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H. Fillmore Lankford, Ex Parte.

No.4244 Chancery, in the Circuit Court for Somerset County, Maryland.

Trust created by mortgage from Charles W. Bozman and Willie A. Bozman, his wife, to Mary E. Taylor.

Be it remembered that heretofore, to wit, on the 5th day of May 5, 1930, a certain Mary E. Taylor of Worcester County, and State of Maryland by H. Fillmore Lankford, his solicitor exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Mary E. Taylor by a certain Charles W. Bozman and wife of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 17th day of October, in the year nineteen hundred and twenty-five by Charles W. Bozman and Willie A. Bozman, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Charles W. Bozman and Willie A. Bozman are indebted to Mary E. Taylor of Worcester County in the State of Maryland, in the sum of One Thousand Dollars, which said sum was advanced and paid by the said Mary E. Taylor as a part of the purchase money for the real estate hereinafter conveyed, and the interest thereon which said debt is evidenced by the bill obligatory of the said Charles and Willie for said sum, dated evenly herewith, payable to the said Mary E. Taylor on the 6th day of June, 1927, with interest from the 6th day of June, 1925, payable semi-annually from the 6th day of June, 1925, 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 Charles W. Bozman and Willie A. Bozman, his wife, do grant and convey to the said Mary E. Taylor, her heirs and assigns, all those lots or parcels of land situate, lying and being in West Princess Anne Election District, in Somerset County, in the State of Maryland, on the north side of the county road leading from Eden to Allen, which were conveyed to the said Charles W. Bozman and Willie A. Bozman by Purnell T. White and Thomas W.H. White, Junior, Executors of the last will and testament of Thomas W. H. White, late of Wicomico County, deceased by deed dated the 15th day of October, 1925, and recorded or intended to be recorded among the land records of said Somerset County, one of said lots containing one and eight-tenths acres, more or less, and the other containing twelve-hundredths of an acre, more or less, and reference is hereby made to said deed and all the references in said deed contained for full and accurate description of the lands 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, 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 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 Charles W. Bozman and Willie A. Bozman 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, 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 nec-

essary 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 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least One thousand dollars, and to cause the policy to be effected thereonto 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 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.

Witness the hands and seals of the said mortgagors.

Test:

Edgar A. Jones

Charles his X mark W. Bozman (SEAL)

Willie A. Bozman ( SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of October, in the year nineteen hundred and twenty-five before me, the subscriber, a Justice of the Peace of the State of Maruland, in and for Somerset County aforesaid, personally appeared Charles W. Bozman and Willie A. Bozman, 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, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of Mary E. Taylor, the mortgagee in said mortgage, and that he is authorized to make

H36078

this affidavit.

Edgar A. Jones, J.P.

Received for record October 17th, 1925, and recorded in Liber W.J.S.No.89, folio 288 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, ,Clerk.

And thereafter to wit, on the 20th day of June, in the year nineteen hundred and thirty, the following Bill Obligatory was filed.

$1000.00. October 17th, 1925.

Secured by mortgage of even date herewith, and for value received, on the 6th day of June, 1927, we jointly and severally promise to pay to Mary E. Taylor or oder, One Thousand Dollars, with interest from 6th June, 1925, payable semi-annually from 6th June, 1925, and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity, hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against us for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness our hands and seals.

Witness: Charles his X mark W. Bozman (SEAL)

Edgar A. Jones Willie A. Bozman (SEAL)

And thereupon the said H. Fillmore Lankford, Attorney, 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 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 Fifteen Hundred 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 heirs, executors, administrator and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this third day of May, nineteen hundred and thirty.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Charles W. Bozman and Willie A. Bozman, his wife, to Mary E. Taylor, dated the 17th day of October, 1925, recorded among the land records of Somerset County, Maryland in Liber W.J.S.No.89, folio 288 etc, is authorized upon default in the terms, conditions and covenants of said mortgage to sell the real estate in said mortgage mentioned and conveyed, 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 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 a 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.

Witness:

Henry M. Lankford

Corporate Seal.

H. Fillmore Lankford (SEAL)

Fidelity and Deposit Company of Maryland, a body corporate by H. Fillmore Lankford, its attorney in fact per power of attorney recorded in the office of Clerk of Circuit Court for Somerset County in Liber W.J.S.No.91, folio 35.

Which said bond was thus thereon endorsed to wit:

The within bond and surety are hereby approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on the 10th day of May, in the year nineteen hundred and thirty, 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:

| | |
|---|---|
| | ) No.4244 Chancery, |
| | ) In the Circuit Court |
| H. Fillmore Lankford, Ex Parte. | ) For Somerset County, |
| | ) Maryland. |
| | ) Trust created by mortgage from Charles W. Bozman and Willie A. |
| | ) Bozman, his wife, to Mary E.Taylor |

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from Charles W. Bozman and Willie A. Bozman, his wife, to Mary E. Taylor, dated the 17th day of October, 1925, recorded among the land records of said county in Liber W.J.S.No.89, folio 288 etc, respectfully represents:

That after default had occurred in the conditions, terms 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, and after having given at least twenty days previous notice of the time, place, manner and terms of sale in The Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by handbill 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, on Tuesday, the 6th day of May, 1930, at or about the hour of 2:15 o'clock P.M., and then and there proceeded to sell the real estate by said mortgage conveyed, at public auction for cash as follows:

He offered all that lot of land in West Princess Anne District, Somerset County, Maryland near Eden Station on the New York, Philadelphia and Norfolk Railroad, and on the north side of the county road leading from Allen to Eden, containing two acres, more or less, adjoining the lands of Hugh McMichael and William P. Todd, including all the land which was conveyed to the said Charles W. Bozman and Willie A. Bozman, his wife, as tenants by the entireties, by Purnell T. White and Thomas W. H. White, executors of Thomas W. H. White, deceased by deed dated the 15th day of October, 1925, recorded among said records in Liber W.J.S.No.92, folio 266 etc, improved by a frame dwelling house corn house and other outbuildings in good condition and sold the same to the said Mary E. Taylor, she being then and there the highest bidder therefor, at and for the sum of one thousand 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 makes the following distribution of the fund arising from said sale.

| | | |
|---|---|---|
| Whole amount of sale, | | $1050.00 |
| Clerk's fee, | $10.50 | |
| Solicitor's fee, | 10.50 | |
| Auctioneer, | 3.00 | |
| Advertising sale and order nisi, | 21.00 | |

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| | | | |
|---|---|---|---|
| Forwarded, | | | $1050.00 |
| Printing slips of sale, | | $1.00 | |
| Premium on bond, | | 10.00 | |
| Fire insurance premium, | | 13.20 | |
| State and County taxes, 1925, | $3.40 | | |
| " " " " 1926, | 27.62 | | |
| " " " " 1927, | 30.00 | | |
| " " " " 1928, | 17.73 | | |
| " " " " 1929, | 16.00 | 94.75 | |
| Commissions as per chancery rule, | | 75.00 | 238.45 |
| On account of the mortgage debt, | | | $811.55 |

Statement of Mortgage Debt.

| | |
|---|---|
| Principal, | $1000.00. |
| Interest from 17th October, 1925, to May 6th, 1930, | 273.00 |
| Whole amount due, | $1273.00 |
| From reported sale, as above, | 811.55 |
| Balance due, | $ 461.45 |

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 ninth day of May, nineteen hundred and thirty, 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 therein reported was fairly made.

Geo. W. Lawson,
Clerk of Circuit Court for Somerset County

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

| | |
|---|---|
| | ) No.4244 Chancery, In the Circuit Court |
| | ) for Somerset County, Maryland. |
| H. Fillmore Lankford, Ex parte. | ) Trust created by mortgage from Charles |
| | ) W. Bozman and Willie A. Bozman, his wife, |
| | ) to Mary E. Taylor. |

Ordered by the Circuit Court for Somerset County, in Equity, this 10th day of May, nineteen hundred and thirty, 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 disbursement 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 10th day of June, 1930, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 6th day of June, 1930.

The report states the amount of sale to be one thousand and fifty dollars.

Robt. F. Duer,
Judge of said Court.

And now at this day to wit, on the 18th day of June, in the year nineteen hundred and thirty, comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | | |
|---|---|---|
| | ) | No.4244 Chancery, |
| | ) | In the Circuit Court for Somerset |
| H. Fillmore Lankford, Ex parte. | ) | County, Maryland. |
| | ) | Trust created by mortgage from |
| | ) | Charles W. Bozman and Willie A. |
| | | Bozman, his wife, to Mary E.Taylor. |

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 18th day of June, nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, Attorney, and the sale of real estate by him reported, and the disbursement of the proceeds of said sale made by him in said report, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer,
Judge of said Court.

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: Geo. H. Lawson, Clerk.

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| | | |
|---|---|---|
| H. Fillmore Lankford, | ) | Be it remembered that heretofore, |
| Ex Parte. | ) | to wit, on the 5th day of May, in |
| Trust created by mortgage from Charles W. Bozman and wife to H. Fillmore Lankford. | ) | the year nineteen hundred and thirty |
| | ) | a certain H. Fillmore Lankford of |
| | ) | Somerset County, and State of Mary- |

land by H. Fillmore Lankford, his solicitor, exhibited and filed in the Circuit Court here, a mortgage executed and delivered to H. Fillmore Lankford by a certain Charles W. Bozman and wife of said County and State, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 14th day of December, in the year nineteen hundred and twenty-one by Charles W. Bozman and Willie A. Bozman, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Charles and Willie have this day borrowed from H.Fillmore Lankford, of said County and State, the sum of Five Hundred Dollars, evidenced by the bill obligatory of the said Charles and Willie, dated evenly herewith payable to the said H. Fillmore Lankford one year after date with interest 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 Charles W. Bozman and Willie A. Bozman, his wife, do grant and convey unto the said H. Fillmore Lankford, his heirs and assigns, all that lot or parcel of land in West Princess Anne District, Somerset County, Maryland, which was conveyed to the said Willie A. Bozman, by Daniel C. Cannon, trustee, by deed dated the 22nd day of May, 1920, recorded among the land records of said county in Liber W.J.S.No.80, folio 461 etc, on the south side of the county road leading from Eden to Allen, containing one hundred and thirty-seven square perches, more or less, to which said deed reference is hereby made for full and accurate description of the land 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.

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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 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 Charles W. Bozman and Willie A. Bozman 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 representatives or assigns, or Clarence P. 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 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 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 existence of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least one thousand dollars, and to cause the policy to be effected thereonto 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.

Witness the hands and seals of said mortgagors.

Test:

Samuel H. Sudler

W. A. Bozman (SEAL)

Charles W. his X mark Bozman (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 14th day of December, 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, personally appeared Charles W. Bozman and Willie A. Bozman, 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 perconally appeared before me, H. Fillmore Lankford, mortgagee 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.

Witness my hand and Notarial Seal.

Seal of Notary.

Samuel H. Sudler,
Notary Public.

Received for record December 16th, 1921, and recorded in Liber W.J.S.No.83, folio 92, one of the Land Records of Somerset County.

Per: W.Jerome Sterling, ,Clerk.

And thereafter totwit, on the 5th day of May, in the year nineteen hundred and thirty, the following Bill Obligatory was filed.

$500.00 December 14, 1921,

Secured by mortgage of even date herewith, and for value received, one year after date we promise to pay to the order of H. Fillmore Lankford, five hundred dollars, and interest 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.

Witness:

Samuel H. Sudler

10¢ Revenue Stamp.

W. A. Bozman (SEAL)

Charles W. his X mark Bozman (SEAL)

And thereupon the said H. Fillmore Lankford, Mortgagee, 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 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 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, administrators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this third day of May, nineteen hundred and thirty.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Charles W. Bozman and Willie A. Bozman, his wife, to the said H. Fillmore Lankford, dated the 14th day of December, 1921, recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.83, folio 92 etc, is authorized upon default in the terms, conditions and covenants of said mortgage, to sell the real estate in said mortgage mentioned and conveyed, and whereas default has occurred in the terms, conditions and covenants of said mortgage, and whereas the said H. Fillmore Lankford, mortgagee, as aforesaid, is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property,

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being real estate in Somerset County, Maryland.

Now the condition of the above obligation is such, that if the above bounden H. Fillmore Lankford, mortgagee as aforesaid, 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 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.

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 office of the Clerk of Circuit Court for Somerset County in Liber W.J.S.No. 91, folio 35.

Which said bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved,

Geo. W. Lawson, Clerk.

And thereafter to wit, on the 10th day of May, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| H. Fillmore Lankford, Ex parte. | ) | No.4243 Chancery, In the Circuit |
| | ) | Court for Somerset County, |
| | ) | Trust created by mortgage from Charles |
| | ) | W. Bozman and Willie A. Bozman, his |
| | ) | wife, to H. Fillmore Lankford. |

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

The report of H. Fillmore Lankford, mortgagee in a mortgage from Charles W. Bozman and Willie A. Bozman, his wife, to the said H. Fillmore Lankford, dated the 14th day of December, 1921, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.83, folio 92 etc., 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 in the office of the Clerk of the Circuit Court for Somerset County, as required by law, and after having given at least twenty days previous notice of the time, place, manner and terms of sale in "The Eastern Shore Republican," a weekly newspaper printed in said county, and by handbill posted at the Court House door in said County, he did, in pursuance of said notice, attend at the said Court House door, in Princess Anne, Maryland, on Tuesday, the 6th day of May, 1930, at or about the hour of 2:00 o'clock P.M., and then and there proceeded to sell at public auction for cash, the real estate conveyed by said mortgage as follows:

He offered all that lot of land in West Princess Anne District, in Somerset County, Maryland on the south side of the county road leading from Eden to Allen, containing 137 square perches, more or less, adjoining the lands of Hugh McMichael and Daniel Willey, and being all the land which was conveyed to the said Willie A. Bozman by Daniel C. Cannon, trustee, by deed dated the 22nd day of May, 1920, recorded among said records in Liber W.J.S.No.80, folio 461 etc, improved by a frame dwelling house and a barn in good condition, and sold the same to himself, the said H. Fillmore Lankford, the mortgagee in said mortgage, he being the highest bid-

der therefor, at and for the sum of nine hundred and seventy-five dollars.

And the said H. Fillmore Lankford, mortgagee as aforesaid, makes the following distribution of the proceeds of said sale,

| | | | |
|---|---|---|---|
| Amount of sale, | | | $975.00 |
| Clerk's fees, $10.50, Solicitor, $10.00 | | $20.50 | |
| Auctioneer, | | 3.00 | |
| Advertising sale and order nisi, | | 19.00 | |
| Printing slips of sale, | | 1.00 | |
| Premium on bond, | | 5.00 | |
| Fire insurance premiums paid, | | 33.50 | |
| State and county taxes, 1926, | $24.02 | | |
| " " " " 1927, | 26.10 | | |
| " " " " 1928, | 26.69 | | |
| " " " " 1929, | 24.11 | 100.92 | |
| Mortgagee's commission as per rule, | | 70.50 | 253.42 |
| This amount on account of mortgage debt, | | | $721.58 |

Statement of mortgage debt.

| | |
|---|---|
| Principal, | $500.00 |
| Interest from 14th December, 1921, to 6th May, 1930, | 250.00 |
| | $750.00 |
| Credit by above amount, | 721.58 |
| Balance due on mortgage debt, | $ 28.42 |

And the said Mortgagee prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford,
Mortgagee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this eighth day of May, nineteen hundred and thirty, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H.Fillmore Lankford, the mortgagee 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.

