset County Greeting:

You are hereby commanded that all excuses and delays set apart you personally appear before the Circuit Court for Somerset County sitting in Chancery at Princess Anne Town on the first Monday in June next to answer the complaint of J. C. Carver & Co. against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chief Judge of the First Judicial Circuit of Maryland the 3rd day of May Anno Domini 1926.

Issued the 21st day of May Anno Domini 1926.

PerOrderW. Jerome Sterling, Clerk.

To which said First Monday in June and the day of the return of the above recited writ came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County Luther Daugherty to whom the writ aforesaid was in form aforesaid delivered for service also came and made return thereof to the Court here in the words following to wit:

To the first of said writs as follows:

Summoned severally copy left with each defendant.

Luther Daugherty, Sheriff.

To the second of said writs as follows:

Summoned severally copy left with each defendant.

Luther Daugherty Sheriff.

To the Third of said writs as follows:

Summoned severally copy left with each defendant.

Luther Daugherty. Sheriff.

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And thereupon in pursuance of the prayer in the foregoing bill and by order of Court here the following order of Publication was issued. to wit:

James C. Carver and Manfred F. Carver, copartners trading as J. C. Carver & Company.	)
Vs.	)In the Circuit Court
Mary E. Beauchamp, William W. Beauchamp and Irene C. Beauchamp his wife, Anna Virginia Carver and Manfred F. Carver her husband, Sarah Margaret Wilkins and Paul Wilkins her husband. Irving T. Beauchamp and Carrie Beauchamp , his wife, Ethel Ward and Thomas Ward her husband and William W. Beauchamp administrator of the goods and chattels and personal estate of William T. Beauchamp late of Somerset County Maryland, deceased.	) For Somerset County Maryland.) In Equity.) No. 3870 Chancery

The object of this suit is to procure a decree for the sale of the real estate of William T. Beauchamp late of Somerset County, Maryland, deceased for the payment of the claims of his creditors or of so much thereof as may be necessary for that purpose. The plaintiff sue as well for themsel es as for all other creditors of the said William T. Beauchamp who will come in and contribute to the expense of this suit:

The bill states that the said William T. Beauchamp was in his lifetime indebted unto the plaintiff in the sum of three hundred and seventy seven dollars and ninety two cents ($367.92) a sworn account thereof being exhibited with the bill and that he was also indebted unto divers other persons.

The bill further states that the said William T. Beauchamp during his lifetime and at the time of his death was possessed of two thirds undivided interest in certain real estate in Somerset County Maryland, which was conveyed to him by a certain John T. Riggin and Olivia E. his wife a certified copy of said deed by which said interest in said real estate was conveyed to the said William T. Beauchamp being also exhibited with the bill and that the said William T. Beauchamp was also possessed of an undivided one fifth interest in certain lands adjacent to the above tract of land conveyed to him by John T. Riggin and wife as aforesaid which was granted by the State of Maryland, certified copy of the patent granted by said State of Maryland being also filed with the bill; and that being so indebted unto the plaintiffs and unto divers other persons and having real estate as aforesaid, the said William T. Beauchamp died on or about the 4th day of March, 1926, intestate leaving Mary E. Beauchamp his widow and the following children and heirs at law, surviving him, namely the defendant, William W. Beauchamp who has intermarried with the defendant Irene C. Beauchamp the defendant. Anna Virginia Carver, who has intermarried with the defendant, Manfred Carver; the defendant. Sarah Margaret Wilkins, who has intermarried with the defendant, Paul Wilkins; the defendant, Irving T. Beauchamp who has intermarried with the defendant, Carrie Beauchamp , and the defendant Ethel Ward, who has intermarried with the defendant, Thomas Ward, that all of said children and their respective wives and husbands are of full age andthat all are residents of the State of Maryland except the defendant, Irving T. Beauchamp, and the defendant, Carrie Beauchamp.

The bill further states that the said William T. Beauchamp also left personal estate and letters of administration upon said estate were issued to the defendant, William W. Beauchamp by the Orphans' Court for Somerset County, Maryland but that said personal estate is not sufficient to pay the debts and costs of administration of the said William T. Beauchamp and the plaintiffs are advised that they and other creditors are entitled to have their claims paid out of the real estate of the said William T. Beauchamp.

It is thereupon this 21st day of May, 1926, ordered by the Circuit Court for Somerset County, Maryland, in equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the

22nd day of June 1926, giving notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court in person or by solicitor on or before the 8th day of July 1926, to show cause, if any they have why a decree ought not to be passed as prayed. W. Jerome Sterling, Clerk.

And thereafter on the 24th day of May 1926 the following answer of Wm W. Beauchamp was filed.

James C. Carver and Manfred F. Carver co-partners trading as J. C. Carver & Company.	)	
Vs.	)	In the Circuit Court
Mary E. Beauchamp, William W. Beauchamp and Irene C. Beauchamp his wife, Anna Virginia Carver and Manfred F. Carver her husband Sarah Margaret Wilkins and Paul Wilkins her husband, Irving T. Beauchamp and Carrie Beauchamp his wife, Ethel Ward and Thomas Ward her husband and William W. Beauchamp, administrator of the goods and chattels and personal estate of William T. Beauchamp, late of Somerset County, Maryland deceased.	)	For Somerset County Maryland. In Equity. No. Chancery.

To the Honorable the Judges of said Court:

The answer of William W. Beauchamp administrator of the goods and chattels and personal estate of William T. Beauchamp late of Somerset County, Maryland, deceased, to the bill of complaint of James C. Carver and Manfred F. Carver copartners tracing as J. C. Carver & Company against him and others in this Court exhibited.

This defendant admits the matters andfacts set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

William W. Beauchamp
Administrator of the goods and chattels and personal estate of William T. Beauchamp late of Somerset County, Maryland, deceased.

Answer of Mary E. Beauchamp and others filed on the 24th day of May 1926.

James C. Carver and Manfred F. Csrver co-partners trading as J. C. Carver & Company.	)	In the Circuit Court For Somerset County Maryland. In Equity
Vs.	)	
Mary E. Beauchamp, William W. Beauchamp and Irene C. Beauchamp his wife, Anna Virginia Carver and Manfred F. Carver, her husband Sarah Margaret Wilkins and Paul Wilkins her husband, Irving T. Beauchamp and Carrie Beauchamp, his wife, Ethel Ward and Thomas Ward her husband and William W. Beauchamp, administrator of the goods and chattels and personal estate of William T. Beauchamp late of Somerset County, Maryland, deceased.	)	No. Chancery.

To the Honorable the Judges of said Court:

The answer of Mary E. Beauchamp, William W. Beauchamp, Irene C. Beauchamp, Anna Virginia Carver, Manfred F. Carver Sarah Margaret Wilkins, Paul Wilkins, Irving T. Beauchamp, Carrie Beauchamp Ethel Ward and Thomas Ward to the Bill of complaint of James C. Carver and Manfred F. Carver co partners trading as J. C. Carver and Company 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 we hereby request the trustee to be hereafter appointed by this court to sell all the right, title, interest and estate of the said William T. Beauchamp in the lands mentioned in said bill

9VOGE

of complaint as a whole and each hereby agrees with the other that one fifth of the entire sale price thereof shall be considered the value of so much of the marsh land contiguous to and added to the lands which John T. W. Riggin devised by his will and was granted by the state of Maryland as set forth and described in Exhibit F. except so much thereof as was conveyed by deed to George E. White as will be shown by reference to Exhibit G" and in which the said William T. Beauchamp died seized and possessed of an undivided one fifth interest and the remaining four fifths of the sale price thereof shall be considered the value of so much of said lands as was devised by the will of John T. W. Riggin aforesaid of which the said William T. Beauchamp died seized and posessed of an undivided two thirds interest.

Mary E. Beauchamp
William W. Beauchamp
Irene C. Beauchamp
Anna Virginia Carver
Manfred F. Carver
Sarah Margaret Wilkins
Paul Wilkins
Irving T. Beauchamp
Carrie Beauchamp
Ethel Ward
Thomas Ward.

And thereafter on the 5th June 1926 the following Petition to take testimony and order of Court thereon was filed.

James C. Carver and Manfred F. Carver co-partners trading as J. C. Carver & Company.	In the Circuit Court For Somerset County Maryland In Equity
Vs.	
Mary E. Beauchamp, William W. Beauchamp and Irene C. Beauchamp his wife Anna Virginia Carver and Manfred F. Carver her husband Sarah Margaret Wilkins and Paul Wulkins her husband, Irving T. Beauchamp and Carrie Beauchamp his wife, Ethel Ward and Thomas Ward, her husband and William W. Beauchamp administrators of the goods and chattels and personal estate of William T. Beauchamp, late of Somerset County, Maryland, deceased.	No. Chancery.

To the Honorable the Judges of said Court:

Petition of James C. Carver and Manfred F. Carver co-partners trading as J. C. Carver & Company, the plaintiffs in the above entitled case, respectfully represents.

That all of the defendants in this case have answered the bill of complaint admitting the allegations in said bill and the plaintiffs now desire to take testimony in this case and pray that leave be granted them to do so before one of the standing examiners of this court.

Ewell & Child.
Solicitors for Plaintiff.

Ordered this 5th day of June 1926, by the Circuit Court for Somerset County Maryland that leave be granted to the parties to this cause to take testimony as prayed before any one of the standing examiners of this court.

Robt F. Duer, Judge.

And afterwards to wit on the 17th June 1926 Harry C. Dashiell examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order made return thereof of certain testimony by him taken, in the words following to wit:

James C. Carver &c.	)	No. 3870 Chancery
Vs.	)	In the Circuit Court
Mary E. Beauchamp et als.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, a standing examiner of said Court duly qualified do hereby certify that at my office in Princess Anne, Maryland on Thursday June 17, 1926, I did take the following depositions that is to say:

William W. Beauchamp, a witness of lawful age, being first duly sworn deposing says:

Int 1 that your name, age, residence and occupation.

Ans. William W. Beauchamp age 50 years, residence near Pocomoke City, in Somerset County, occupation farming.

Do you know the parties to this suit.

Ans. Yes I am one of the defendants and I am also administrator of the personal estate of William T. Beauchamp.

Int 3. Do you know of your orn knowledge whether the personal estate of your father, the late W. T. Beauchamp is sufficient to liquidate his debts.

Ans. I$ is not. The deficiency will be at least $400.00.

Int 4. Did your father leave a will.

Ans. Not that I know of I never saw any I never h ard of any and I am the administrator of his personal estate.

Int 5. When did your father die.

Ans March 4, 1926.

Int 6. I hand you the bill of complaint will you please examine it and state if you know whether the real estate therein mentioned and alleged to be owned by your father in his lifetime and at the time of his death is all the real estate he owned when he died.

Ans, It is all the real estate that he woned at the time of his death.

Int 7.Is the real estate mentioned in the bill of complaint and exhibits in this case correctly stated therein.

Ans. Yes to the best of my knowledge and belief.

Int 8. Are you acquainted with the land and of so how long have you known it.

Ans. Yes sir all of my life.

Int 9. Have you ever dealt in real estate to any extent in Somersst County Md.m expecially farm land

Ans. Yes to some extent own and live on a farm in Somerset County.

Int 10 Please state what in your opinion is the value of the land mentioned in these proceedsngs

Ans. From $3000.00 to $3500.00).

Int 11 If this includes the entire farm mentioned in the proceedings what percentage of this value would you consider the marsh land.

Ans. One Fifth

Int 12. D id your father leave any heirs and if so give their names including his widow if he left one.

Ans. Yes he left the following, Mary E. Beauchamp, widow, Anna Virginia Carver, his daughter, who married Manfred F. Carver, Sarah Margaret Wilkins, his daughter who married Paul Wilkins, Irving T. Beauchamp, his son who married Carrie Beauchamp, Ethel Ward daughter who married Thomas Ward and myself William W. Beauchamp a son who married Irene C. Beauchamp. My father was married twice His first wife was my mother, Virginia Riggin Beauchamp and the defendants. Anna Virginia Carver Margaret Wilkins, Irving T. Beauchamp and myself were her children and the children of my father William T. Beauchamp. The defendant Mary E. Beauchamp was his second wife and now his widow. Ethel Ward is her daughter and also the daughter of my father.

Court Question and answer. Nothing more. William W. Beauchamp.
Test: Harry C. Dashiell Exam.

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William G. Lankford witness of lawful age, being first duly sworn deposing says:

Int 8. State your name, age residence and occupation.

Ans.William G. Lankford, age 56 years, residence in this county near Pocomoke City occupation farmer.

Int 2. Do you know the parties to this suit. Ans I do.

Int 3. Did you know William T. Beauchamp in his life time.

Ans. Yes sir.

Int 4. Do you know about when he died. Ans. Yes March 4, 1926.

Int 5. Do you know whether or not he left a will.

Ans. Bot to my knowledge.

Int 6. I now hand you the bill of complaint and the exhibits and would like to know whether you are acquainted with the land described therein as belonging to William T. Beauchamp in his lifetime.

Abs. I am It is all the real estate he owned so far as I know or ever heard of.

Int 7. How long have you known this land.

Ans. From twenty to thirty years.

Int 8. Have you had an experience dealing with farm land in Somerset County.

Ans. I have had considerable I have bought and sold several farms in Somerset County and now own and live on a farm, and have always beena farmer.

Int9. What in our opinion is the value of all the land owned by William T. Beauchamp in his life time as adescibed and set forth in these proceedings,

Ans. From $3000.00 to $4000.00.

Int 10 Can you give some idea of what percentage of this value would be the value of the marsh land.

Ans. I should think about twenty per cent.

Int 11. When you mean the value of the entire tract or tracts including high land and marsh land is worth from $3000.00 to $4000.00 and the marsh land is worth about twenty percent of the whole.

Ans Yes that is what I mean.

Int 12. Do you know the age of each of the defendants and their repidence.

Ans. They are all above the age of twenty one years and they all live in Somerset County, Maryland, except Irving T. Beauchamp and his wife who live in the state of Virginia.

Int 13. Do you know the approximate number of acres in the land in question.