Geo. W. Lawson,
Clerk of Circuit Court for Somerset County, Maryland.

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

| | |
|---|---|
| H. Fillmore Lankford, Ex Parte. | No.4243 Chancery, In the Circuit Court for Somerset County, Maryland. Trust created by mortgage from Charles W. Bozman and Willie A. Bozman, his wife, to H. Fillmore Lankford. |

Ordered by the Circuit Court for Somerset County, in Equity, this 10th day of May, nineteen hundred and thirty, that the report of H. Fillmore Lankford, the mortgagee 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 10th day of June, 1930, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 6th day of June, 1930.

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The report states the amount of sale to be nine hundred and seventy-five dollars.

Robert F. Duer,
Judge of said Court.

And now at this day to wit, on the 18th day of June, in the year nineteen hundred and thirty, comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | | |
|---|---|---|
| H. Fillmore Lankford, Ex Parte. | ) | No.4243 Chancery, In the Circuit |
| | ) | Court for Somerset County, Maryland |
| | ) | Trust created by mortgage from |
| | ) | Charles W. Bozman and Willie A. |
| | ) | Bozman, his wife, to H. Fillmore |
| | | Lankford. |

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 18th day of June, nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, mortgagee, 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 finally ratified and confirmed, and it is further ordered that James R. Stewart be and he is hereby appointed trustee to convey said real estate to the said H. Fillmore Lankford, the purchaser thereof.

Robert F. Duer,
Judge of said Court.

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: Geo. H. Lawson ,Clerk.

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| | | |
|---|---|---|
| William G. Lankford | ) | Be it remembered that heretofore, to wit, |
| Vs. | ) | on the 1st day of July, in the year nine- |
| Jennie L. Dykes, L. Thomas Dykes, | ) | teen hundred and twenty-nine, a certain |
| Sadie Beauchamp and Mattie L. West. | ) | William G. Lankford, by Miles & Myers |
| | ) | his solicitor exhibited and filed in the |
| | ) | Circuit Court here a bill of complaint |

against Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West, which said bill of complaint is in the words following, to wit:

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery, |
| Vs. | ) | Circuit Court |
| Jennie L. Dykes, L. Thomas Dykes, | ) | For Somerset County, |
| Sadie Beauchamp and Mattie L. West | ) | Maryland. |

To the Honorable, the Judge of said Court:

Your orator who sues as well for himself as for all other creditors of Levin H. Dykes, late of said Somerset County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

First: That the said Levin H. Dykes was in his lifetime indebted unto your orator in the full sum of one hundred dollars, with interest from August 14, 1926, less a total credit of fifteen dollars on account of said interest, as evidenced by the bill obligatory of the said Levin H. Dykes for said principal sum, with interest as aforesaid, payable to your orator, filed

herewith as part hereof, marked Plaintiff's "Exhibit A."

Second: That the said Levin H. Dykes, being in his lifetime so indebted to your orator and to divers other persons and being seized and possessed of real and personal estate situate in said Somerset County and Worcester County in said State, departed this life on or about the twelfth day of June, 1929 intestate, leaving surviving a widow, the defendant the said Jennie L. Dykes, who is of full age and resides in said Somerset County, and the following named children and grand child as his sole heirs at law.

(a) The defendant, Thomas L. Dykes, a son who is of full age, unmarried, and resides in said Somerset County.

(b) The defendant, Sadie Beauchamp, a daughter who is a widow of full age and resides in said Somerset County.

(c) The defendant, Mattie L. West, a granddaughter of full age and who resides in the City of Richmond, State of Virginia, the said Mattie L. West being the only child and heir at law of Mattie L. Dykes, a daughter of the said Levin H. Dykes, who predeceased her said father.

Third: That letters of administration upon the personal estate have been granted to your orator and the defendant Jennie L. Dykes, copy of which said letters is herewith filed as part hereof, marked Plaintiff's "Exhibit B." but that the total personal estate of the said Levin H. Dykes is insufficient for the payment of all of his just debts and your orator is advised that he and the other unpaid creditors of the said Levin H. Dykes are entitled to have their claims paid out of the real estate of the said deceased in the possession of his heirs at law as aforesaid.

To the end therefore.

(1) That the real estate of the said Levin H. Dykes, 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 said deceased.

(2) 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 Jennie L. Dykes, L. Thomas Dykes, and Sadie Beauchamp, 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, to show cause, if any they have, why a decree ought not to pass as prayed; also an order of publication giving notice to the said Mattie L. West, an adult residing in the State of Virginia as aforesaid, who is a non-resident of this State, 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 pass as prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Plaintiff.

Exhibit "A" referred to in the foregoing Bill of Complaint, is in the words following, to wit:

$100.00. Pocomoke City, Md., Aug.14,1926.

Twelve months after date, I promise to pay to the order of W. G. Lankford the sum of One Hundred Dollars with interest , Dollars at The Citizens National Bank, Pocomoke City, 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 covenants to pay ten per cent, additional as collection fee, and hereby authorizes and empowers any Attorney of Record, to confess judgment against for the above sum and the costs of suit, with ten per cent, collection charges. And the maker and endorser each hereby waives demand, protest and notice of non-payment hereof.

Witness: E. P. Matthews, L. H. Dykes, his X mark. (SEAL)

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Exhibit "B" referred to in the foregoing bill is in the words following, to wit:

Maryland, Sc.

The State of Maryland.

To all persons to whom these presents shall come, Greeting: Know ye that Administration of all the goods, chattles and credits of Levin H. Dykes late of Somerset County, deceased, is hereby granted and committed unto Jennie L. Dykes and William G. Lankford, the Administrators

Witness, Elmer Horner, Esq., Chief Judge of the Orphan's Court for Somerset County, this 27th day of June Anno Domini 1929.

Test: Florence E. Dryden,
Register of Wills for Somerset County.

Official Seal.

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 letters of administration granted unto Jennie L. Dykes and William G. Lankford, administrators on the estate of Levin H. Dykes, late of said county, deceased, taken from the original now on file and 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 first day of July, in the year of our Lord, mineteen hundred and twenty-nine.

Official Seal.

Florence E. Dryden,
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.

Maryland, Somerset County, to wit:

The State of Maryland, to Jennie L. Dykes, L. Thomas Dykes and Sadie Beauchamp 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 August next to answer the complaint of against you and another in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable, John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July, Anno Domini 1929.

Issued the 1st day of July, Anno Domini 1929.

Per order:
Geo. W. Lawson, Clerk.

To the first of said Writs:

Summoned severally and supoena read to and copy of supoena left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on the 3rd day of September, in the year nineteen hundred and twenty-nine, the following Supplemental Bill of Complaint was filed.

| | | |
|---|---|---|
| William G. Lankford<br>Vs.<br>Jennie L. Dykes, L. Thomas Dykes,<br>Sadie Beauchamp and Mattie L. West. | )<br>)<br>)<br>)<br>) | No.4157 Chancery,<br>Circuit Court for<br>Somerset County,<br>Maryland. |

To the Honorable, the Judge of said Court:

Your orator complaining says:

First: That heretofore, to wit, on 1st day of July, nineteen hundred and twenty-nine, he filed his bill of complaint against the above named defendants, praying among other things for a sale of certain real estate situated in Somerset and Worcester Counties, in the State of Maryland of which Levin H. Dykes, late of said Somerset County died seized, to which said bill

certain of said defendants have been summoned and other proceedings had, as by reference to the said suit now in this Court will more fully appear.

Second: That your orator has discovered that the said Levin H. Dykes, in his lifetime being indebted unto a certain Amanda Marshall, on the sixth day of September, nineteen hundred and twenty-four, executed his bill obligatory to the said Amanda Marshall, her personal representative or assigns, payable twelve months after said date, with interest from said date, that being desirous to secure the payment of said bill obligatory when and as the same should fall due, the said Levin H. Dykes together with his wife, the defendant, Jennie L. Dykes, by their deed of said date did convey, by way of mortgage unto the said Amanda Marshall, certain real estate described in said mortgage, situated in said Somerset County and being the same and all of the real estate of which the said Levin H. Dykes died seized which is located in said County that since the filing of the said bill of complaint your orator has paid to the said Amanda Marshall the full amount due on said mortgage, to wit, the sum of $500.00, with interest from the first day of January, nineteen hundred and twenty-nine, and the said Amanda Marshall has duly assigned said mortgage to your orator, as will appear by reference to the said original mortgage, with said assignment endorsed thereon, filed herewith as part hereof, marked plaintiff's Exhibit C.

Third: That at the time of the death of the said Levin H. Dykes, there was due on said mortgage the sum of $500.00 with interest from the said first day of January, nineteen hundred and twenty-nine, and that nothing has been paid on account of said mortgage debt since that date, and that said balance of said mortgage debt is now overdue and your petitioner is entitled to foreclose said mortgage under the power contained therein, but your petitioner is willing and ready to consent that the said land, of which the said Levin H. Dykes died seized, situated in said Somerset County, and being the same land described in mortgage shall be sold under a decree passed on the original bill of complaint in the above cause, provided your orator's said mortgage debt be paid from the proceeds of said sale, prior to the claims of any other creditors of the said Levin H. Dykes, that by selling the said real estate of the said Levin H. Dykes, which is located in said Somerset County clear of your orator's said mortgage and applying the proceeds of said sale after the payment of the costs thereof, first, to the payment of said mortgage debt and the residue to the payment of the claims of other unsatisfied creditors of said Levin H. Dykes, the said defendants will be saved the costs of a separate procedure to foreclose said mortgage.

Your orator, therefore, prays,

(1) That the real estate of which the said Levin H. Dykes died seized, situated in Somerset County, as aforesaid and described in the said mortgage, filed with this your orator's supplemental bill of complaint as Exhibit C, may be decreed to be sold, to pay the balance due on said mortgage deed, to wit, the sum of $500.00, with interest from the first day of January, nineteen hundred and twenty-nine, and the residue of the proceeds from said sale, if any, to be applied to the payment of the claim of your orator and other unsatisfied creditors of the said Levin H. Dykes, as prayed in said original bill of complaint.

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

(3) That the said defendants and each of them, may be required to answer this amended or supplemental bill of complaint, as well as said original bill.

May it please your Honor, to grant unto your orator, the writ of subpoena directed to the said Jennie L. Dykes, L. Thomas Dykes and Sadie Beauchamp, 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, to show cause, if any they have, why a decree ought not to pass as prayed; also an order of publication giving notice to the said Mattie L. West, an adult residing in the State of Virginia as aforesaid, who is a non-resident of this State, of the object and substance

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of this supplemental 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 pass as prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Plaintiff.

Exhibit "C" filed in the aforesaid Supplemental Bill as follows:

For value received I hereby assign the within mortgage to William G. Lankford, without recourse to me in any event.

Witness my hand and seal this 10th day of August, 1929.

Test: Amanda Marshall (SEAL)

Cynthia Ardis.

Filed for record September 3rd, 1929.

Test: Geo. W. Lawson, Clerk.

And thereupon in purshance of the prayer of the foregoing bill, and by order of Court here, the following Order of Publication was filed.

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|---|---|---|
| William G. Lankford | ) | No.4157 Chancery, |
| Vs | ) | Circuit Court for Somerset County |
| Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West. | ) | Maryland. |
| | ) | |

The object of this suit is to procure a decree for the sale of real estate, situated in Somerset and Worcester Counties, in the State of Maryland, of which Levin H. Dykes, late of said Somerset County, died seized, to pay a certain mortgage debt and other unsecured debts of said deceased,

The original and supplemental bills of complaint state: That the said Levin H.Dykes died on the twelfth day of June, nineteen hundred and twenty-nine, indebted to the plaintiff on a bill obligatory for the sum of one hundred dollars ($100.00), with interest from August fourteenth, nineteen hundred and twenty-six, less a total credit of fifteen dollars ($15.00), on account of said interest and also indebted to divers other persons, that the said Levin H, Dykes died seized and possessed of certain real estate situated in Somerset and Worcester Counties in said State and also possessed of some personal estate, but that the total of said personal estate is insufficient for the payment of the just debts of the said Dykes, and that the said unpaid creditors of the said Dykes are entitled to have their claims paid out of the real estate of said deceased, that the said Levin H. Dykes died intestate, leaving a widow, the defendant, Jennie L. Dykes, who is of full age and resides in said Somerset County, also two children and one grandchild, as his only heirs at law, namely (a) the defendant, L. Thomas Dykes, who is of full age, unmarried, and resides in said Somerset County, (b) the defendant Sadie Beauchamp, a daughter, who is a widow of full age and resides in said Somerset County, (c) the defendant, Mattie L. West, a granddaughter of full age and who resides in the City of Richmond, State of Virginia, the said Mattie L. West, being the only child and heir at law of Mattie L. Dykes, a daughter of the said Levin H. Dykes, who predeceased her said father, that letters of administration have been granted by the Orphan's Court of Somerset County, to the plaintiff and the defendant, Jennie L. Dykes, upon the personal estate of said Levin H. Dykes, and that copy of said letters of administration and also of the said bill obligatory of the plaintiff are filed as Exhibits with the original bill of complaint, that the said real estate situated in said Somerset County of which the said Dykes died seized is subject to a mortgage executed by the said Dykes and the defendant Jennie L. Dykes to a certain Amanda Marshall, on the sixth day of September, nineteen hundred and twenty-four, which said mortgage has been assigned to the

plaintiff on the tenth day of August, nineteen hundred and twenty-nine, after the original bill of compalint had been filed, that there is due on said mortgage a balance of five hundred dollars ($500.00), with interest from January first, nineteen hundred and twenty-nine, and that the said plaintiff in his supplemental bill consents and prays that the said real estate in said Somerset County be decreed to be sold clear of said mortgage debt, provided said mortgage debt and interest be paid to the plaintiff from the proceeds of said sale, prior to the claims of any other creditors of the said Levin H. Dykes, that said mortgage debt is overdue and that the said plaintiff is entitled to foreclose the same that by the payment of said mortgage debt from the proceeds of sale of said real estate, under decree in this cause the costs of such foreclosure will be saved to the defendants that the original of said mortgage, executed to the said Amanda Marshall and assigned to the plaintiff as aforesaid is filed as an Exhibit with the supplemental bill of complaint.

It is thereupon this 3rd day of September, nineteen hundred and twenty-nine, 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 newspaper published in said Somerset County, once in each of four successive weeks before the 5th day of October, nineteen hundred and twenty-nine, give notice to the said non-resident defendant, Mattie L. West, of the object and substance of these original and supplemental bills of complaint, warning her to be and appear in this Court in person or by solicitor on or before the 22nd day of October, nineteen hundred and twenty-nine, to show cause, if any she has, why a decree ought not to be passed as prayed.

Robt. F. Duer, Judge.

And thereafter to wit, on the 12th day of November, in the year nineteen hundred and twenty-nine, the following subpoena was issued.