Ans. I think there is approximately 160 acres in the whole.

Court question and answer. No. sir.

Test: Harry C. Dashiell Exam Wm G. Lankford.

Plaintiff's solicitor herewith files with Examiner Exhibits A" "B", "C","D", "E", "F" and "G", all to be used as evidence in this cause.

There being no further witnesses produced to me to be examined herewith at the request of the plaintiffs solicitor return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct.

Harry C. Dashiell Examiner $4.00

Wm G. Lankford, Witness etc. 1.23

$5.23.

And thereafter to wit on the 3rd day of July 1926 the Circuit Court here passed the following decree in the premises to wit:

James C. Carver and Manfred F. Carver	)	In the Circuit Court for
copartners trading as H. C. Carver & Co.	)	Somerset County Maryland
Vs.	)	In Equity
Mary E. Beauchamp etal.	)	No. 3870 Chancery.

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 3rd day of July 1926, by the Circuit Court for Somerset County Maryland sitting in Equity, adjudged, ordered and decreed that the real estate of William T. Beauchamp late of Somerset County Maryland, decreed in the proceedings mentioned or so much thereof as may be necessary for the payment of his debts, be sold; that L. Paul Ewell 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 shallfirst file with the Clerk of this Court a bond to the state of Maryland executed by himself and a corporate surety to be approved by this Court or by the Clerk thereof in the penalty of Four 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 at least three weeks notice by advertisement inserted in some newspaper published in said Somerset County, Maryland as he shall think priper of the time. place, manner and terms of sale, which terms shall be for cash and as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money(and not before) the said Trustee shall by a good and sufficient deed, to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his her, or their heirs, the property and estate to him her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust and at the time of advertising said sale the Trustee is directed to give notice to the creditors of the said William T. Beauchamp, deceased to file their claim with the vouchers thereof with the Clerk of this Court within the period of one month from the date of said sale.

Robt F. Duer Judge.

And thereafter on the 13th August 1926 the trustee filed in Court here the following Deed of Trust.

THIS DEED, made this 16th day of July A. D. 1926 by William W. Beauchamp and Irene C. Beauchamp his wife, Anna Virginia Carver and Manfred F. Carver her husband Sarah Margaret Wilkins and Paul Wilkins her husband of Somerset County, Maryland and Irving T. Beauchamp and Carrie Beauchamp his wife of the state of Virginia:

Whereas by decree passed by the Circuit Court for Somerset County, Maryland in Equity in the case of H. C. Carver & Company Vs., Mary E. Beauchamp et al No. 3820 on the Chancery Docket of said Court L. Paul Ewell of Worcester County, Maryland was appointed trustee to sell all the right. title interest and estate in and to certain lands in said Somerset County, Maryland of which a certain William T. Beauchamp died seized and possessed as will appear by reference to said proceedings; and

Whereas the said William T. Beauchamp was in his life time and at the time of his death seized and possessed of a undivided two-thirds interest in and to all that farm or tract of land situate, lying and being in Somerset County Maryland, which was conveyed to him from a certain John T. Riggin and Olivia E. Riggin his wife by deed dated July 3, 1885, and recorded among the land records of Somerset County, Maryland in Liber H.F.L. No. 3 folios 105 etc., the other undivided one third interest therein being owned by the said William W. Beauchamp, Anna Virginia Carver, Sarah Margaret Wilkins and Irving T. Beauchamp, which descended to them as the children and heirs at law of their mother Virginia Beauchamp the wife of the said William T. Beauchamp said owners holding said land as tenants in common; and

Whereas on the 19th day of March, 1918, the state of Maryland granted unto the said William T. Beauchamp William W. Beauchamp, Anna Virginia Carver , Sarah Margaret Wilkins and Irving T. Beauchamp as tenants in common a tract of land under the name of "Beauchamp's Endeavor" same being

recorded among the land records of Somerset County, Maryland in Liber W.J.S. NO. 74 folios 103 etc., certified copy of which will be found in the aforesaid Chancery proceedings marked "Exhibit F" which grant, as by reference thereto will appear embraces all the lands which were granted and conveyed to the said William T. Beauchamp by deed from John T. Riggin and wife as aforesaid and descended to the children and heirs at law of his wife, Virginia Beauchamp as aforesaid, and certain marsh land adjacent thereto, a part of which marsh lands was conveyed by the said William T. Beauchamp and others to a certain George E. White by deed dated March 27, 1918, and recorded among the aforesaid land records in Liber W.J.S. No. 74 folios 280 etc., certified copy of which will be found in the foregoing Chancery proceedings marked Exhibit C" each of the parties to said grant owning an undivided one fifth interest therein, and

Whereas the parties hereto are desirous of all their right, title, interest and estate in the real estate mentioned in the foregoing chancery proceedings which descended to them by operation of law from Virginia Beauchamp and which was granted to them by the state of Maryland as aforesaid being sold at the same time and place as the interest in the said real estate of the late William T. Beauchamp is sold in order that the entire properties may be sold as a whole, these presents are executed.

Now therefore in consideration of the premises and the sum of one dollar ($1.00) in hand paid, the receipt of which is hereby acknowledged, the said William W. Beauchamp and Irene C. Beauchamp his wife Anna Virginia Carver and Manfred F. Carver her husband Sarah Margaret Wilkins and Paul Wilkins her husband Sarah Margaret Wilkins and Paul Wilkins her husband, Irving T. Beauchamp and Carrie Beauchamp his wife, do hereby grant convey release, assign transfer and set over unto L. Paul Ewell all their right, title, interest and estate, both at law andin equity in and to all the real estate mentioned in the foregoing chancery proceedings in which they have an interest the same consisting of an undivided one third interest in and to all that farm or tract of land situate, lying and being in Somerset County, Maryland which was devised to a certain Virginia Beaucnamp the wife of the said William T. Beauchamp by the last will and testament of John T. W. Riggin aforesaid as will appear by reference to his said will probated in the office of the Register of Wills of Somerset County, Maryland, in Liber J. P. No. 5 folio 297 the other undivided two thirds interest therein belonging to the said William T. Beauchamp as aforesaid and all their right title interest and estate, the same being an undivided four fifths in and to all that tract or parcel of land which was granted to the said William T. Beauchamp and others by the state of Maryland, said grant bearing date March 19, 1918, and recorded among the land records of Somerset County, Maryland in Liber W.J.S. NO 74 folios 103, etc., except so much thereof as was later conveyed by deed to a certain George E. White as will appear by reference to the aforesaid Chancery proceedings said deed bearing date March 27, 1918, and recorded among the aforesaid land records in Liber W.J.S. No. 74 folios 280 etc.

Together with all the buildings and improvements thereon and all the rights, ways, alleys, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same unto the said L. Paul Ewell but in trust, nevertheless, to sell at public or private sale at the time and place and on such terms as he shall sell the interest of the said William T. Beauchamp in the aforesaid real estate, under and bu virtue of the decree passed by the Circuit Court of Somerset County, Maryland in the aforesaid Chancery proceedings, authorizing him to sell the same as trustee and as such trustee to grant convey release, assign, transfer and set over all our right, title, interest and estate in and to said real estate to any purchaser or purchasers at such sale or sales, his, her or their heirs or assigns or if such purchaser or purchasers be a corporation or corporations, then to said corporation or corporations, its successors or assigns, free, clear and discharged from any and all right, title, interest estate or claim that we may have or present or may hereafter acquire in and to said real estate.