Maryland, Somerset County, to wit:

The State of Maryland, to Jennie L. Dykes, L. Thomas Dykes, and Sadie Beauchamp 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 William G. Lankford 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 November, Anno Domini 1929.

Issued the 12th day of November, Anno Domini 1929.

Per Order:

Geo. W. Lawson, Clerk.

The return of said writ:

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on November 23rd, 1929, the second supplemental Bill of Compalaint was filed.

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery, |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L.West. | ) | Somerset County, |
| | ) | Maryland. |

To the Honorable, the Judge of said Court:

The petition of William G. Lankford, plaintiff in the above cause, respectfully represents

That he desires to file the attached supplemental bill of complaint in the above cause and prays that leave be granted him to do so.

Geo. H. Myers,
Solicitor for Plaintiff.

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Ordered this 23rd day of November, nineteen hundred and twenty-nine, by the Circuit Court for Somerset County in Equity, upon the aforegoing petition, that leave, be and the same is hereby granted to the plaintiff to file the attached supplemental bill of complaint in the above cause.

Robt. F. Duer,
Judge.

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West. | ) | Somerset County, |
| | ) | Maryland. |

To the Honorable the Judge of said Court:

Your orator complaining says:

That heretofore, to wit, on the first day of July, nineteen hundred and twenty-nine, he filed his bill of complaint in this Court against a certain Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp, all of Somerset County, State of Maryland, and Mattie L. West of the City of Richmond, State of Virginia, praying, among other things, the sale of certain real estate of which a certain Levin H. Dykes died seized, and again on the third day of September, nineteen hundred and twenty-nine, your orator filed his supplemental bill of complaint in said cause against the same defendants, praying for the sale of said real estate to satisfy a certain mortgage debt as well as other debts of the said Levin H. Dykes, all of which is particularly set forth in said original and supplemental bills.

That in said original and supplemental bills the defendant, Mattie L. West, is described as an adult over the age of twenty-one years, and an order of publication was prayed and issued against her as an adult, that your orator has lately discovered and now charges by way of admendment or supplement to his aforesaid bills of complaint, that the said Mattie L. West is an infant under the age of twenty-one years, residing in the City of Richmond, State of Virginia,

To the end therefore:

That the said defendants, Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West may answer this amendment as well as the matters charged in the original and supplemental bills of complaint.

That your orator may have such relief against them as is prayed in the original and supplemental bills of complaint.

May it please your Honor, to grant unto your orator, the writ of subpoena directed to the said Jennie L. Dykes, L. Thomas Dykes and Sadie Beauchamp, 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, to show cause, if any they have, why a decree ought not to pass as prayed, also an order of publication giving notice to the said Mattie L. West, an infant residing in the State of Virginia as aforesaid, who is a non-resident of this State, of the object and substance of the original and supplemental bills of complaint 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,

Geo. H. Myers,
Solicitor for Plaintiff.

Subpoena filed November 23rd, 1929.

Maryland, Somerset County, to wit:

The State of Maryland, to Jessie L. Dykes, L. Thomas Dykes and Sadie Beauchamp 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 supplemental bill of William G. Lankford 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 November Anno Domini 1929.

Issued the 23rd day of November, Anno Domini 1929.

Per Order: Geo. W. Lawson, Clerk.

The return of said writ:

Sadie Beauchamp Non Est.

Residue summoned severally and copy left with each defendant.

A.L. Murrell, Sheriff.

And thereafter to wit, on November 23rd, 1929, the following Order of Publication was filed.

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery, |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, L. Thomas Dykes Sadie Beauchamp and Mattie L.West. | ) | Somerset County, |
| | ) | Maryland. |

Order of Publication.

The object of this suit is to procure a decree for the sale of real estate, situated in Somerset and Worcester Counties, in the State of Maryland, of which Levin H. Dykes, late of said Somerset County, died seized, to pay a certain mortgage debt and other unsecured debts of said deceased.

The original and supplemental bills of complaint state, That the said Levin H. Dykes died on the twelfth day of June, nineteen hundred and twenty-nine, indebted to the plaintiff on a bill obligatory for the sum of one hundred dollars ($100.00), with interest from August, fourteenth, nineteen hundred and twenty-six, less a total credit of fifteen dollars, on account of said interest and also indebted to divers other persons, that the said Levin H. Dykes died seized and possessed of certain real estate situated in Somerset and Worcester Counties in said State and also possessed of some personal estate, but that the total of said personal estate is insufficient for the payment of the just debts of the said Dykes, and that the said unpaid creditors of the said Dykes are entitled to have their claims paid out of the real estate of said deceased, that the said Levin H. Dykes died intestate, leaving a widow, the defendant, Jennie L. Dykes, who is of full age and resides in said Somerset County, also two children and one grandchild, as his only heirs at law, namely, (a) the defendant L. Thomas Dykes, who is of full age, unmarried, and resides in said Somerset County, (b) the defendant, Sadie Beauchamp, a daughter, who is a widow of full age and resides in said Somerset County, (c) the defendant, Mattie L. West, a granddaughter, an infant under the age of twenty-one years, who resides in the City of Richmond, State of Virginia, the said Mattie L. West being the only child and heir at law of Mattie L. Dykes, a daughter of the said Levin H. Dykes, who predeceased her said father, that letters of administration have been granted by the Orphans Court for Somerset County, to the plaintiff and the defendant, Jennie L. Dykes, upon the personal estate of said Levin H. Dykes, and that copy of said letters of administration and also of the said bill obligatory of the plaintiff are filed as Exhibits with the original bill of complaint, that the said real estate situated in said Somerset County of which the said Dykes died seized is subject to a mortgage executed by the said Dykes and the defendant, Jennie L. Dykes, to a certain Amanda Marshall, on the sixth day of September, nineteen hundred and twenty-four, which said mortgage has been assigned to the plaintiff on the tenth day of August, nineteen hundred and twenty-nine after the original bill of complaint had been filed, that there is due on said mortgage a balance of five hundred dollars ($500.00) with interest from January first, nineteen hundred and twenty-nine, and that the said plaintiff in his supplemen-

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tal bill consents and prays that the said real estate in said Somerset County be decreed to be sold clear of said mortgage debt, provided said mortgage debt and interest be paid to the plaintiff from the proceeds of said sale, prior to the claims of any other creditors of the said Levin H. Dykes, that said mortgage debt is overdue and that the said plaintiff is entitled to foreclose the same; that by the payment of said mortgage debt from the proceeds of sale of said real estate, under decree in this cause the costs of such foreclosure will be saved to the defendants, that the original of said mortgage executed to the said Amanda Marshall and assigned to the plaintiff as aforesaid is filed as an exhibit with the supplemental bill of complaint.

It is thereupon this 23rd day of November, nineteen hundred and twenty-nine, 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 newspaper published in said Somerset County, once in each of four successive weeks before the 30th day of December, nineteen hundred and twenty-nine, give notice to the said non-resident defendant, Mattie L. West, of the object and substance of these original and supplemental bills of complaint, warning her to be and appear in this Court in person or by solicitor on or before the 16th day of January, nineteen hundred and thirty, to show cause, if any she has, why a decree ought not to be passed as prayed.

Robt. F. Duer, Judge.

And thereafter to wit, on December 20th, 1929, the following subpoena was issued.

Maryland, Somerset County, to wit:

Seal of State

The State of Maryland, To Sadie Beauchamp 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 William G. Lankford 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 November, Anno Domini 1929.

Issued the 20th day of December, Anno Domini 1929.

Per Order:
Geo. W. Lawson, Clerk.

The return of said writ.

Non Est,
A. L. Murrell, Sheriff.

And thereafter to wit, on January 7th, 1930, the answer of Sadie Beauchamp was filed as follows

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|---|---|
| William G. Lankford<br>Vs.<br>Jennie L. Dykes, L. Thomas Dykes,<br>Sadie Beauchamp and Mattie L. West. | No.4157 Chancery,<br>Circuit Court for<br>Somerset County,<br>Maryland. |

The answer of Sadie Beauchamp to the original and first and second amended or supplemental bills against her and others in the above cause exhibited, respectfully shows:

That this respondent admits that Levin H. Dykes, late of Somerset County deceased, died intestate on the twelfth day of June, nineteen hundred and twenty-nine, possessed of some personal estate and seized and possessed of certain real estate situate in Somerset and Worcester Counties, in the State of Maryland, leaving surviving a widow, the defendant, Jennie L.Dykes, and two children and a grand child as his sole heirs at law, namely, the defendants L. Thomas Dykes, Mattie L. West and this respondent, and that the said L. Thomas Dykes and this respondent are of full age and that the defendant, Mattie L. West is under the age of twenty-one years, as alleged in said bills, that as to the other matters alleged in said original and supplemental or amended bills, this respondent has no knowledge and therefore neither admits nor denies such allegations but demands full proof thereof.

And having fully answered said original and supplemental or amended bills, this respondent prays that she be hence dismissed with her proper costs.

Henry J. Waters,
Solicitor for Respondent.

Sadie Beauchamp,
Respondent.

And thereafter to wit, on February 4th, 1930, a Petition and Order of Court appointing Guardian Ad Litem was filed.

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|---|---|---|
| William G. Lankford | ) | No.4157 Chancery |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West. | ) | Somerset County, |
| | ) | Maryland. |

To the Honorable, the Judge of said Court:

The petition of William G. Lankford, plaintiff in the above suit, respectfully shows:

That the order of publication heretofore issued in this cause on the twenty-third day of November, nineteen hundred and twenty-nine, giving notice to the defendant, Mattie L. West, of the object and substance of the original and the first and second supplemental bills of complaint has been duly published in the Somerset News, as required by the terms of said order, as will appear by reference to publisher's certificate herewith filed, but the said Mattie L. west being an infant under the age of twenty-one years, 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,

Geo. H. Myers,
Solicitor for Petitioner.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 3rd day of February, nineteen hundred and thirty, before me, the subscriber, Associate Judge of the Circuit Court for said County, 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 stated to the best of his knowledge and belief.

In testimony whereof I have hereunto set my hand, this the day and year above written.

Geo. W. Lawson, Clerk.

Ordered, by the Circuit Court for Somerset County, in Equity, this 4th day of February, nineteen hundred and thirty, upon the aforegoing petition and affidavit, that James R. Stewart be and he is hereby appointed Guardian ad Litem to appear and answer for Mattie L. West, infant defendant in the above cause.

Robt. F. Duer, Judge.

And thereafter to wit, on February 4th, 1930, a Answer of Guardian ad Litem was filed.

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West. | ) | Somerset County, |
| | ) | Maryland. |

The answer of Mattie L. West, infant, by James R. Stewart, guardian ad Litem, duly appointed by order of this Court, to the bill of complaint of William G, Lankford, against her and others in this Court exhibited.

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,

James R. Stewart, Guardian Ad Litem.

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And thereafter to wit, on the 4th day of February, in the year nineteen hundred and thirty, a Decree pro confesso and Order to take testimony was filed as follows:

| | | |
|---|---|---|
| William G. Lankford | ) | |
| | ) | No.4157 Chancery, |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, L. Thomas Dykes, Sadie Beauchamp and Mattie L. West. | ) | Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that the defendants, Jennie L. Dykes, and L. Thomas Dykes, have been duly summoned to appear to the original and supplemental bills of complaint therein against them and others exhibited, and said defendants having failed to appear either in person or by solicitor and answer said bill.

It is thereupon this 4th day of February, nineteen hundred and thirty, 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 in support of the allegations of the bill.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 7th day of March, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery, |
| Vs. | ) | In the Circuit Court |
| Jennie L. Dykes 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, the 1st day of March, nineteen hundred and thirty, I did take the following depositions that is to say:

William G. Lankford, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William G. Lankford, age 60 years, residence Dublin District, Somerset County, Maryland, farming occupation.

Int. 2. Did you know Levin H. Dykes 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. I did know Levin H. Dykes, He died at his home in Dublin District, in Somerset County, on the 12th day of June, 1929. He left no will that I know of and his heirs at law are, a daughter, Sadie Beauchamp, who is of full age and resides in said Somerset County, a son, L. Thomas Dykes, who is of full age and resides in said Somerset County and a grand daughter, Mattie L. West, the only child and heir at law of Mattie L. Dykes, a daughter of the said Levin H. Dykes, who predeceased her said father. The said Mattie L. West reached the age of 21 on the 18th of February, 1930, and resides at Richmond, Va., Levin H. Dykes also left surviving a widow, the defendant, Jennie L. Dykes, who is of full age and resides in said Somerset County.

Int. 3. What real estate did the said Levin H. Dykes own at the time of his death?

Ans. He owned a small farm in Somerset County containing 28 or 30 acres, in Dublin District, with its outlet on the public road known as the Bowland's Road. It adjoins the lands of Henry Griffin and land owned by the Pocomoke City National Bank and also adjoins my land. About 20 acres of it is tillable and the rest of it is branch and cut over woods. It is improved by a two story frame, six room dwelling house in good condition of repair. The out-buildings are poor. This property is worth around $1000.00.

He also owned a farm in Worcester County, in Atkinson District, which he inherited from his son, Frank H. Dykes, It contains about 100 acres, about 75 of which are cleared and tillable, the rest of it thicket and cut over woods. It is improved by a six room, frame, dwelling house in fair condition of repair, and small comparatively new barn. It is on the public road leading from Whitesburg to Bounds Election Grounds and adjoins the land of King Riggin and the place where Edward Denson died. This property is worth about $1000.00

Int.4. What do you know of the personal estate of the said Levin H. Dykes?

Ans. Mrs. Jennie L. Dykes and myself are the administrators of the personal estate. The administration has been completed. The total personal estate amount to $298.00 and was not sufficient to pay the bills filed against the estate. The general creditors received 32 6/10%. The plaintiff herewith files with the Examiner to be used as evidence a certified copy of said administration account, marked Exhibit "D".

Int.5. What if anything, did Levin H. Dykes owe you at the time of his death?

Ans. At the time of his death, he owed me a note for the principal sum of $100.00 with interest from August 14, 1926. He had made payments on account of the interest, one for $9.00 and another for $6.00, or a total of $15.00, and the rest of the principal and interest are still due. Plaintiff herewith files with the examiner to be used as evidence in this cause, note referred to by witness which is filed as Exhibit with the original bill of complaint, and is now show witness for identification.

Int.6, Is that the note that he owed you and about which you have testified?

Ans. Yes, sir.

Int.7. What do you know of a mortgage debt owing by the said Levin H. Dykes at the time of his death?

Ans. I knew that he had a mortgage on the property in Somerset County and after his death, I bought the mortgage from Mrs. Amanda Marshall in order to save the Dykes family the cost of foreclosure. I was advised that the mortgage debt and the other debts which Levin Dykes left could all be collected from one sale and with the costs of one court proceedure if I brought the mortgage claim in the same suit with my note. I learned from Mrs. Dykes and her son, that the amount due on Mrs. Marshall's mortgage was $500.00 with interest from January 1, 1929, and I paid Mrs. Marshall this amount and interest totaling five hundred and twenty- some dollars, when she assigned the mortgage to me in August 1929. I herewith file the original mortgage containing the assignment to me to be sued as evidence in this cause marked Exhibit "C"

Court question and answer:

"Nothing more."

Test: W. G. Lankford

Harry C. Dashiell,
Exm.

L. Thomas Dykes, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. L. Thomas Dykes, age 31 years, residence Dublin District, Somerset County, Maryland, occupation farming.

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Int.2. Did you know Levin H. Dykes, in his life time? Is he living or dead? If dead, when did he die? Did he leave any will and who are his heirs at law?

Ans. I did know levin H. Dykes, He was my father. He died on June 12, 1929, at his home in Dublin District. He left no will and his heirs at law are a daughter, Sadie Beauchamp, who is of full age and resides in said Somerset County, a son, L. Thomas Dykes, who is myself. I am of full age and reside in Somerset County. He also left a grand daughter, Mattie L. West, who was the only child and heir at law of my sister, Mattie L. Dykes, a daughter of the said Levin H. Dykes, who predeceased her father. The said Mattie L. West reached the age of 21 years on February 18, 1930 and resides at Richmond, Virginia. The said Levin H. Dykes also left a widow, the defendant, Jennie L. Dykes, who is of full age and resides in said Somerset County.

Int.3. What real estate did your father own at the time of his death?

Ans. I heard Mr. William G. Lankford answer this question just a little while ago. His description of the two places which my father owned at the time of his death are correct and his valuation of these properties is about right.

Int.4. What personal estate did your father leave and was it sufficient to pay his debts?

Ans. Mr. Lankford and my mother administered on the personal estate. The whole of it, including one years rent from the Worcester County farm, amount to only $298.00. It was not sufficent to pay the debts and the only way they can be paid is by a sale of the real estate.

Int.5. Do you know anything of the note your father owed Mr. Lankford and of the mortgage on the Somerset County farm.

Ans. I do know he owed Mr. Lankford the note and that Mrs. Marshall had a mortgage for $600.00 on the farm in Somerset County. My father paid $100.00 on the mortgage before he died, and the interest was paid to January 1, 1929.

Int.6. Look at the papers here shown you and state if these are the mortgage and note referred to. Exhibit A. and "C" here shown witness.

Ans. Yes, that is the note he owed Mr. Lankford and that is the mortgage he owned Mrs. Marshall.

Court question and answer:

"No, I don't think so."

Test: L. Thomas Dykes

Harry C. Dashiell,
Exm.

Plaintiff herewith files with Examiner to be used as evidence copy of letters of administration issued to William G. Lankford and Jennie L. Dykes, marked Exhibit "D".

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 attached statement of costs is correct.

Given under my hand and seal this 1st. day of March, nineteen hundred and thirty.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00.

Exhibit "D" referred to in the foregoing Testimony is in the words following, to wit:

In the Office of the Register of Wills for Somerset County.

Drs. Williams G. Lankford and Jennie L. Dykes, Administrators on the estate of Levin H. Dykes, deceased.

| | |
|---|---|
| To an account of Sale as filed | $196.80 |
| To an account of cash as filed | 100.00 |
| | $296.80 |

An allowance is prayed by the accountants for the following payments and disbursements:

| | | | Forwarded. |
|---|---|---|---|
| Vernon P. Stevenson, undertaker | | $168.50 | $296.80 |
| Dr. R. Lee Hall, M.D. | | 17.50 | |
| Florence E. Dryden, Reg.W.S.Co., fees | | 21.50 | |
| Somerset News, Notice to Creditors | | 5.00 | |
| To 10% Commissions allowed to Administrators | | 29.68 | |
| The Personal estate being insufficient to pay all claims registered in full a Dividend of .326 is allowed: | | | |
| O.P. Carey | $37.10 | | |
| Dividend of .326 | | 12.10 | |
| Pocomoke City National Bank, note, $60.00 and interest $2.94 | 62.94 | | |
| Dividend of .326 | | 20.52 | |
| F. E. Matthews, | 6.00 | | |
| Dividend of .326 | | 1.96 | |
| Swift & Co., (J.M. Clogg) note, $18.00 interest $.76 | 18.76 | | |
| Dividend of .326 | | 6.12 | |
| Peninsula Produce Exchang e, | | | |
| Note $39.00 interest $1.87 | 40.87 | | |
| Dividend of .326 | | 13.32 | |
| Lloyd & Blains | 1.85 | | |
| Dividend of .326 | | .60 | |
| | | $296.80 | $296.80 |

Somerset County, to wit:

January 17, 1930.

Then came William G. Lankford, one of the administrators of Levin H. Dykes, late of Somerset County, deceased, and in the presence of Almighty God, solemnly declared that the foregoing account, as it stands stated, is just and true, and that he hath bona fide paid or secured to be paid, the particular sums for which he hath claimed an allowance.

Before, Florence E. Dryden, Reg. W.S.Co.,

Somerset County Orphans' Court.

January 21st, 1930.

The foregoing account was duly examined, finally passed and ordered to be recorded.

Test: Florence E. Dryden, Reg.W.S.Co.

And thereafter to wit, on the 22nd day of March, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises to wit:

| | | |
|---|---|---|
| William J. Lankford | ) | |
| | ) | No.4157 Chancery |
| Vs. | ) | Circuit Court for |
| Jennie L. Dykes, et al., | ) | Somerset County, |
| | ) | Maryland. |

The above cause standing ready for hearing and having been submitted, the proceedings therein were by the Court, read and considered.

It is thereupon this 22nd day of March, nineteen hundred and thirty, by the Circuit Court for Somerset County, Maryland, adjudged, ordered and decreed, that the property mentioned in these proceedings be sold and that George H. Myers of said Somerset County, be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a corporate surety, to be approved by this Court, or by the Clerk thereof, in the penalty of Two Thousand ($2000.00) dollars, conditioned for the faithful

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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 said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers published in Somerset or Worcester Counties in the State of Maryland, as he shall think proper, of the time, place, manner and terms of sale, which shall be, for the property located in Somerset County and described in the mortgage filed as Exhibit C. with the supplemental bill of complaint, cash, as prescribed by the terms of said mortgage, and for the land located in Worcester County, one-third cash on day of sale, one-third in six months, from the date of said sale, 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 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 as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings, relative to such sale or sales, with an affidavit annexed of the truth thereof and of the fairness of said sale or sales, 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 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 it is hereby adjudged and decreed that the balance due the plaintiff, on the mortgage debt evidenced by the said mortgage executed by the said Levin H. Dykes and wife, on the sixth day of September, nineteen hundred and twenty-four filed as Exhibit C. with the supplemental bill of complaint, is five hundred dollars, with interest from January first, nineteen hundred and twenty-nine, and that the proceeds of the sale of the property pledged by said mortgage, after the payment of the costs of said sale and a proportionate share of the costs of this suit, including Trustee's Commissions, shall be applied first, to the payment of said mortgage debt and interest. And all the money arising from said sale or sales shall be brought into this Court, to be distributed under the direction of the Court, after deducting costs of 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.

And it is further ordered that at the time of the advertising said sale or sales, the said Trustee shall give notice to all creditors of the said Levin H. Dykes, to file their just claims with the Clerk of this Court, properly authenticated, on or before the expiration of sixty days from the day of said sale.

Robt. F. Duer, Judge.

and thereupon 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 & 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 ($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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this fifth day of April, nineteen hundred and thirty.

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 William G. Lankford Vs. Jennie L. Dykes, et al., now pending in said Court, the same being No.4157 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.

Marion R. Propst,
Witness.

Corporate
Seal.

Geo. H. Myers (SEAL)

Hartford Accident & Indemnity Company,
By Geo. H. Myers,
Attorney in Fact.

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on May 5th, nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| William G. Lankford | ) | |
| Vs. | ) | No.4157 Chancery |
| Jennie L. Dykes, et al., | ) | In the Circuit Court |
| | ) | 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 Worcester Democrat, a paper printed in Worcester County once a week for three successive weeks before the day of sale he did pursuant to said notice attend in front of the Parker House in Pocomoke, in said Worcester County on the third day of May, in the year nineteen hundred and thirty 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 aution the property mentioned in said decree and in said advertisement, and particularly described as follows:

All that farm, tract, or tracts of land situate in Atkinson Election District in Worcester County, Maryland, of which Levin H. Dykes, died seized, containing one hundred acres, more or less, lying and binding on the County Road leading from Whitesburg to Bounds Election grounds and adjoining the land of King Riggin and others and being the same and all of the land that was conveyed to Frank H. Dykes by deed from William F. Johnson, Trustee, dated October, sixth, nineteen hundred and sixteen and recorded among the land records of said Worcester County in Liber O.D.C.No.24, folio 70.

And sold the same to Priscilla A. Smullen of Worcester County she being then and there the highest bidder therefor, at the sum of one thousand dollars, and said purchaser has complied with the term of sale, by paying three hundred and thirty-four dollars of said purchase price and has agreed to pay the balance of six hundred and sixty-six dollars in cash upon the ratification of this sale by said Court.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this day of May, nineteen hundred and thirty 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 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.

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Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| William G. Lankford | ) | |
| | ) | No.4157 Chancery |
| Vs. | ) | In the Circuit Court |
| Jennie L. Dykes 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 fifth day of June, 1930, 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 fourth day of June, 1930.

The Report states the amount of Sales to be $1000.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 6th day of June, in the year nineteen hundred and thirty 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:

| | | |
|---|---|---|
| William G. Lankford | ) | |
| | ) | In the Circuit Court, |
| Vs. | ) | In Equity No.4157 |
| Jennie L. Dykes, et al., | ) | For Somerset County |
| | ) | |
| | ) | May Term, 1930. |

Ordered by the Court this 6th day of June, 1930, 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, Judge.

And thereafter to wit, on the 27th day of May, in the year nineteen hundred and thirty, the Second Report of Sales was filed as follows:

| | | |
|---|---|---|
| William G. Lankford | ) | |
| | ) | No.4157 Chancery, |
| Vs. | ) | In the Circuit Court |
| Jennie L. Dykes 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 printed 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 twenty-seventh day of May, in the year nineteen hundred and thirty at about the hour of 2 o'clock P.M. and then and there did proceed to sell said property.

That is to say, your trustee offered by public aution the property mentioned in said decree and in said advertisement, and particularly described as follows:

All that farm, tract or parcel of land whereon Levin H. Dykes resided in his lifetime,

and at the time of his death, containing twenty-eight acres, more or less, situate in Dublin Election District in said Somerset County, near the public road known as the Bowland Road, adjoining the land of Henry Griffin, William G. Lankford and land owned by the Pocomoke City National Bank, and being the same and all of the land described in a certain mortgage executed by the said Levin H. Dykes and wife to a certain Amanda Marshall, dated September sixth, nineteen hundred and twenty-four and recorded among the land records of said Somerset County in Liber No.89, folio 42 et seq., including the right of way mentioned in said mortgage and including all real estate of which Levin H. Dykes died seized, situate in said Somerset County.

And sold the same to L. Thomas Dykes he being then and there the highest bidder therefor at the sum of five hundred dollars and said purchaser has complied with the term of sale, by paying two hundred dollars thereof in cash and has agreed to pay the remaining three hundred dollars of said purchase price in cash upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this day of May, nineteen hundred and thirty 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 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.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| William G. Lankford | ) | No.4157 Chancery |
| Vs. | ) | In the Circuit Court |
| Jennie L. Dykes, 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 27th day of June, 1930, 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 26th day of June, 1930.

The Report states the amount of Sales to be $500.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 30th day of June, in the year nineteen hundred and thirty 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:

| | | |
|---|---|---|
| William G. Lankford | ) | In the Circuit Court |
| Vs. | ) | In Equity 4157 |
| Jennie L. Dykes | ) | For Somerset County, |
| | ) | May Term, 1930. |

Ordered by the Court, This 30th day of June, 1930, 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 expense as he shall produce vouchers for to the auditor.

Robt. F. Duer, Judge.

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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 same is accordingly done.

Per: Geo. H. Lawson ,Clerk.

In the matter of the tax sale of real estate in St. Peters Election District, in Somerset County, Maryland, assessed to William L. Muir, for the years 1921, 1922, 1923, 1924 and 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County.
Ex Parte.
Vera B. Phoebus and William W. Croswell,
Purchaser.

) Be it remembered that heretofore, to wit, on the 31st day of May, in the year nineteen hundred and twenty-nine, a certain Harry T. Phoebus, Collector of State and County Taxes for the St. Peters Collection District

of Somerset County for the years1921, 1922, 1923, 1924 and 1925,by H. Fillmore Lankford 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 following, to wit:

In the matter of the tax sale of real estate in St. Peters Election District, in Somerset County, Maryland, assessed to William L. Muir, for the years 1921, 1922, 1923, 1924 and 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County,
Ex Parte.

No.4150 Chancery,
In the Circuit Court
For Somerset County,
Maryland.

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

The report of Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County, respectfully represents: That on the 30th day of June, 1921, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, and that within sixty days after the said levy, R. Mark White then County Treasurer and Collector of State and County Taxes for said year, in the performance of his duties as Clerk of the County Commissioners of said Somerset County, made a true copy of the assessment list for said Somerset 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 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 every 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 aforesaid did levy upon the property assessed to William L. Muir, in St. Peters Election District, County and State aforesaid, the sum of eight dollars and sixty-two cents, state taxes, and thirty-five dollars and eighty-seven cents, county taxes, which were due and in arrears on the 1st day of January, 1922.

That in the month of August, 1921, the said R. Mark White, then County Treasurer and Collector of State and County Taxes for said Somerset County for said year, 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, County Treasurer and Collector as aforesaid, prepared the tax bills of each taxpayer and forwarded the same by mail to the person or persons or body corporate, institutions, or to the agent s of the person, persons, or corporate institutions, to whom the property included in such bills was assessed, as far as their residences or post office addresses were known to or ascertained by him, 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 and the interest to be charged on all tax bills.

That said taxes so assessed to the said William L. Muir, in said St. Peters Election District, in said County, not having been paid on or before the first day of January, 1922, the said R. Mark White, County Treasurer and Collector for said year as aforesaid, did within thirty days after said date mail to the said William L. Muir, at 2232 Boston Street, Baltimore, Maryland, the same being the last known post office address of the said delinquent taxpayer, an account of his assessment and the taxes and interest thereon, with a notice to the said delinquent thereto attached, that unless payment be made in full on or before the 15th day of November, 1922, that the same would be collected by process of law.

That on the 30th day of June, 1922, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, and that within sixty days after the said levy, R. Mark White, then County Treasurer and Collector of State and County taxes for said year, in pursuance of his duties as Clerk of the County Commissioners of Somerset County, made a true copy of the assessment lists 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 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 every 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 upon the property assessed to William L. Muir, in St. Peters Election District, County and State aforesaid, the sum of eight dollars and fifty-four cents, state taxes, and fifty two dollars and forty-six cents, county taxes, and that said taxes were due and in arrears on the 1st day of January, 1923.

That in the month of August, 1922, the said R. Mark White, then County Treasurer and Collector of State and County Taxes for said Somerset County for said year, did give notice of the 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 the said R. Mark White, County Treasurer and Collector aforesaid, prepared the tax bill of each tax payer and forwarded the same by mail to the person, persons or corporate institutions, or to the agents of the person, persons or corporate institutions, to whom the property included in said bills was assessed so far as their residences or post office addresses were known to or ascertained by him, 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 or the interest to be charged on all tax bills.