And the said L. Paul Ewell as such trustee is hereby authorized to report to the Circuit Court for Somerset County , Maryland in Equity in the foregoing Chancery proceedings the entire purchase price of the lands to be so sold by him as such trustee and to pay out of the gross receipts all

expenses incident to said sale, including commissions allowed by said Court.

It will appear by reference to the answer of all the defendants in the foregoing Chancery proceedings that they have agreed that all of the lands shall be sold as a whole that is to say: the main farm in which the said William T. Beauchamp had an undivided two thirds interest and the marsh land in which he had an undivided one fifth interest and that one fifth of the entire purchase price should be considered the value of the marsh land and in which the said William T. Beauchamp had an undivided one fifth interest as aforesa d and the fourfifths of the purchase price should be considered as the value of the main farm in which the said William T. Beauchamp had an undivided two thirds interest as aforesaid, therefore the said L. Paul Ewell as trustee herein shall pay over to us, that is to say, to the said William W. Beauchamp , Anna Virginia Carver, Sarah Margaret Wilkins and Irving T. Beauchamp one third of four fifths of the net proceeds of said sale, the other two thirds of four fifths of said sale to be held by him as trustee appointed by the aforesaid Chancery proceedings to sell the interest of the said William T. Beauchamp and to pay over to us four fifths of one fifth of the net proceeds of said sale the other one fifth to be retained by him as trustee to sell the real estate as aforesaid,

We hereby ratify and confirm whatsoever our trustee may do in the premises under and by virtue of these presents.

Witness our hands and seals this 16th day of July A. D. 1926.

Witness as to Wm W. Beauchamp and wife	William W. Beauchamp	(SEAL).
Cynthia Ardis	Irene C. Beauchamp	(SEAL).
Witness as to Anna Virginia Carver and Husband	Anna Virginia Carver	(SEAL).
Cynthia Ardis		
Witness as to Sarah Margaret Wilkins and husband	Manfred F. Carver	(SEAL).
Cynthia Ardis.	Sarah Margaret Wilkins	(SEAL).
Witness as to Irving T. Beauchamp and wife	Paul Wilkins	(SEAL).
W. B. Counts.	Irving T. Beauchamp	(SEAL).
	Carrie Beauchamp	(SEAL).

State of Maryland, County of Worcester to wit:

I hereby certify that on this 2nd day of August A. D. 1926 before me the subscriber a Notary Public of the state of Maryland, residing at Pocomoke City, in Worcester County, personally appeared William W. Beauchamp and Irene C. Beauchamp, Anna Virginia Carver, Manfred F. Carver Sarah Margaret Wolkins and Paul Wilkins and each acknowledged the foregoing deed to be their respective act and deed.

In testimony whereof I hereunto set my hand and affix my Notarial seal.

Seal of Notary. Cynthia Ardis, Notary Public.

State of Virginia, County of Russell to wit:

I hereby certify that on this 17th day of July A. D. 1926, before me the subscriber a Notary Public of the state of Virginia, residing at Castle in Russell County personally appeared Irving T. Beauchamp and Carrie Beauchamp and each acknowledged the foregoing deed to be their respective act and deed.

Intestimony whereof I hereunto set my hand and affixed my Notarial seal.

Seal of Notary. G. C. Gose, Notary Public.

My com ex Oct 20, 1929.

And thereupon the said L. Paul Ewell Trustee filed in Court here a bond in the words following:

KNOW ALL MEN BY THESE PRESENTS, that we L. Paul Ewell of Pocmoke City Worcester County, Maryland principal and United States Fidelity & Guaranty Company a corporation with its principal offices in the City of Baltimore state of Maryland surety are held and firmly bound unto the state of Maryland in the full and just sum of four thousand dollars ($4000.00) current money to be paid to the said State of Maryland, or its certain attorney to which payment well and truly to bemade and done we bind ourselves and each of us, our and each of our heirs, executors administrators and successors, joingly and severally firmly by these presents. sealed with our seals and dated this 29th day of July in the year 1926.

Whereas the above bounden L. Paul Ewell by virtue of a decree of the Circuit Court of Somerset County Maryland in Equity has been appointed Trustee to sell the property mentioned in the proceedings in the case of J. C. Carver & Company Vs. Mary E. Beauchamp et al now pending in said Court and being No. 3870 on the Chancery Docket of said Court.

Now the condition of the above obligation is such that if the above bounden L. Paul Ewell, 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.

In testimony whereof the above bounden L. Paul Ewell has hereunto set his hand and seal and the said body corporation has caused these presents to be duly signed by its duly authorized attorneys in fact theday and year first above written.

Signed sealed and delivered
in the presence of
Cynthia Ardis.

L. Paul Ewell (SEAL).
Principal.

UNITED STATES FIDELITY AND GUARANTY CO.
By L. Paul Ewell
Godfrey Child
Attorneys in fact
Surety.

Corporate
Seal.

Which said Bond was thus thereon endorsed.

Approved W. Jerome Sterling, Clerk.

And thereafter to wit on the 4th November 1926 the said trustee exhibited and filed in the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

James C. Carver and	)	In the Circuit Court
Manfred F. Carver co partners	)	Ffor Somerset County
trading as J. C. Carver & Company.	)	Maryland
Vs.	)	In Equity
Mary E. Beauchamp et al.	)	No. 3870 Chancery.

To the Honorable the Judges of said Court.

The report of L. Paul Ewell Trustee appointed by a decree of this Court passed in the above entitled case and by deed from Mary E. Beauchamp et al filed in said cause to make sale of certain real estate mentioned respectfully shows:

That after giving bond with security approved by the Clerk of this Court for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and the said decree, and said deed, and giving notice of the time, place manner and terms of sale by advertisement inserted in the Somerset News, a newspaper published in Somerset County, Maryland for at least three successive weeks before the day of sale as well as by notice set up at the Court house door and by hand bills extensively circulated at least three weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court house, Princess Anne Somerset County, Maryland, on the 7th day of September 1926, at the hour of two O'clock P. M. and then and there proceeded to

sell said property in the manner following, that is to say, your trustee offered at public auction to the highest bidder the property mentioned in said decree and in said deed, neing all that farm or tract of land situate, lying and being in Brinkley's Election District, Somerset County Maryland, on the county road leading from Rehobeth to Shelltown, containing one hundred and sixty eight (168) acres of land more or less, being all and the same farm or tract of land where the late William T. Beauchamp resided at the time of his death and being all the right, title, interest and estate in and to said land of which the said William T. Beauchamp died seized and possessed as will appear by reference to these proceedings and also all the right, title, interest and estate of the said William W. Beauchamp and others in and to said land as will appear by reference to deed to the said L. Paul Ewell from William W. Beauchamp and others recorded among the land redords of Somerset County, Maryland which deed will also be found filed in these proceedings reference to said proceedings and said deed being hereby made for a more particular description of said property so offered.