That said taxes so assessed to the said William L. Muir in said St. Peters Election District, in said County and State, not having been paid on or before the first day of January, 1923, the said R. Mark White, County Treasurer and Collector for said year as aforesaid, did within thirty days after said date, mail to the said William L. Muir, at No.2232 Boston Street, Baltimore, Maryland, the same being the last known post office 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 in full be made on or before the 15th day of November, next after the delivery of said notice, that the same would be collected by process of law.

That on the 29th day of June, 1923, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, and that within sixty days after the said levy, R. Mark White, then County Treasurer and Collector of State and County Taxes for said year, in performance of his duties as Clerk of the County Commissioners of

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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 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 every 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 William L. Muir, in St. Peters Election District, County and State aforesaid, the sum of three dollars and four cents, state taxes, and sixteen dollars and fifty-nine cents, county taxes and that said taxes were due and in arrears on the first day of January, 1924.

That in the month of August, 1923, the said R. Mark White, then County Treasurer and Collector of State and County Taxes for said Somerset County, for said year, 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 the said R.Mark White, County Treasurer and Collector aforesaid, prepared the tax bills of each taxpayer and forwarded the same by mail to the person, persons or corporate institutions, or to the agents of the person, persons or corporate institutions, to whom the property included in such bills was assessed, so far as their residences or post office addresses were known to or ascertained by him, 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 and the interest to be charged on all tax bills.

That the taxes so assessed to William L. Muir, in said St. Peters Election District, in said county and state, not having been paid on or before the first day of January, 1924, the said R. Mark White, then County Treasurer and Collector for said year as aforesaid, did within thirty days after the said date mail to the said William L. Muir, at No.2232 Boston Street, Baltimore, Maryland, the same being the last known post office address of said delinquent taxpayer, an account of his assessment, and the taxes and interest thereon, with a notice to the said delinquent thereto attached, that unless payment be made in full before the 15th day of November next after the delivery of said notice that the same would be collected by process of law.

That on the 30th day of June, 1924, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, and that within sixty days after the said levy, R. Mark White, then County Treasurer and Collector of State and County Taxes for said year, in performance of his duties as Clerk of 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 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 every 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 William L. Muir, in St. Peters Election District, in the County and State aforesaid, the sum of three dollars and five cents, state taxes, and seventeen dollars and fifteen cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1925.

That in the month of August, 1924, the said R. Mark White, then County Treasurer and Collector of State and County Taxes for said Somerset County for said year 1924, did give notice of the 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," pub-

in Princess Anne, and the "Crisfield Times," published in Crisfield, and the said R. Mark White, County Treasurer and Collector as aforesaid, prepared the tax bills of each taxpayer and forwarded the same by mail to the person, persons or corporate institutions or to the agents of the person, persons or corporate institutions, to whom the property included in such bills was assessed, so far as their residences or post office addresses were known to or ascertained by him 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 and the interest to be charged on all tax bills, the tax bill of said William L. Muir having been addressed to him at his last known address hereinbefore mentioned.

That said taxes so assessed to the said William L. Muir in said St. Peters Election District, in said county and state, not having been paid on or before the first day of January, 1925, the said R. Mark White, then County Treasurer and Collector for said year as aforesaid, did within thirty days after said date mail to the said William L. Muir, at No.2232 Boston Street, Baltimore, Maryland, the same being the last known post office address of said delinquent taxpayer, an account of his assessment, and the taxes and interest thereon, with a notice to said delinquent thereto attached, that unless payment be made in full on or before the 15th day of November next after delivery of said notice, that the same would be collected by prodess of law.

That on the 30th day of June, 1925, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county and that within sixty days after said levy, Harry E. Muir, then County Treasurer and Collector of State and County Taxes for said year in performance of his duties as Clerk of 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 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 every 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 aforesaid did levy upon the property assessed to William L. Muir in St. Peters Election District, in the County and State aforesaid, the sum of two dollars and seventy-six cents, state taxes, and eighteen dollars and thirty-five cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1926.

That in the month of August, 1925, the said Harry E. Muir, then County Treasurer and Collector of State and County Taxes for said Somerset County for said year 1925, did give notice of the 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 the said Harry E. Muir, County Treasurer and Collector as aforesaid, prepared the tax bills of each taxpayer and forwarded the same by mail to the person, persons or corporate institutions, or to the agents of the person, persons or corporate institutions, to whom the property included in such bills was assessed, so far as their residences or post office addresses were known to or ascertained by him, 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 and the interest to be charged on all tax bills, the tax bill of said William L. Muir having been addressed to him at his last known address hereinbefore mentioned.

That said taxes so assessed to the said William L. Muir, in said St. Peters Election District, in said County and State, not having been paid on or before the first day of January 1926, the said Harry E. Muir, then County Treasurer and Collector for said year as aforesaid, did within thirty days after said date mail to said William L. Muir, at No.2232 Boston Street, Baltimore, Maryland, the same being the last known post office address of the said delinquent

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taxpayer, an account of his assessment, and the taxes and interest due thereon, with a notice to said delinquent thereto a ttached, that unless payment be made in full on or before the 15th 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 for the years 1921, 1922, 1923, 1924 and 1925, being still due and owing and unpaid and in arrears, constituted a lien upon the real estate of the said William L. Muir, in said St. Peters Election District, in the County and State aforesaid, and I, Harry T. Phoebus, having qualified as County Treasurer and Collector of State and County Taxes for Somerset County on the 8th day of January, 1927, and having found it necessary to enforce the payment of said taxes for said years 1921, 1922, 1923,1924 and 1925, by a sale of said real estate, and the said real estate not being capable of division, did advertise the whole of said real estate in the "Eastern Shore Republican," a newspaper published in said County, once a week for four successive weeks, and by notice set up at the Court House door, in Princess Anne, Maryland, 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, and in pursuance of said advertisement and notice, I the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, did on Saturday, the 22nd day of December, 1928, 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 containing one acre, more or less, and the improvements thereon, in St. Peters Election District, Somerset County, Maryland adjoining the lands of Mrs. Eliza Walker's heirs, and assessed to William L. Muir for the years 1921, 1922, 1923, 1924 and 1925, and sold for taxes due for said years, which said property was conveyed to William L. Muir and Josiah P. Muir by John T. White and others by deed dated the 1st day of April, 1903, recorded among the land records of said county in Liber O.T.B.No.35, folio 188 etc, (the interest of the said Josiah P. Muir having been conveyed to the said William L. Muir by deed dated the 20th March, 1907, recorded among said records in Liber S.F.D.No.47, folio 278 etc,) and sold the same to Vera B. Phoebus and William W. Croswell, they being the highest bidders therefor, at and for the sum of two hundred and eleven dollars and sixty-seven cents, which they have fully paid, and a copy of said advertisement is herewith filed as a part of this report, and is marked "Exhibit A." and I the said Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, hereby report said sale and the proceedings aforesaid for ratification by this Court.

All of which is respectfully submitted.

Harry T. Phoebus,
County Treasurer and Collector of State and County
Taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of May, nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein set forth and stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof I hereto subscribe mu name and affix my Notarial Seal the day and year aforesaid.

Seal
of
Notary.

Gertrude Holland,
Notary Public.

Exhibit "A" referred to in the foregoing Report and Affidavit was in the words following to wit:

Treasurer's Sale for 1925 Taxes.

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 Saturday Dec.22, 1928, 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 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 for the year 1925, 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 interests and costs thereon and costs of sale.

No.54. All that lot containing 1 acre, more or less, and improvements, in St. Peters District, said County and State, on St. Peters Creek, adjoining the lands of Mrs, Eliza Walker's heirs, and assessed to William L. Muir, for the years 1921, 1922, 1923, 1924 and 1925 and sold for taxes due for said years.

Harry T. Phoebus,
Treasurer, Somerset County, Maryland.

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

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| In the matter of the tax sale of real estate in St. Peters Election District, in Somerset County Maryland, assessed to William L. Muir, for the years 1921, 1922, 1923, 1924 and 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. Ex parte. | ) | No.4150 Chancery, In the Circuit Court For Somerset County, Maryland. |
| Vera B. Phoebus and William W. Croswell, Purchasers. | ) | |

Whereas a certain Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as County Treasurer and Collector as aforesaid, to Vera B. Phoebus and William W. Croswell of all that lot of land with the improvements thereon, in St. Peters Election District, Somerset County, Maryland, on St. Peters Creek, adjoining the lands of Mrs. Eliza Walker's heirs, assessed to William L. Muir for the years 1921, 1922, 1923, 1924 and 1925 and sold for the payment of the state and county taxes due and in arrears for said years, which said property was conveyed to William L. Muir and Josiah P. Muir by John T. White and others by deed dated the 1st day of April, 1903 recorded among the land records of said county in Liber O.T.B. No.35, folio 188 etc, (the interest of the said Josiah P. Muir having been conveyed to the said William L. Muir by deed dated the 20th day of March, 1907, recorded among said records in Liber S.F.D.No.47, folio 278 etc), together with all the proceedings in relation to said sale, and whereas upon careful examination it appears to the Court that the proceedings are regular and that the provisions of law in relation thereto have been complied with.

It is therefore ordered by the Circuit Court for Somerset County, in Equity, this 31st day of May, nineteen hundred and twenty-nine, that notice be given by publication of a copy of this order in some newspaper published in Somerset County, once a week for three successive weeks before the 5th day of July, 1929, requiring all persons interested in said property so sold to be and appear in this Court by the 9th day of August, 1929, to show cause, if any they have, why said sale should not be ratified and confirmed.

The report states the amount of sale to be two hundred and eleven dollars and sixty-seven cents.

Robt. F. Duer,
Judge of said Court.

And thereafter to wit, on the 24th day of April, in the year nineteen hundred and thirty, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

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| In the matter of the Tax Sale of Real Estate in St. Peter's Election District, in Somerset County, Maryland, assessed to William L. Muir, for the years 1921, 1922, 1923, 1924, and 1925, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. Ex Parte. | ) ) ) ) ) | No.4150 Chancery, In the Circuit Court For Somerset County, In Equity. |

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

The petition of Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County, respectfully represents:

That on or about the 31st day of May, 1929, the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, made to this Honorable Court a report of sale of certain real estate, situated in St. Peter's Election District, Somerset County, Maryland, owned by William L. Muir, for the State and County taxes due and owing on said real estate, for the years 1921,1922, 1923, 1924 and 1925, that upon said report of sales an order nisi was duly passed by this Court, and published as required by law, as will fully appear by reference to the printer's certificate herewith filed, that no objections have been filed to the final ratification of said sale, although as will appear by reference to said order nisi the time for filing objections has long since passed, that said report of sales and the proceedings thereon can now be finally ratified by this Honorable Court, all of which will fully appear by reference to the proceedings in Chancery Cause No.4150, now pending in the Circuit Court for Somerset County, in Equity.

That in said report of sales it is stated that the said real estate therein referred to was sold for the taxes due and owing for the years aforesaid to Vera B. Phoebus and William W. Croswell at and for the sum of two hundred and eleven dollars and sixty seven cents ($211.67); that the said statement of the purchase price paid at said tax sale for said real estate is erroneous and that said erroneous statement was made in said report entirely by inadvertence; and that the true and correct purchase price paid for said real estate at said tax sale was Twenty-eight dollars and twenty-six, cents ($28.26), as will appear by reference to the records thereon in the office of the County Treasurer aforesaid.

That the purchasers of said real estate as aforesaid desire a final ratification of said report of sales, which the said county treasurer, also desires but your petitioner, the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, prays this Honorable Court for leave to file this petition as an amended report of sales in said Chancery cause setting forth the true and correct price paid for said real estate by the purchasers at said tax sale and that the said petition when filed shall be taken to be and become a part of the original report of sales filed in said cause.

Respectfully submitted,

Harry T. Phoebus,
County Treasurer and Collector of State and County
Taxes for said Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of January, nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County, and made oath in due form of law that the matters and facts contained and stated in the aforegoing petition are true as therein stated and that the records of the County Treasurer's office show that the true and correct purchase price paid for the real estate aforesaid was $28.26.

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

Seal of Notary

Gertrude Holland,
Notary Public.

Upon the aforegoing petition and affidavit, it is hereby ordered, by the Circuit Court for Somerset County, in Equity, this 24th day of April, 1930, that leave be and it is hereby granted to the said Harry T. Phoebus, County Treasurer and Collector of State and County Taxes, to file the above petition in Chancery cause No.4150 Chancery, as an amendment to the report of sales therein filed and as a part of the proceedings in said cause, showing that the true and correct purchase price for said real estate made at said tax sale and reported in said Chancery cause was Twenty-eight dollars and Twenty-six cents.

Robt. F. Duer,
Judge.

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

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| In the matter of the tax sale of real estate in St. Peters Election District, in Somerset County, Maryland, assessed to William L. Muir, for the years 1921, 1922, 1923, 1924 and 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. Ex Parte. | ) | No.4150 Chancery, In the Circuit Court For Somerset County. |
| Vera B. Phoebus and William W. Croswell, Purchasers. | ) | |

Whereas a certain Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as County Treasurer and Collector as aforesaid, to Vera B. Phoebus and William W. Croswell, of all that lot of land with the improvements thereon, in St. Peters Election District, Somerset County, Maryland, on St. Peters Creek, adjoining the lands of Mrs, Eliza Walker's heirs, assessed to William L. Muir for the years 1921, 1922, 1924 and 1925, and sold for the payment of the state and county taxes due and in arrears for said years, which said property was conveyed to William L. Muir and Josiah P. Muir by John T. White and others by deed dated the 1st day of April, 1903, recorded among the land records of said county in Liber O.T.B. No.35, folio 188 etc, (the interest of the said Josiah P. Muir having been conveyed to the said William L. Muir by deed dated the 20th day of March, 1907, recorded among said records in Liber S.F.D.No.47, folio 278 etc,) together with all the proceedings in relation to said sale, and whereas upon careful examination it appears to the Court that the proceedings are regular and that the provisions of law in relation thereto have been complied with, and whereas in said report it is stated that the purchase price for said property was two hundred and eleven dollars and sixty-seven cents, and whereas the said Harry T. Phoebus, County Treasurer and Collector as aforesaid by his petition under oath has alleged that the true and correct purchase price for said property was twenty-eight dollars and twenty-six cents, and whereas by an order of this Court dated the 24th day of April, 1930, it was ordered that the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, have leave to file said petition as an amendment of said report.

It is therefore ordered by the Circuit Court for Somerset County, in Equity, this 26th day of April, nineteen hundred and thirty, that notice be given by publication of a copy of this order in some newspaper published in Somerset County, once a week for three successive weeks before the 24th day of May, 1930, requiring all persons interested in said property so sold to be and appear in this Court by the 3rd day of July, 1930, to show cause, if any they have, why said sale for the sum of twenty-eight dollars and twenty-six cents should not be ratified and confirmed.

The report as amended by said petition states the amount of sale to be twenty-eight dollars and twenty-six cents.

Robt. F. Duer,
Judge of said Court.