And your said trustee sold the above described property to George W. Bell for the sum of five thousand and eight hundred and seventy five dollars ($5,875.00) he being then and there the highest bidder therefor, the terms of said sale being cash.

And your said trustee further reports that the said George W. Bell, purchaser, paid your trustee the sum of fifteen hundred dollars ($1500.00) and executed his obligation therefor for the balance of said purchase money of four thousand and three hundred and seventy five dollars ($4,375.00.)

Respectfully submitted,

L. Paul Ewell Trustee.

State of Maryland, County of Worcester to wit:

I hereby certify that on this 3rd day of November A. D. 1926, before me the subscriber a Notary Public of the state of Maryland in and for Worcester County residing at Pocomoke City personally appeared L. Paul Ewell trustee named in the above report of sale and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge, information and belief and that the sale therein reported was fairly made.

Seal of Notary.

In testimony whereof I hereunto set my hand and affix my Notarial seal.

Roxie M. Howard, Notary Public,

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

James C. Carver and Manfred F. Carver copartners trading as J. C. Carver & Co.	)	In the Circuit Court
	)	For Somerset County
Vs.	)	Maryland
Mary E. Beauchamp et al.	)	In Equity
		No. 3870 Chancery.

Ordered by the Circuit Court for Somerset County Maryland, in Equity, that the sale of the property mentioned in these proceedings and in a deed to L. Paul Ewell , Trustee from William W. Beauchamp and others, recorded among the land records of Worcester County, Maryland and filed in these proceedings made and reported by the said L. Paul Ewell trustee appointed by a decree of this Court and by said deed, to make said sale be retified and confirmed unless cause to the contrary thereof be shown on or before the 4th day of December 1926, provided a copy of this order be inserted in some newspaper published in Somerset County Maryland once in each of three successive weeks before the 2nd day of December 1926.

The report states the amount of sale to be $5875.00.

W. Jerome Sterling, Clerk.

And now at this day to wit on the 7th December 1926 comes again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order to wit:

9VOGE

Ordered by the Circuit Court for Somerset County Maryland this 7th day of December 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.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: ,Clerk.

***

and that Arthur T. Cox has been appointed administrator of the said estate, and has duly qualified by giving bond, but that your orator is advised that the personal estate of the said Sidney T. Cox deceased, is insufficient to pay the debts of the said Sidney T. Cox, deceased, and that your orator is entitled to have the real estate sold for the payment of his said debt and the other debts due and owing by the deceased at the time of his death, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

TO THE END THEREFORE:

(a) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(b) That the aforesaid real estate or so much thereof as may be necessary may be decreed to be sold for the payment of the debt of your orator and the other debts due and owing by the said deceased at the time of his death.

(c) That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the order of publication giving notice to the said defendant, the said India Cox and the said defendants Cecil Spencer and Emil W. Spencer, her husband, who are non residents of the state of Maryland, adults of the object and substance of this bill, and warning them and each of the, to be and appear in this Court, in person or by solicitor on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed; and also the writ of the state of Maryland, of subpoena, directed to the said defendants, Arthur T. Cox and Helen V. Cox his wife, Katie Lawson, Manie Pusey and J. Bennett Pusey her husband, and Arthur T. Cox, administrator of the Estate of Sidney T. Cox, deceased, adults, all of Somerset County, Maryland, commanding them and each of them to be and appear in this Court on some certain day to be named therein, to show cause, if any they have why a decree ought not to pass as prayed.

And as in duty bound etc. Mervin C. Bard Complainant.

John B. Robins. Solicitor for Complainant.

Exhibit A referred to in the foregoing Bill is as follows:

Crisfield Md May 28, 1926.

Messrs S. T. Cox

To M. C. Bard Dr.,

Dec 19-25 As per Bill rendered $85.99.

Exhibit B. referred to in the foregoing bill is as follows:

THIS DEED, made this 30th day of March in the year of our Lord One Thousand Eight hundred and eighty nine by us William S. Long and Annie Long his wife of Somerset County and state of Maryland, Witnesseth that we the said William S. Long and Annie Long his wife for and in consideration of the sum of Three Hundred and fifty dollars to us in hand paid by Sidney T. Cox of the County and state aforesaid the receipt whereof is hereby acknowledged do grant bargain sell and convey to the said Sidney T. Cox the following parcel of land situate in Marumsco and in the State and county aforesaid it being a tract of part of tract of land sold to William S. Long by Robert F. Brattan and the said William S. Long and Annie his wife covenant that they will warrant generally and defend said property hereby conveyed and the said William S. Long and Annie his wife, covenant that they will execute such further assurances as may be required.

Beginning at a Large Oak on the east side of the County road leading from the Old Corn stacks to the Bay side and running as follows, south 88° 30' east 128 perches thence North 4° east 50 perches to the lands of W. M. P. Long thence North 89 15' west 130 perches to a post on the west side of the aforesaid county road thence by and with the County road the two following courses and distances South 4° 30' east 28 perches thence south 17° East 17 perches to the beginning and containing 40 acres of land more or less.

Test: Wm H. H. Bailey William S. Long (SEAL).

Annie Long (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 30th day of March in the year of our Lord one thousand eight hundred and eighty nine before the subscriber a Justice of the Peace in and for the State and County aforesaid personally appeared William S. Long and Annie Long his wife and did acknowledge the foregoing deed to be their respective acts.

Wm H. H. Bailey J.P.

April the 11th day Anno Domini 1889 then was delivered unto me the subscriber the within deed in order to be enrolled among the records of Somerset County which said deed together with the acknowledgement thereof thereon endorsed is accordingly enrolled among the same recordsin Liber H.F.L. NO. 6 folio 707 & 708 on the day and year aforesaid.

Per H. Fillmore Lankford, Clk.

Exhibit C referred to in the foregoing deed is as follows:

THIS DEED, made this first day of August in the year one thousand nine hundred and five by Robert F. Duer, of Somerset County, state of Maryland trustee as hereinafter mentioned.

Witnesseth whereas by a decree of the Circuit Court for Somerset County in Equity dated on the twenty ninth day of April in the year one thousand nine hundred and one and passed in a cause in said Court between Annie Long, Assignee of Thomas J. Dixon Complainant and defendant the above named Bessie Long Defendant the above named Robert F. Duer was appointed Trustee with authority to sell the real estate in the proceedings in said cause mentioned; and the said Trustee after complying with all the previous requisites of the decree, did on or about the fourth day of June in the year one thousand nine hundred and one sell unto Sidney T. Cox he being then and there the highest bidder there for at and for the sum of One Hundred and thirty dollars current money the hereinafter described property situate in said Somerset County and state of Maryland thus described:

All that tract of land situate on or near Marumsco Creek in Marumsco, Somerset County, Maryland, which adjoins the property of Sidney T. Cox, aforesaid and others and contains fifty one (51) acres of land more or less, and which was conveyed unto William S. Long by Robert F Brattan and wife, by deed dated the 17th day of June, 1887 and duly recorded among the land records of Somerset County in Liber H.F.L. No. 4 folio 637 except those parts of said land which the said Long conveyed unto Sidney T. Cox and Joseph W. Price by deeds duly of record among said land records to all of which deeds and the Trustee's Report in the above entitled cause, special reference ishereby made for a more full and accurate description of the property hereby conveyed.