And thereafter to wit, on the 5th day of July, in the year nineteen hundred and thirty, the following Order of Final Ratification was filed:

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| In the matter of the tax sale of the real estate in St. Peters Election District, in Somerset County, Maryland, assessed to William L. Muir for the years 1921, 1922, 1923, 1924 and 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. | ) | No.4150 Chancery, |
| | ) | In the Circuit Court |
| Ex Parte | ) | For Somerset County, |
| | ) | In Equity. |
| Vera B. Phoebus and William W. Croswell, Purchasers. | ) | |

It having been proved to the Court, that a copy of the Order Nisi heretofore passed in this cause, on the 26th day of April, 1930, has been published according to its provisions in the "Eastern Shore Republican," a newspaper published in Somerset County, and no exceptions having been filed and no cause to the contrary having been shown, it is this 5th day of July, in the year nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that the report of Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, in this cause, as amended by petition and order of Court filed in this cause on the 26th day of April, nineteen hundred and thirty, and the sale of real estate 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: Geo. H. Lawson, Clerk.

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| George C. Coulbourne | ) | Be it remembered that heretofore, to |
| Vs. | ) | wit, on the 17th day of August, in the |
| Emma Whittington and others. | ) | year nineteen hundred and twenty-nine, |
| | ) | a certain Geprge C. Coulbourne by L. |
| | ) | Creston Beauchamp, his solicitor exhibit- |

ed and filed in the Circuit Court here a bill in Chancery, against Emma Whittington, Edward Whittington and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband, and Raymond Whittington, Violet Griffin and John Griffin, her husband, which said bill in Chancery is in the words following, to wit:

| | | |
|---|---|---|
| George C. Coulbourne | ) | |
| | ) | No.4171 Chancery |
| Vs. | ) | |
| | ) | In the Circuit Court |
| Emma Whittington, Edward Whittington and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband and Raymond Whittington, Violet Griffin and John Griffin her husband. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

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

Your orator, who sues as well for himself as for other creditors of David Whittington, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

1. That the said David Whittington died during the year 1927, and that the plaintiff is now and was then a regular practicing physician and as such furnished medical attention and supplies to the deceased during his life time, and for such attention and aid and supplies was indebted to the plaintiff in the sum of one hundred and ten dollars, and the complainant is advised that under the laws of Maryland his claim is to be considered as a debt of the deceased, and a sworn statement of account is hereto filed, marked Exhibit "A".

2. That the said David Whittington left no personal estate of any value and no administration has been granted upon his personal estate, and that said personal estate is not suffici-

ent to pay even his funeral expenses.

3. That the said David Whittington left real estate of large value in Somerset County, Maryland, consisting of two parcels of land situate in Brinkley's Election District, one of which containing 2½ acres, more or less, was conveyed to him by I. H. Coulbourn and wife by deed duly recorded among the land records of said Somerset County, and the other parcel, containing 1 3/4 acres, more or less, was conveyed to him by Thomas S. Hodson and wife by deed duly recorded among said land records.

4. That the said David Whittington left surviving him as his heirs at law his widow, Emma Whittington, a son Edward Whittington, who who married Irene Whittington, a daughter, Julia, who married Willie Dixon, and a son Raymond Whittington, unmarried, all of whom are above the age of twenty-one years an reside in said Somerset County, and a daughter, Violet, who married John Griffin, who are both above the age of twenty-one years, and reside in Philadelphia, Penna.

5. That the said David Whittington departed this life some time during the first eight months of the year 1929 intestate.

To the end therefore.

First: That the said real estate or so much thereof as may be necessary, may be sold for the payment of the claims of the complainant and of the other creditors of the said David Whittington.

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

May it please your Honors to grant unto the plaintiff the writ of the state of Maryland of sub-poena, directed to the said Emma Whittington, Edward Whittington and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband, and Raymond Whittington, all adults, residing in Somerset County, Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor 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 also, the order of publication giving notice to the said Violet Griffin and John Griffin, her husband, adults and residents of Pennsylvania, of the object and substance 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.,

L. Creston Beauchamp,
Solicitor for complainant.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

Marion Sta. Md., August 15th, 1929.

Mr. Dave & Emma Whittington.

To George C. Coulbourne, M.D.Dr.,

To Professional Services, Dave Whittington, deceased, of Marion, .....$110.50

State Of Md., County of Somerset.

Subscribed and sworn to before me this 16th day of August, 1929.

Seal of Notary. Aurelia B. Lawson, N.P.

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 Emma Whittington, Irene Whittington, Edward Whittington, Julia Dixon, Willie Dixon, Raymond Whittington, of Somerset County, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court

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for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in September next to answer the complaint of George C. Coulbourn 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 1st day of July, Anno Domini 1929.

Issued the 17th day of August, Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

The return of said writ as follows:

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on the 11th day of September, in the year nineteen hundred and twenty-nine, the following Creditor's Bill was filed.

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| George C. Coulbourne | ) | |
| Vs. | ) | No.4171 Chancery |
| Emma Whittington, Edward Whittington, and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband, Raymond Whittington, Violet Griffin and John Griffin her husband, E. T. Landon, S. James Adams, Thomas P. Coulbourne and Harry T. Phoebus. | ) | In the Circuit Court For Somerset County, Maryland. |

To the Honorable, the Circuit Court for Somerset County, Maryland, in Equity.

Your orator, who sues as well for himself as for all other creditors of David Whittington, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That the said David Whittington died during the year 1927, and that the plaintiff is now and was then a regular practicing physician and as such furnished medical attention and supplied to the deceased during his lifetime, and for such attention, aid and supplied the said deceased was indebted to the plaintiff in the sum of one hundred and ten dollars, and the complainant is advised that under the laws of Maryland his claim is to be considered as a debt of the deceased, and a sworn statement of account is hereto filed, marked Exhibit "A".

2. That the said David Whittington died intestate during the first eight months of the year 1927, leaving no personal estate of any value, and no administration has been granted upon said personal estate which is not sufficient to pay even his funeral expenses.

3. That the said David Whittington left real estate of large value in Brinkley's Election District, Somerset County, Maryland, consisting of one parcel of land, containing 2½ acres, more or less, conveyed to him by I.H. Coulbourn and wife by deed duly recorded among the land records of said Somerset County, and another lot, containing 1 3/4 acres, more or less, which was conveyed to him by Thomas S. Hodson and wife by deed duly recorded among said land records.

4. That the said David Whittington left surviving him as his heirs at law his widow, Emma Whittington, a son Edward Whittington who married Irene Whittington, a daughter Julia, who married Willie Dixon, and a son, Raymond Whittington, unmarried, all of whom are above the age of twenty-one years and reside in Somerset County, Maryland, and a daughter, Violet who married John Griffin who are both above the age of twenty-one years and reside in Philadelphia, Pennsylvania.

5. That E. T. Landon, S. James Adams, Thomas P. Coulbourn and Harry T. Phoebus are all judgment creditors of the said deceased David Whittington and are entitled to be made parties to this suit.

To the end, therefore.

First: That the said real estate or so much thereof as may be necessary may be sold for the payment of the claims of the complainant and other creditors of the said David Whittington.

Second: That your orator may have such other and further relief as his 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 Emma Whittington, Edward Whittington and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband, Raymond Whittington, E. T. Landon, S.James Adams, Thomas P. Coulbourn and Harry T. Phoebus, all adults residing in Somerset County, Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor 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, also, the order of publication giving notice to the said Violet Griffin and John Griffin, her husband, adults residing in Pennsylvania, of the object and substance 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.,

L. Creston Beauchamp,
Solicitor for complainant.

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:

Seal of Court.

The State of Maryland, To Emma Whittington, Edward Whittington, Irene Whittington, Julia Dixon, Willie Dixon 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 George C.Coulbourn against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable, John R. Partison, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of September, Anno Domini 1929.

Issued the 11th day of September Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

The return of said writ as follows:

Summoned severally and copy of subpoena left with each defendant,

A. L. Murrell, Sheriff.

Maryland, Somerset County, to wit:

Seal of Court

The State of Maryland, To Raymond Whittington, E. T. Landon, S. James Adams, Thomas P. Coulbourn, Harry T. Phoebus 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 George C. Coulbourn 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 September, Anno Domini 1929.

Issued the 11th day of September, Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

The return of said writ as follows:

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on the 11th day of September, in the year nineteen hundred and twenty-nine, the following Order of Publication was filed.

H36078

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| George C. Coulbourne | ) | |
| Vs. | ) | |
| Emma Whittington, Edward Whittington and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband, Raymond Whittington, Violet Griffin and John Griffin, her husband, E. T. Landon, S. James Adams, Thomas P. Coulbourn and Harry T. Phoebus. | ) | No.4171 Chancery<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

The object of this suit is to procure a decree for the sale of certain real estate in Brinkley's Election District, Somerset County, Maryland, of which the late David Whittington died seized, for the purpose of paying debts due by the deceased at the time of his death.

The bill states in substance that David Whittington died intestate during the year 1929 leaving no personal estate of any value and that no administration had been granted on the personal estate, but the deceased left real estate of large value in Brinkley's District, Somerset County, Maryland, containing 4¼ acres, more or less.

That at the time of his death the deceased was indebted unto George C. Coulbourn in the sum of one hundred and ten dollars for medical attention and supplies furnished the deceased, and that E. T. Landon, S. James Adams, Thomas P. Coulbourn and Harry T. Phoebus are judgment creditors of said deceased;

That the deceased left surviving him a widow, Emma Whittington, a son, Edward Whittington who married Irene Whittington, a daughter, Julia who married Willie Dixon, and Raymond Whittington, all adults and residents of Somerset County, Maryland, and a daughter Violet, who married John Griffin, both of whom are adults and reside in the State of Pennsylvania.

It is thereupon ordered this 11th day of September, 1929, by 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 said Somerset County once in each of four successive weeks before the 19th day of October, 1929, 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 8th day of November, 1929, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

And thereafter to wit, on the 27th day of November, in the year nineteen hundred and twenty-nine, a Decree Proconfesso and Order to take testimony was filed.

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| George C. Coulbourne | ) | |
| Vs. | ) | No.4171 Chancery |
| Emma Whittington and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that the order of publication, issued therein, has been duly published in the Eastern Shore Republican, a newspaper printed and published in said Somerset County, as prescribed by said order, and that the defendants, Emma Whittington, Edward Whittington, and Irene Whittington, his wife, Julia Dixon and Willie Dixon, her husband, Raymond Whittington, Violet Griffin and John Griffin, her husband, E. T. Landon, S. James Adams, Thomas P. Coulbourn and Harry T. Phoebus have been duly summoned in the case but have failed to appear in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon, this 26th day of November, 1929, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said bill of complaint be and the same is hereby taken pro confesso against the said defendants:

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 afterwards, to wit, on the 18th day of January, in the year nineteen hundred and thirty, 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 by him taken in the words following, to wit:

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| George C. Coulbourne | ) | |
| Vs. | ) | No.4171 Chancery, |
| Emma Whittington and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

In this cause, an order having been passed for testimony to be taken to support the allegations of the bill, I, Harry C. Dashiell, of Princess Anne, Maryland, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, do hereby certify that on this 20th day of December, 1929, in said Somerset County I did take the following testimony, to wit:

Emma Whittington, 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 Emma Whittington, my age is sixty-two years, I live in Crisfield, Maryland, and I am now working for Booth & Co., Sea Food Dealers of Crisfield.

Int.2. Are you acquainted with the parties to this suit, and if so where do they reside?

Ans. I know all the parties to this suit and they all reside in Somerset County, Maryland.

Int.3. Did you know David S. Whittington during his life time? If so, is he living or dead? If dead, did he or not leave any will? If not. who are his heirs at law, and their ages and addresses?

Ans. Yes, he was my husband and we were living together at the time of his death, which occurred on October 14th, 1927, in the hospital at Philadelphia, Pa., He did not leave any will. His heirs at law are, myself, his widow, living in Crisfield, Maryland, a son, Edward Whittington, an adult, living in said Somerset County, a daughter, Julia Dixon, adult, living in said Somerset County, Raymond Whittington, an adult son, living in said Somerset County, and a daughter, Violet Griffin, an adult residing in the State of Pennsylvania.

Int.4. Did the said David S. Whittington leave any real estate in said Somerset County? If so, describe it and give your opinion of its value.

Ans. Yes, He owned two parcels, one containing 1 3/4 acres, which he purchased from Thomas S. Hodson. It is located in Brinkley's district, and the other he bought from I. H. Coulbourne containing 2 3/4 acres. Also in Brinkley's District, This property is worth about $800.00.

Int.5. Did or not the said David S. Whittington leave any personal estate at the time of his death and was there or not any administration granted therein?

Ans. He had no personal property and no administration was ever granted thereon.

Court question and answer.

"No, Sir." Emma Whittington

Test:

Harry C. Dashiell,
Examiner.

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Raymond Whittington, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Raymond Whittington, age 36 years, residence Marion Station, Maryland, occupation farming.

Int.3. Do you know the parties to this suit and, if so, how long have you known them and where do they live?

Ans. Yes, I know Dr. Coulbourne and I am a son of David Whittington. Emma Whittington is my mother, Edward Whittington is my brother and Julia Dixon and Violet Griffin are my sisters, and I know Mr. E.G. Landon, Mr. S. James Adams, Mr. Thomas B.Coulbourn and Mr. Harry T. Phoebus, They all live in Somerset County, except my sister Violet Griffin.

Int.3. Did you know David Whittington during his life time If so. Is he living or dead, and when did he die and did he leave a will If not, who are his heirs at law?

Ans. David Whittington was my father and he lived at Marion up until he became very sick and he was taken to a hospital in Philadelphia in the Fall of 1927, He left no will and his heirs at law are my mother, Emma Whittington, my brother, Edward Whittington my sisters, Julia Dixon and Violet Griffin and myself, all of whom are above the age of twenty-one years and live in Somerset County, except Violet Griffin who lives in Pennsylvania.

Int.4. What, if any, real estate did he leave at the time of his death and what is the value of it?

Ans. He left two pieces of property, both in Brinkley's District, one piece that he bought from I. H. Coulbourne and wife contains 2½ acres of land, and another piece containing 1 3/4 acres that he bought from Mr. Thomas Hodson. This is all the property he had at the time of his death and I should say would be worth about $800.00.

Int.5. Did he or not leave any personal property at the time of his death and was there any administration thereon?

Ans. He left no property of any kind except this land and there has been no administration thereon.

Court question and answer.

"That is all."

Test: Raymond Whittington

Harry C. Dashiell,
Examiner.

The taking of testimony continued on Tuesday, January 14,1930.

George C. Coulbourne, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George C. Coulbourne, age 44 years, residence Marion Station, Maryland, occupation Physician.

Int.2. Did you or not know the said David Whittington and if so, Is he living or dead and if dead when did he die?

Ans. I did know David Whittington, He died during the year 1927 and and I was his attending physician during his last illness and at the time of his death.

Int.3. Please state whether or not the said David Whittington was indebted to you at the time of his death and if so has such indebtedness been paid?

Ans. At the time of his death, David Whittington was indebted to me for medical attention in his last illness to the amount of $110.50 for which I have filed in this cause a duly probated account, No part of this account has ever been paid me and it is all now due and owing.

Plaintiff's solicitor herewith filed to be used as evidenced, Coulbourn's Medical account, marked "Exhibit "A".

Court question and answer.

"Nothing further."

Test:

Harry C. Dashiell, Examiner. George C. Coublourn, M.D.