And whereas the aforesaid sale has been duly reported to and ratified and confirmed by the said Circuit Court for Somerset County in Equity and whereas the purchase money aforesaid has been fully paid and satisfied to the said Trustee he is authorized by thesaid decree to execute these presents.

Now this deed witnesseth that the said Robert F. Duer Trustee as aforesaid for and in consideration of the premises and of the sum of One dollar current money to him in hand paid by the said Sidney T. Cox at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged , does grant unto the said Sidney T. Cox all the right, title, interest and estate of the parties to the aforesaid decree, both at law and in equity, in and to the property hereinbefore described with all the improvements thereon and all the appurtenances thereto belonging or appertaining. To have and to hold the aforesaid property with its appurtenances unto the said Sidney T. Cox his heirs and assigns forever.

Witness my hand and seal Robert F. Duer (SEAL).

Test: Saml H. Colona. Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this first day of August 1905, before me the subscriber a Justice of the Peace of said state in and for Somerset County aforesaid personally appeared Robert F. Duer Trustee and acknowledged the foregoing deed to be his deed and act.

Saml H. Colona J.P.

Received for record 8th August 1905 and recorded in Liber O.T.B No. 41 folio 79 &c., one of the Land Records of Somerset County

Per: Oliver T. Beauchamp Clerk.

And thereafter on the 21st June 1926 the answer of India Cox was filed.

Mervin C. Bard	)	
Vs.	)	No. Chancery
Arthur T. Cox and Helen V. Cox	)	In the Circuit Court
his wife, Katie Lawson, Cecil	)	For Somerset County, Maryland,
Spencer and Emil W. Spencer her	)	In Equity.
husband Manie Pusey and J. Bennett	)	
Pusey, her husband, India Cox and	)	
Arthur T. Cox administrator of	)	
Sidney T. Cox, deceased.	)	

To the Honorable the Judges of the Circuit Court for Somerset County.

The answer of India Cox one of the defendants in the above entitled cause to the bill of complaint of Mervin C. Bard, against her and others in this Court exhibited.

This defendant admits the matters and things set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper in the premises hereby waiving notice of the time and place of taking testinony in this cause and of the passage of such decree.

And as in duty bound etc. India Cox.

Witness Evelyn M. Chandler.

State of Virginia, Accomac County to wit:

I hereby certify that on this 14th day of June in the year nineteen hundred and twenty six before me the subscriber a Notary Public of the state of Virginia, in and for Accomac County aforesaid, personally appeared the above named defendant India Cox who signed her name to the aforesaid answer in my presence in my cCounty aforesaid.

As witness my hand and notarial seal. Evelyn M. Chandler N.P.

Seal of Notary.

I was com a Notary under the name of E. Evelyn Mears.
My com expires July 25, 1926.

And thereafter on the 21st June 1926 the answer of Katie Lawson was filed.

Mervin C. Bard	)	
Vs.	)	No. Chancery
Arthur T. Cox and Helen V. Cox	)	In the Circuit Court
his wife Katie Lawson, Cecil Spencer	)	For Somerset County
and Emil W. Spencer her husband,	)	Maryland.
Manie Pusey and J. Bennett Pusey her	)	In Equity.
husband, India Cox and Arthur T. Cox, administrator	)	
of Sidney T. Cox, deceased.	)	

To the Honorable the Judges of the Circuit Court for Somerset County Maryland in Equity:

The answer of Katie Lawson, one of the defendants in the above entitled cause, to the bill of complaint of Mervin C. Bard against her and others, in this Court exhibited.

This defendant admits the matters and things set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper in the premises, hereby waiving notice of the time and place and taking testimony in this cause, and of the passage of such decree.

And as in duty bound etc. Katie Lawson.

Witness: William N. Goff.

State of Pennsylvania, County of Delaware to wit:

I hereby certify that on this 12 day of June in the year nineteen hundred and twenty six. before me the subscriber a Notary Public of the sstate of Pennsulvania, in and for County of Delaware afoesaid, personally appeared Katie Lawson and she acknowledged her signature to the foregoing answer in my presence in my County aforesaid.

As witness my hand and notarial seal.

William N. Goff N.P.
Notary Public
My Commission expires April 1, 1927.

And thereafter on the 22nd June 1926 the answer of Emil W. Spencer and Cecil Spencer was filed.

Mervin C. Bard	)	No. Chancery
Vs.	)	In the Circuit Court
Arthur T. Cox and Helen V. Cox his wife	)	For Somerset County
Katie Lawson, Cecile Spencer and Emil W.	)	Maryland
Spencer her husband. Manie Pusey and J	)	In Equity.
Bennett Pusey, her husband, India Cox	)	
and Arthur T. Cox administrator of Sidney T. Cox, deceased	)	

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland in Equity:

The answer of Cecil Spencer and Emil W. Spencer her husband two of the defendants in the above entitled cause to the bill of complaint of Mervin C. Bard against them and others in this Court exhibited:

These defendants neither admit nor deny the matters and things set forth in said bill of complaint but consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

Witness: Emil W. Spencer

J/ R. Brown. Cecile Spencer.

State of Florida, County of Hillsborough to wit:

I hereby certify that on this 19th day of June in the year nineteen hundred and twenty six, before me the subscriber a Notary Public of the state of Florida, in and for Hillsborough County aforesaid, personally appeared Cecile Spencer and Emil W. Spencer her husband, two of the defendants in the above entitled cause who signed their names to the aforesaid answer in my presence in my County aforesaid.

As witness my hand and Notarial seal.
Seal
of
Notary.

J. R. Brown N. P.
Notary Public for the state of Florida at Large.
My commission expires Feb 10 1929.

And thereafter on the 3rd day of July 1926 the following petition, Decree pro confesso and order to take testimony was filed.

Mervin C. Bard	)	No. Chnacery
Vs.	)	In the Circuit Court
Arthur T. Cox and Helen V. Cox his wife	)	For Somerset County
Katie Lawson, Cecil Spencer and Emil W.	)	Maryland
Spencer her husband, Manie Pusey and J/	)	In Equity.
Bennett Pusey her husband, India Cox and	)	
Arthur T. Cox, Administrator of Sidney T.	)	
Cox deceased.		

To the Honorable the Jusges of the Circuit Court for Somerset County: Maryland, in Equity:

The petition of the complainant respectfully represents:

That the adult defendants, Katie Lawson, India Cox and Cecil Spencer and Emil W. Spencer her husband have answered the bill of complaint in this cause and that the adult defendants Arthur T. Cox and Helen V. Cox his wife Manie Pusey and J. Bennett Pusey her husband, and Arthur T. Cox administrator of Sidney T. Cox, deceased, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear or to answer said bill of complaint wherein the time prescribed by the rules of this Court:

The complainant therefore prays your Honors that the bill of complaint may be taken pro confesso against Arthur T. Cox and Helen V. Cox his wife, Manie Pusey and J. Bennett Pusey, her husband and Arthur T. Cox administrator of Sidney T. Cox deceased, non appearing and non answering adult defendant, and that the complainant haveleave to take testimony before one of the Standing examiners of the Court to sustain the allegations of the Bill.