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 14th day of January, nineteen hundred and thirty.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00.

And thereafter, to wit, on the 8th day of February, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises to wit:

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| George C. Coulbourn | ) | |
| Vs. | ) | No.4171 Chancery |
| Emma Whittington and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

The above cause standing ready for hearing and being submited without argument, the proceedings were read and considered.

It is thereupon, this 6th day of February, nineteen hundred and thirty by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that L. Creston Beauchamp, be and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the Clerk of the Circuit Court of said Somerset County a bond to the State of Maryland, executed by himself and sureties to be approved by the Court or the Clerk thereof in the penalty of fifteen hundred dollars, conditioned for the faithful performance of the trust reposted in him by said deeree or that may be reposed in him by any future decree or order in the premises, he shall then proceed to make sale of said real estate having given at least twenty days notice of the time place, manner of terms of sale by advertisement in some newspaper printed in said Somerset County and by such other notice as he may think proper, and the terms of sale shall be cash on the day of sale.

As soon as may be convenient after such sale, 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 fairness of such sale annexed. And on the ratification of the sale by the Court and on the payment of the entire purchase money, the said trustee by good and sufficient deed to be executed and acknowledged according to law shall convey to the purchaser or purchasers of said property, to his, her or their heirs and assigns, all 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 to, from or under them.

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

Robt. F. Duer, Judge.

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, principal, and Morris H. Adams and King B. Miller sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the sum of fifteen hundred 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of February, 1930.

Whereas, the above bound L. Creston Beauchamp, 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 George C. Coulbourn against Emma Whittington et al., the same being No.4171 on the Chancery Docket of said Court, now pending,

Now, the condition of the above obligation is such that if the above bound L. Creston Beauchamp 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.

Test: L. Creston Beauchamp (SEAL)

J. R. Stewart Morris H. Adams (SEAL)

K. B. Miller (SEAL)

Which said Bond was thus thereon endorsed, to wit:

Trustee's Bond Approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on the 19th day of March, in the year nineteen hundred and thirty, 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:

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| George C. Coulbourn | ) | No.4171 Chancery |
| Vs. | ) | In the Circuit Court |
| Emma Whittington, Edward Whittington and others. | ) | For Somerset County, |
| | ) | Maryland. |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, In Equity.

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court passed in the above entitled cause, dated the 6th day of February, nineteen hundred and thirty, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites, as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Eastern Shore Republican, a newspaper published in said Somerset County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House in Princess Anne, Maryland, on Tuesday, the 18th of March, 1930, at or about the hour of 2 o'clock P.M., and then and there proceed to sell said real estate in manner following He first offered at public sale to the highest bidder the first parcel of land mentioned in the advertisement, and described as all that lot of land in Brinkley's District, Somerset County Maryland, on the south side of the county road leading from Marion to Tull's Corner in the section known as the Branch, containing 1 acre, more or less, which was conveyed to David Whittington by I. H. Coulbourn and wife by deed dated the 2d of October, 1886, recorded among the land records of said Somerset County in Liber H.F.L.No.4, folio 581 and received therefor from Emma Whittington as the highest bid, the sum of four hundred dollars, which bid was reserved by the auctioneer.

He then offered in the same manner all that lot of land in said Brinkley's District, being the second parcel of land mentioned in the advertisement and described as all that lot adjoining the lands of Oscar Purnell, Raymond Whittington et al., containing 2½ acres, more or less, which was conveyed to David Whittington by T. S. Hodson and wife by deed dated the 14th of June, 1906, recorded among said land records in Liber O.T.B.No.44, folio 165 and received as the highest bid therefor from Emma Whittington the sum of one hundred and five dollars, which bid was reserved by the auctioneer.

Your trustee then offered the two above described lots of land as a whole, whereupon Emma Whittington 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 five dollars, which the said Emma Whittington paid in cash to your trustee.

And your trustee prays a ratification of his proceedings and of the sale of said land.

Respectfully submitted.

L. Creston Beauchamp,
Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of March, 1930, before me, the subscriber, a Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the 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 and belief, and that the sale therein reported was fairly made.

Geo. W. Lawson, Clerk.

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

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| George C. Coulbourn | ) | No.4171 Chancery |
| Vs. | ) | In the Circuit Court |
| Emma Whittington and others. | ) | For Somerset County, |
| | ) | Maryland. |

In the above entitled cause, it is ordered this 19th day of March, 1930, by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of property made and reported by L. Creston Bdauchamp, trustee appointed by a decree of this Court to make said sale be ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 25th of April, 1930, provided a copy of this order be inserted in some newspaper published in said Somerset County once a week for three successive weeks before the 21st of April, 1930.

The report states the amount of sales to be $505.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 23rd day of June, in the year nineteen hundred and thirty 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:

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| George C. Coulbourn | ) | No.4171 Chancery |
| Vs. | ) | In the Circuit Court |
| Emma Whittington and others. | ) | For Somerset County, |
| | ) | Maryland. |

It appearing to the Court that notice has been given in the above case as required by the term of the order nisi therein and no exceptions having been filed and no cause to the contrary having been shown, it is, this 23rd day of June, 1930, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of the property made and

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reported by L. Creston Beauchamp, trustee as aforesaid, and the proceedings therein 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: Geo. W. Lawson ,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, being the 7th day of the same month, in the year of our Lord one thousand nine hundred and thirty.

Were present:

Hon.John R. Pattison, Chief Judge.
Hon.Joseph L.Bailey, Asso.Judge.
Hon.Robert F. Duer, Asso. Judge.
Alonzo L. Murrell, Esq., Sheriff.
Geo. W. Lawson, Clerk.

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| John B. Robins, Ex Parte. | ) Be it remembered that heretofore to |
| Under trusts created by assignment of Mortgage from The Del-Mar-Va Mortgage Co., a Delaware corporation from George L. Hochmuth to Charles P. Harbaugh and George F. Harbaugh and various assignments by John B. Robins, Attorney, assignee for the purpose of foreclosure. | ) wit, on the 13th day of May, in the ) year 1930, a certain Charles P. ) Harbaugh and George F. Harbaugh of ) Somerset County and State of Maryland |
| No.4247 Chancery. | ) by John B. Robins, his solicitor ex- ) hibited and filed in the Circuit Court |

here a certain mortgage executed and delivered to Charles P. Harbaugh and George F. Harbaugh, by a certain George J. Hochmuth, of the City of Youngstown, in the State of Ohio, which said mortgage is in the words following, to wit:

This Mortgage, Made this 30th day of November, in the year nineteen hundred and twenty, by George J. Hochmuth of the City of Youngstown, in the State of Ohio, Whereas the said George J. Hochmuth is justly and bona fide indebted unto Charles P. Harbaugh and George F. Harbaugh, of Somerset County, in the State of Maryland, in the sum of Four Thousand Dollars ($4,000.00), the same being the balance of the purchase money for the real estate hereinafter described conveyed unto the said George J. Hochmuth by the said Charles P. Harbaugh and wife and George F. Harbaugh by deed bearing date the 27th day of November, in the year nineteen hundred and twenty which said indebtedness is evidenced by the bill obligatory of the said George J. Hochmuth for said sum of Four Thousand Dollars ($4,000.00) bearing even date herewith, and payable to the said Charles P. Harbaugh and George F. Harbaugh five years after date, with interest from date at the rate of four per centum per annum, which said interest is to be paid annually, and in which said bill obligatory the said George J. Hochmuth has reserbed the right to pay the whole, or any part of said sum, at any time before maturity, and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said George J. Hochmuth 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 George J. Hochmuth has granted and by these presents does grant and convey unto the said Charles P. Harbaugh and George F. Harbaugh, their heirs and assigns, all those lots, tracts or parcels of land situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, being the same and all the real estate and premises conveyed unto the said George J. Hochmuth by the said Charles P. Harbaugh and wife and

George F. Harbaugh by deed bearing date the 27th day of November, in the year nineteen hundred and twenty, 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 Charles P. Harbaugh and George F. Harbaugh by Edward L. Seltzer and Anna L. Seltzer, his wife, by two deeds, one bearing date the twenty-third day of October, in the year nineteen hundred and nineteen, and recorded among said Land Records in Liber W.J.S.No.79, folio 313 etc, and the other bearing date the twenty-sixth day of March, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S. No.80, folio 568 etc, and is also all the real estate and premises conveyed unto the said Edward L. Seltzer and Anna L. Seltzer, his wife by Francis H. Tull and wife by deed bearing date the thirteenth day of May, in the year nineteen hundred and nineteen, and recorded among said Land Records in Liber W.J.S.No.78, folio 227 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 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 Mortgagor 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 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 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 George J. Hochmuth 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 Mortgagees, their 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 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 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,

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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 does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least one 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 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 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 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 first mentioned.

Witness the hands and seals of said mortgagors.

Test: George J. Hochmuth (SEAL)

Geo. Mansell Alice E. Hochmuth (SEAL)

State of Ohio, Mahoning, County, to wit:

I hereby certify, that on this 30th day of December, in the year nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Ohio, in and for Mahoning County, aforesaid, personally appeared George J. Hochmuth the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed, and I further certify that the said George J. Hochmuth signed said mortgage in my presence and that I witnessed his signature to the same, and at the same time and place before me also personally appeared Charles P. Harbaugh, one of the within 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.

In testimony whereof I have hereunto subscribe my name and affixed my Notarial seal the day and year aforesaid.

80¢Revenue Stamp. Seal of Notary. Geo. Mansell, Notary Public.

Received for record January 25th, 1921, and recorded in Liber W.J.S.No.82, folio 372 &c, one of the Land Records of Somerset County.

Per: W.Jerome Sterling, Clerk.

For value consideration, we hereby assign the within mortgage to The Marine Bank of Crisfield, a body corporate, existing under the laws of the State of Maryland.

As witness our hands and seals this 18th day of February, in the year nineteen hundred and twenty-two.

Witness: C.P. Harbaugh (SEAL)

Herman F. Nelson G. F. Harbaugh (SEAL)

Filed for record October 20th, 1922, and recorded in Liber W.J.S.No.82, folio 372,

Test: W. Jerome Sterling, Clerk.

For valuable consideration The Marine Bank of Crisfield assigns the within mortgage to Charles P. Harbaugh.

As witness the hand of Gordon T. Atkinson, the President thereof, and the seal of the corporation, attested by its Secretary, this fifth day of July, in the year nineteen hundred and twenty-seven.

Egbert L. Quinn,
Secretary, Cashier.

Seal of Bank.

Gordon T. Atkinson,
President, The Marine Bank of Crisfield.

Filed for record July 23rd, 1927. Test: Geo.W.Lawson, Clerk.

For valuable consideration, I hereby assign the within mortgage to The Del-Mar-Va Mortgage Company, as additional security for the payment of Mortgage dated July 6th, 1927, on certain real estate in Lawson's District, Somerset County, Maryland.

As witness my hand and seal this 6th day of July, in the year nineteen hundred and twenty-seven.

Witness:

Herman F. Nelson

Charles P.Harbaugh (SEAL)

Filed for record July 23rd, 1927, and recorded in Liber W.J.S.No.82, folio 373,

Test:/ Geo. W. Lawson, Clerk.

For value received, The Del-Mar-Va Mortgage Company hereby assigns the within mortgage and mortgage indebtedness unto John B. Robins, Attorney, of Crisfield, Md., for purposes of foreclosure only.

In Witness whereof, The Del-Mar-Va Mortgage Company has caused this assignment to be executed by its Vice-President and its corporate seal to be hereunto affixed, attested by its Secretary this 6th day of May, A.D.,1930.

Attest:

C. M. Freeman,
Secretary.

Corporate Seal.

The Del Mar Va Mortgage Company.

By W. Edgar Porter,
Vice-President.

And thereupon the said John B. Robins, Assignee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, John B. Robins of Somerset County and State of Maryland, as principal, and United States Fidelity and Guaranty Company, a corporation under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand 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 thirteenth day of May, nineteen hundred and thirty.

Whereas, under and by virtue of a power of sale contained in a mortgage from George J. Hochmuth to the Del-Mar-Va Mortgage Company, and recorded among the Mortgage Records of Somerset County, State of Maryland, which said mortgage has been duly assigned to John B. Robins, Assignee for the purpose of collection and foreclosure, and the said assignee is about to sell the property mortgaged as is evidenced by No.4247 on the Chancery Docket for Somerset County.

Now, the Condition of this obligation is such, That if the above bounden John B. Robins, do and shall well and faithfully perform and execute his duty as Attorney to sell the mortgaged property and shall abide by and perform 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

John B. Robins (SEAL)

Corporate Seal.

United States Fidelity and Guaranty Company.

By Frederick E. Gardner,
Attorney in Fact.

Which said bond was thus thereon endorsed to wit:

Assignees Bond approved,

Geo. W. Lawson, Clerk.

M3607

And thereafter to wit, on the 9th day of June, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| John B. Robins, Attorney, | ) | |
| Assignee of The Del-Mar-Va Mortgage Company, a Delaware corporation, assignee of Charles P. Harbaugh, assignee of The Marine Bank of Crisfield, a Maryland corporation, assignee of Charles P. Harbaugh and George F. Harbaugh | ) | No.4247 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County, |
| Vs. | ) | Maryland, |
| George J. Hochmuth | ) | In Equity. |

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

The report of John B. Robins, Attorney assignee named in said Mortgage, for the purpose of foreclosure, under authority of an assignment from The Del-Mar-Va Mortgage Company, a Delaware corporation, under purchase money mortgage signed by George J. Hochmuth, to Charles P.Harbaugh and George F. Harbaugh, bearing date November 30, 1920, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 372 etc., assigned by the said Charles P. Harbaugh and George F. Harbaugh to The Marine Bank of Crisfield, a Maryland corporation, and assigned by The Marine Bank of Crisfield, to Charles P. Harbaugh, and assigned by the said Charles P. Harbaugh to The Del-Mar-Va Mortgage Co., a body corporate as aforesaid, respectfully represents:

That after having given bond with approved security as required by the rules of the Court, and 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 door of The Farmers Bank of Somerset County, in Marion, Somerset County, Maryland, on Saturday, June 7, 1930, at or about the hour of 2 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 those lots, tracts or parcels of land situate, lying and being in Brinkley's District, Somerset County, Maryland, popularly known as "The Sustan Moore or Susan Ward Place," and "The Renatus T. Hastings Farm," on the southerly side of County Road leading from Marion to Quindocqua and adjoining the land of L. R. Taylor and heirs of Dan Taylor and East Creek and White Marsh Creek, being all the real estate and premises conveyed unto George J. Hochmuth by Charles P. Harbaugh and wife and George F. Harbaugh, by deed bearing date the 27th day of November, 1920, duly recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.81, folio 469 etc., and being also all the real estate and premises conveyed unto the said Charles P. Harbaugh and George F. Harbaugh by Edward L. Seltzer and Anna L. Seltzer, his wife by two deeds, one bearing date October 23, 1919, and recorded among the said Land Records in Liber W.J.S.No.79, folio 313 etc., and the other bearing date March 26, 1920, and recorded among said Land Records in Liber W.J.S.No.80, folio 568 etc., and being also all the real estate and premises conveyed unto the said Edward L. Seltzer and Anna L. Seltzer, his wife by Francis H. Tull and wife by deed dated May 13, 1919, and recorded among said Land Records in Liber W.J.S.No.78, folio 227 etc., to which said deeds and records, and all references in them contained, sp ecial reference is here made for a more accurate description of the land and premises hereby reported.