And as in duty bound etc.

John B. Robins
Solicitor for Complainant.

Mervin C. Bard	)	No. Chancery
Vs.	)	In the Circuit Court
Arthur T. Cox, and Helen V. Cox his wife	)	For Somerset County
Katie Lawson, Cecil Spencer and Emil W.	)	Maryland
Spencer her husband, Manie Pusey and J.	)	In Equity.
Bennett Pusey her husband, India Cox and	)	
Arthur T. Cox administrator of Sidney T.	)	
Cox, deceased.	)	

It appearing inthe above entitled cause that the adult defendants, Katie Lawson India Cox and Cecil Spencer and Emil W. Spencer her husband have answered the bill of complaint in this cause and that the adult defendants Arthur T. Cox and Helen V. Cox his wife, Manie Pusey and J. Bennett Pusey her husband, and Arthur T. Cox administrators of Sidney T. Cox, deceased, have been duly summoned to appear to said bill of complaint but have failedto appear or to answer said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon this 3rd day of July, 1926, on the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland in Equity that the bill of complaint be and the same is hereby taken pro confesso against the said Arthur T. Cox and Helen V. Cox his wife, Manie Pusey and J. Bennett Pusey, her husband and Arthur T. Cox administrator of Sidney T. Cox deceased non -appearing and non-answering adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill.

Robt F. Duer. Judge.

And afterwards to wit on the 15th July 1926 Harry C. Dashiell examiner in Chancery to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof of certain Testimony by him taken in the words following to wit:

Mervin C. Bard	)	No. 3873 Chancery
Vs.	)	In the Circuit Court
Arthur T. Cox et als.	)	For Somerset County
		In Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint I. Harry C. Dashiell, a standing examiner in said Court, duly qualified do hereby certify that at the office of John B. Robins Esq., at Crisfield, Maryland I did take the following depositions that is to say:

Mervin C. Bard a witnessof lawful age, being first duly sworn deposing says:

Int 1. Please state your name age, residence and occupation.

Ans. Mervin C. Bard age 39 years, residence Crisfield, Maryland, occupation machinist.

Int 2. Do you know the parties to this suit, if yea, how long have you known them and where do they reside.

Ans. I know all the parties to this suit except Cecil Spencer and her husband and India Cox I have known these parties for some years, They all reside in Somerset County, Maryland, except Cecil Spencer and her husband, who are non residents of this state and who reside in the State of Florida and India Cox who lives in Virginia, all of these parties are adults above the age of twenty one years.

Int 3. Did you know Sidney T. Cox in his lifetime. If yea is he living or dead, If dead when and where di he die, Did he or not die intestate and who are his heirs at law.

Ans. I did know Sidney T. Cox in his lifetime, He is dead and died during the month of January 1926 He didnot leave a last will and testament and his heirs at law are as follows:

his widow India Cox, a son, Arthur T. Cox who married Helen V. Cox, a daughter, Katie Lawson who is divorced; a daughter, Cecil Spencer, who married Emil W. Spencer; a daughter, Mamie Pusey who married J. Bennett Pusey. all of the heirs at law are defendantsin this suit, They are all adults and reside as state above.

Int 4. Did or not the said Sidney T. Cox own any real estate at the time of his death and if so describe it and state its value

Ans. He owned two lots or parcels of land at the time of his death. One lot that he purchased from William S. Long and wife bearing date the 30th day of March 1889, located in Brinkley's District. Somerset County, Maryland, containing 40 acres of land more or less he also owned another lot of land located in Brinkleys District Somerset County, bearing date August 1, 1905 which he purchased from Robt F. Duer Trustee containing 51 acres of land more or less. In my opinion the first tract of land is worth about $800.00 and the second tracts about $600.00.

(Plaintiff solicitor herewith files with examiner original deeds for tracts of land referred to above marked Exhibit "A" and Exhibit "B" to be used as evidence in this cause.

Int 5. Pleas state whether or not the said Sidney T Cox owed any money at the time of his death and if so, to whom.

Ans. Yes he owed me at the time of his death the sum of $85.00 which was an agreed balance remaining after he had paid a part of my account. This balance has never been paid (Plaintiff's solicitor herewith filed with examiner statement of account marked Exhibit "C" to be used as evidence in this cause). I understand that Mr. Cox owed other debts at the time of his death.

Int 6. Please state whether any administration has ever been granted on the personal estate of the said Sidney T. Cox if so is the personal estate sufficient to pay the debts due and owing by Mr. Cox at the time of his death.

Ans. Administration on the estate has been granted to Arthur T. Cox a son of the deceased, who qualified by giving bond but the personal estate is insufficient to pay the bills of the deceased and a sale of the real estate is necessary for that purpose.

Court Question and answer.

"I know nothing more.

Test: Harry C. Dashiell, Exam Mervin C. Bard

Arthur T. Cox, a witness of lawful age, being first duly sworn deposing said:

Int 2. State your name, age, residence andoccupation.

Ans. Arthur T. Cox, age 36 residence Marion , Maryland, occupation contractor.

Int 2. Do you know the parties to this suit. If yea how long have you known them and where do they reside State their ages.

Ans. I know all the parties to this suit. I have known the plaintiff for about ten years; the defendants are my sisters and their husbands and my set mother, They are all adults above the age of twenty one years and they all reside in Somerset County, Maryland, except my sister Cecil Spencer and her husband, who resides in Florida and India Cox who lives in Virginia.

Int 3 Dod you know Sidney T. Cox in his lifetime Is he living or dead, if dead when did he die Did he or not die intestate and who are his heirs at law.

Ans. I did know Sidney T. Cox in his lifetime He died in the month of January 1926, intestate and his heirs at law are his widow, India Cox, myself, a son Arthur T. Cox who married Helen V. Cox a daughter Katie Lawson, who is divorced, a daughter Cecil Spencer, who married Emil W. Spencer, a daughter Mamie Pusey, who married J. Bennett Pusey; all these heirs are defendants. They are all adults and reside as I have stated above.

Int 4. Did or not the said Sidney T. Cox own any real estate at the time of his death, If so describe it and state its value.

Ans. At the time of his death my father owned two tracts of land being the same which are described in two deeds filed with the examiner in this cause to be used as evidence, one tract containing 40 acres and the other 51 acres This land is located in Brinkley's District, Somerset County, Maryland, The one tract is worth $800.00 and the other is worth $600.00 in my opinion.

The first tract is improved by a five room dwelling.

Int 5. Please state whether or not the said Sidney T. Cox owned any money at the time of his death and if so, to whom.

Ans. The said Sidney T. Cox did owe money at thetime of his death he owed to the Plaintiff Mr. Bard a balance on account amounting to $85.00 and he also owed several other creditors amount to $600.00 or more I was appointed administrator on my father's estate and have administered thereon and state from my knowledge that the personal estate is insufficient to pay the debts due and owing by him at the time of his death, and it is necessary to sell the real estate to pay these bills.

Court question and answer.

I know nothing further.

Test: Harry C. Dashiell Exam. Arthur F. Cox.

There being no further witnesses produced to me to be examined, I herewith at the request of Plaintiff's solicitor return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 15th day of July 1926.

Harry C. Dashiell (SEAL).

Examiner in Chancery.

Bill of Costs.

Harry C. Dashiell Examiner $6.00.

And thereafter on the 6th August 1926 the Circuit Court here passed the following decree in the premises to wit:

Mervin C. Bard	)	
Vs.	)	No. Chancery
Arthur T. Cox, Helen V. Cox his wife, Katie	)	In the Circuit Court
Lawson, Cecil Spencer and Emil Spencer her	)	For Somerset County,
husband, Manie Pusey and J. Bennett Pusey	)	Maryland
her hu band India Moore and Arthur T. Cox	)	In Equity.
administrator of Sidney T. Cox deceased.	)	

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, in Equity:

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 6th day of August 1926, by the Circuit Court for Somerset County, Maryland, sitting in Equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold, that John B. Robins be and he is hereby appointed Trustee to make said sale. that the course and manner of his proceedings shall be as follows, He shall first file with the Clerk of this Court a bond to the state of Maryland executed by himself and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Two Thousand $2000.00 Dollars if the surety thereon is a corporate surety, and in the penalty of Three Thousand dollars if the sureties thereon are personal sureties, conditioned for the faithful performance of the trust reposed in him by this dedree or to be reposed in him by any future decree or order in the premises he shall them proceed to make said sale after having given at least three weeks; public notice by advertisement inserted in some weekly newspaper published in Somerset County of the time, place and terms of sale, which terms shall be as follows: Cash, and as soon as may be convenient after such sale or sales the Trustee shall return to this Court a full and particular affidavit of the truth thereof and of the fairness ofsaid sale, and upon obtaining the Court's ratification of the sale and upon payment of the whole of the purchase price, and not before, the Trustee shall by a good and sufficient deed to be executed, acknowledge, and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him, her or them, sold free, clear and discharged from all claims of the parties hereby, plaintiff anddefendants, and those claiming by, from or under them, or any of them, and

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.

Robt F. Duer, Judge.

And thereupon the said John B. Robins Trustee filed in Court here a bond in the words following to wit:

Know all men by these Presents: That we John B. Robins as Principal, of Crisfield, Somerset County, Maryland and the 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 Two Thousand dollars ($2000.00) to bepaid 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 eleventh day of August in the year of our Lord one thousand nine hundred and twenty six.

Whereas the above bounden John B. Rob ins bu virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County has been appointed trustee to sell real estate of Sidney T. Cox mentionedin the proceedingsin the case of Mervin C. Bard Vs. Arthur T. Cox et al. now oending in said Court.

Now the Condition of the above obligation is such that if the above bounden John B. Robins do and shall well and faithfully perform the trust reposedin 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.

Mary J. Sterling. John B. Robins (SEAL).

United States Fidelity and Guaranty Company.

Attest: Rachel Moore Jones. By Frederick E. Gardner. Attorney in Fact.

Which said Bond was thus thereon endorsed.

Bond Approved

W. Jerome Sterling, Clerk.

And thereafter to wit on the 27th October 1926 the said trustee exhibited and filedin the Circuit Court here a report of sales with an affidavit thereunto annexed which said report and affidavit so as aforesaid filed are in the words following to wit:

Mervin C. Bard	)	No. 3873 Chancery
Vs.	)	In the Circuit Court
Arthur T. Cox and Helen V. Cox his wife	)	For Somerset County
et al.	)	Maryland
		In Equity.

To the Honorable the Jusges of the Circuit Court for Somerset County, Maryland, In Equity:

The report of John B. Robins, Trustee under the decree in the above entitled cause to sell the real estate therein decree to be sold, respectfully represents:

That after having given bond with approved security as required by the decree, conditioned for the faithful performance of the trust reposed in him by said decree, and after having given three weeks previous notice of the time, place, manner and terms of sale by advertisement in The Crisfield Tomes, a weekly newspaper printed in Somerset County, Maryland he did, in pursuance of said notice attend in front of the Post Office door in Marion, Somerset County Maryland, on Saturday the 23rd day of October, nineteen hundred and twenty six at or about the hour of 2.30 O'clock P. M. and then and there proceeded to sell the said real estate at public auction as follows:

First: He offered all that lot or parcel of land mentioned and described in said advertisement of sale as lot No. 1 the same being 44 acres more or less, of woodland and marsh land situate lying and being in Brinkleys District, Somerset County Maryland, adjoining theland or formerly owned by G. Edward Davis, and sold the same to Frederick S. Maddox he being then and there the highest

bidder therefor at and for the sum of $260.00.

Second: He offered all that lot or parcel of land mentioned and described in said advertisement of sale as lot No. 2 and Lot No. 3 Lot No. 2 containing seven acres of arable land and lot No. 3 containing six acres of arable land (improved by an old dwelling) adjoining the property specified in first item and sold the same to Arthur T. Cox at and for the sum of $110.00 he being then and there the highest bidder therefor at and for the sum of $110.00.

Third: He offered all that lot or parcel of land mentioned and described in said advertisement of sale as lot No. 4 containing thirty three acres of woodland, adjoining the hereinbefore mentioned properties and sold the same to Levin S. McGrath he being then and there the highest bidder therefor at and for the sum of $300.

The Total value of the property sold to the aforesaid highest bidders amounted to $670.00 and the Trustee bring into Court the money arising from said sales the purchasers havinb complied with the terms of sale by paying cash, andprays a ratification of his proceedingsin the premises.

All of which is respectfully submitted.

John B. Robins. Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 25th day of October in the year nineteen hundred and twenty six before me the subscriber a Notary Public of the State of Maryland in and for Somerset County aforesaid personally appeared, John B. Robins the Trustee named in the foregoing report of sales and made oath in due form oflaw that the matters and things statedin the said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Mary J. Sterling N. P.

Upon which said report the Clerk of the Circuit Court here passed the following order to wit:

Mervin C. Bard	)	No. 3873 Chancery
Vs.	)	In the Circuit Court
Arthur T. Cox and Helen V. Cox his wife	)	For Somerset County
et al.	)	Maryland,
		In Equity.

Ordered by the Subscriber, Clerk of the Circuit Court for Somerset County Maryland in Equity, this 27th day of October, nineteen hundred and twenty six, that the report of John B. Robins, Trustee mentionedin the above cause and the sale of real estate by him reported be and same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 27th day of November, 1926, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County,Maryland once in each of three successive weeks before the 24th day of November nineteen hundred and twenty six.

The report states the amount of sales to be $670.00

W. Jerome Sterling, Clerk.

And nowat this day to wit on the 7th day of December 1926, come again into Court here thesaid complainant by his solicitor aforesaid and on motion of the said complainant by his solicitor aforesaid the Court here passed the following order.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 7th day of December 1926, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the report of John B. Robins Trustee and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt F. Duer, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: ,Clerk.

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