And sold the same to Harry H. Green, he being then and there the highest bidder therefor at and for the sum of Seventeen hundred and Forty Dollars ($1740.00) and the said purchaser has complied with the terms of sale by paying cash.

And the Assignee 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, assignee, under said
Mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th day of June, 1930, 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 to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Seal of
Notary.

Benson W. 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. | ) |
| Under trust created by assignment of Mortgage from The Del-Mar-Va Mortgage Co., a Delaware corporation, from George J. Hochmuth to Charles P. Harbaugh and George F. Harbaugh and various assignments by John B. Robins, Attorney, assignee for the purpose of foreclosure. | ) No.4247 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 9th day of June, 1930, that the report of John B. Robins, 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 before the 10th day of July, 1930, 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 8th day of July, 1930.

The report states the amount of sale to be $1740.00.

Geo. W. Lawson, Clerk.

And now at this day to wit, on the 14th day of July, in the year nineteen hundred and thirty, comes again into Court here the said Trustee by his solicitor, aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | |
|---|---|
| John B. Robins, Ex Parte. | ) |
| Under trust created by assignment of mortgage from The Del-Mar-Va Mortgage Co., a Delaware corporation, from George J. Hochmuth to Charles P. Harbaugh and George F. Harbaugh and various assignments, by John B. Robins, Attorney, assignee for the purpose of foreclosure. | ) No.4247 Chancery, In the Circuit Court for Somerset County, Maryland, In Equity. |

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 beem filed and no cause to the contrary having been shown, it is this 14th day of July, 1930, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the report of John B. Robins, Attorney, Assignee, under 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 according done.

Per: Geo. W. Lawson, Clerk.

H36078

Frederick E. Gardner,
Ex Parte,

under power contained in a mortgage from Sidney F. Beauchamp and Nettie Beauchamp, his wife.

No.4250 Chancery.

) Be it remembered that heretofore
) to wit, on the 22nd day of May
) in the year nineteen hundred and
) thirty, a certain Mary E. Gunby
) of Somerset County and State of

Maryland, by Frederick E. Gardner, his solicitor, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Mary E. Gunby by a certain Sidney F. Beauchamp and Nettie Beauchamp, his wife, of said County and State, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 28th day of December, in the year nineteen hundred and twenty-six, by Sidney F. Beauchamp and Nettie Beauchamp, his wife, of Somerset County, in the State of Maryland, Whereas the said Sidney F. Beauchamp and Nettie Beauchamp, his wife, have this day borrowed from Mary E. Gunby of Somerset County, in the State of Maryland, the sum of One Hundred and seventy-five dollars ($175.00) the same being the balance of the purchase price of certain real estate hereinafter described, and whereas the said Sidney F. Beauchamp and Nettie Beauchamp, his wife, have executed and delivered unto the said Mary E. Gunby their bill obligatory for said sum of One Hundred and Seventy-five Dollars ($175.00) dated evenly herewith, payable 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 Sidney F. Beauchamp and Nettie Beauchamp, 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 Sidney F. Beauchamp and Nettie Beauchamp, his wife, have granted and by these presents do grant and convey unto the said Mary E. Gunby her heirs and assigns, all that lot or parcel of land, situate, lying and being in the City of Crisfield, Somerset County, State of Maryland, and on the north side of Baptist Street, and described as follows: All that lot or parcel of land, on the north side of said Baptist Street, and beginning for the same on the north side of said Baptist Street, at the land of Max Saltz, thence running in a northerly direction by and with the land of the said Max Saltz, a distance of eighty-two (82) feet, to a twenty-five (25) foot lane or alley, thence in an easterly direction by and with said twenty-five (25) foot lane or alley, a distance of forty-five (45) feet, to a twenty (20) foot lane or alley, thence in a southerly direction by and with said twenty (20) foot lane or alley a distance of eighty-two feet (82) feet), to said Baptist Street, and thence in a Westerly direction by and with said Baptist Street, a distance of thirty-seven (37) feet, to the place of beginning, together with a free and unobstructed right of way to the said mortgagee, her heirs and assigns, and as appurtenant to the land hereby mortgaged, over the aforesaid lanes or alleys, the same being all the real estate and premises conveyed unto the said Sidney F.Beauchamp and Nettie Beauchamp, his wife, as tenants by the entireties, by Mary E. Gunby, by deed bearing date evenly herewith, and which is to be recorded concurrently with this mortgage among the land records of Somerset County, Maryland, to which said deed and records special reference is here made for a more accurate description of the real estate 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, 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 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 Sidney F. Beauchamp and Nettie Beauchamp, 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, 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 John B. Robins, her 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 commission allowed trustees for making sale of property by virtue of a decree of a court having equity 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 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 existence of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Two Hundred Dollars and to cause the policy to be affected thereonto 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 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.

M36078

Witness the hands and seals of said mortgagors.

Test: Sidney F.Beauchamp (SEAL)

Benson W. Sterling Nettie her X mark Beauchamp (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 28th day of December, 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 Sidney F. Beauchamp and Nettie Beauchamp, 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 Mary E. Gunby, 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.

As witness my hand and Notarial Seal.

Seal of Notary. Benson W. Sterling,

Notary Public.

Received for record February 15th. 1927, and recorded in Liber G.W.L.No.95, folio 84, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment.

I hereby assign the within and foregoing mortgage to Frederick E. Gardner, Attorney for the purpose of collection and foreclosure, default having occurred in the covenants thereof.

Witness my hand and seal this 10th day of April, 1930.

Witness: Leila Gunby Mary E. Gunby (SEAL)

Filed for record May 22nd, 1930, and recorded in Liber G.W.L.No.95, folio 85,

Test: Geo. W. Lawson, Clerk.

And thereupon the said Frederick E. Gardner, Assignee, 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 and State of Maryland, as principal, and American Employer's Insurance Company a corporation under the laws of the State of Massachusetts, 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, 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-first day of May. Nineteen hundred and thirty.

Whereas, under and by virtue of a power of sale contained in a mortgage from Sidney F. Beauchamp and Nettie Beauchamp, his wife, to Mary E. Gunby, and recorded among the Mortgage Records of Somerset County, State of Maryland, which said mortgage has been duly assigned to Frederick E. Gardner, Assignee for the purpose of collection and foreclosure, and the said assignee is about to sell the property mortgaged.

Now, the condition of this obligation is such, That if the above bounden Frederick E. Gardner, do and shall well and faithfully perform and execute his duty as Attorney to sell the mortgaged property, and shall abide by and perform in all things any order or decree of the Circuit Court for Somerset County, 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.

Frederick E. Gardner (SEAL)

Test: Corporate Seal. American Employer's Insurance Co.,

A. R. Jones By Frederick E. Gardner, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:
Bond Approved,

Geo. W. Lawson, Clerk.

Filed for record May 22nd, 1930, and recorded in Liber G.W.L.No.5, folio 41,

Geo. W. Lawson, Clerk.

And thereafter to wit, on the 18th day of June, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| | ) | Under Power contained in a |
| Fred E. Gardner, | ) | Mortgage No.4250 Chancery, |
| Ex Parte. | ) | In the Circuit Court for Somer- |
| | ) | set 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 respectfully, shows:

That after giving bond, with security approved by the Clerk for the faithful performance of his trust and after having complied 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, on Main Street, at the hour of 2 O'clock P.M. on Saturday, June 14th, 1930, and did then and there proceed to sell the said 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, situate, lying and being in the City of Crisfield, Somerset County, State of Maryland, and on the north side of Baptist Street, beginning for the same on the north side of said Baptist Street, at the land owned or formerly owned by Max Saltz, thence running in a northerly direction by and with the land owned or formerly owned by Max Saltz, a distance of eighty-two (82) feet, to a twenty-five (25) foot lane or alley, thence in an easterly direction by and with said twenty-five (25) foot lane or alley, distance of forty-five (45) feet, to a twenty (20) foot lane or alley, thence in a southerly direction, by and with said twenty (20) foot lane or alley a distance of eighty-two feet (82) to said Baptist Street, and thence in a westerly direction by and with said Baptist Street, a distance of thirty-seven (37) feet, to the place of beginning, the same being all the real estate and premises conveyed unto the said Sidney F. Beauchamp and Nettie Beauchamp his wife, as tenants by the entireties, by Mary E. Gunby by deed bearing date of December 28th 1926, and recorded among the Land Records of Somerset County, Maryland,

Whereupon Paul Cullen, being the highest bidder therefor, became the purchaser thereof at and for the sum of three hundred and twenty-five dollars, which he has fully paid.

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 17th day of June, 1930, before me, a Notary Public of the State and 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 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.

Witness my hand and Official seal the day and year aforesaid.

Seal of
Notary

Benson W. Sterling,
Notary Public.

H36078

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

| | | |
|---|---|---|
| Frederick E. Gardner, Ex Parte | ) | No.4250 Chancery |
| | ) | In Circuit Court |
| Trust Created by Mortgage from Sidney F. Beauchamp and Nettie Beauchamp to Mary E. Gunby assigned to Frederick E. Gardner. | ) | For Somerset County, |
| | ) | Maryland. |

Ordered by the Clerk of the Circuit Court of Somerset County, in Equity this 18th day of June, nineteen hundred and thirty, that the report of Frederick E. Gardner the Attorney named in the above cause and the sale of the 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 18th day of July, nineteen hundred and thirty. 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 July, 1930.

The report states the amount of sale to be $325.00.

Geo. W. Lawson, Clerk.

And now at this day to wit, on the 23rd day of July, in the year nineteen hundred and thirty comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | | |
|---|---|---|
| | ) | |
| Frederick E. Gardner Ex Parte. | ) | No.4250 Chancery, |
| | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

It having been proved to the Court that a copy of the preceeding order of 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 23rd day of July, 1930, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of Frederick E. Gardner, Trustee, and the sale by him reported, be and the same are 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: Geo. W. Lawson, 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 July the same being the 7th day of the same month in the year of our Lord One thousand nine hundred and thirty.

Were present. Hon John R. Pattison, Chief Judge.
Hon Joseph L. Bailey, Asso Judge
Alonzo L. Murrell Sheriff. Hon Robert F. Duer Asso Judge.
Geo. W. Lawson, Clerk.

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

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

Charles C. Lloyd and wife ) Be it remembered that heretofore, to wit on the 5th May
Vs. ) 1925 a certain Charles C. Lloyd and wife by H. Fillmore
Charles H. Lloyd and others. ) Lanford their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Charles H. Lloyd and others which said bill of complaint is in the words following to wit:

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

In the Circuit Court for Somerset County. in Equity.

Charles C. Lloyd and Beulah Lloyd his wife.

Vs.

Charles H. Lloyd, Thisbe Elliott, Mary Schools, Georgia May Hayman and C. Edwin Hayman, her husband, Edward Clayton Lloyd, Nettie V. Barbon and William T. Barbon, her husband, Arrienna Amos and John Amos her husband and Leona X Hoskins and James Hosking her husband.

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

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

The plaintiff, complaining says:

1st: That a certain Edward Lloyd died, intestate many years ago, and that at the time of his death he was seized in fee of all that lot or parcel of land in the Town of Princess Anne, in Somerset County, Maryland, lying on the west side of Somerset Avenue, or Main Street. bounded on the north by the Manokin River and on the south by the land now owned by William P. Fitzgerald, and which was conveyed to the said Edward Lloyd by Henry Newman and wife by deed dated the 18th day of August 1851, recorded among the land records of said county in Liber W.P. NO. 6 folio 575 etc.,

2nd That the said Edward Lloyd left surviving him as his only heirs at law the following named children (1) Charles H. Lloyd (2) Thisbe Elliott (3), Mary Schools, and (4) George E. Lloyd, who has since died, intestate leaving surviving him as his only children and heirs at law, the plaintiff Charles C. Lloyd ( who intermarried with Beulah Lloyd) and the defendant , Georgia May Hayman who intermarried with C. Edwin Hayman) Edward Clayton Lloyd, Nettie V. Barbon ( who intermarried with William T. Barbon) Arrienna Amos ( who intermarried with John Amos) and Leona X Hoskins (who intermarried with James Hoskins)

3rd: That the defendants Georgia May Hayman, C. Edwin Hayman, Nettie V. Barbon and William T. Barbon reside in Somerset County, in the state of Maryland and that the defendants Arrienna Amos and John Amos reside in Baltimore City, in said State, and that the defendants Charles H. Lloyd, Thisbe Elliott. Mary Schools, Edward Clayton Lloyd, Leona X. Hoskins and James Hoskins are non residents of the state of Maryland and do not reside therein, and that all the parties to this suit are of the full age of twenty one years.

4th That said real estate can not be divided without loss and or injury to the persons having interests therein and that in order to make division of said interests it is necessary that said real estate be sold and the proceeds of such sale divided among the persons in interests according to their respective interests therein.

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to the end therefore.

First: That said real estate may be sold under decree of this Court.

Second: That the proceeds of such sale may be divided among the persons interested therein according to their respective rights and interests

Thors: 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 direcred to the said Georgie May Hayman and C. Edwin Hayman her husband and Nettie V. Barbon and William T. Barbon her husband, of Somerset County, in the state of Maryland, and the writ of subpoena directed to the Arrieanna Amos and John Amos her husband of Baltimore City in said state, 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 adecree ought not to be passed as prayed, and also the order of publication giving notice to the said Charles H. Lloyd, Thisbe Elliott, Mary Schools, Edward Clayton Lloyd, Leona A. Hosking and James Hoskins her husband, 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 as in duty bound etc.

H. Fillmore Lankford,
Solicitor for the Plaintiff.

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

Maryland, Somerset County to wit:

The state of Maryland, to Arrieanna Amos and John Amos of the 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 June next to answer the complaint of Charles C. Lloyd and Beulah Lloyd his wife, 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 the day of the return of the above recitedmwrit, 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 to wit:

Summoned Ambo and a copy of the process left with each defendant.

John E. Potee, Sheriff.

And thereupon in pursuance of the prayer in the foregoing bill and by order of Court the following subpoena was issued.

Maryland, Somerset County to wit:

The state of Maryland to Georgie May Hayman, C. Edwin Hayman Nettie V. Barbon and William T. Barbon, of Somerset County Greeting:

You are hereby commanded that all excuses 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 Charles C. Lloyd and Beulah Lloyd his wife, against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Chefef 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 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 thereof to the Court here in the words following to wit:

Summoned severally and copy left with each 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: Charles C. Lloyd and Beulah Lloyd, his wife.

Vs.

Charles H. Lloyd, Thisbe Elliott, Mary Schools, Georgia May Hayman and C.Edwin Hayman, her husband, Edward Clayton Lloyd, Nettie V. Barbon and William T.Barbon her husband, Arrieanna Amos and John Amos, her husband, and Leona X.Hoskins and James Hoskins, her husband.

The object of this suit is to procure a decree for the sale of certain real estate in the Town of Princess Anne, Somerset County, Maryland, of which Edward Lloyd, late of said county, died seized.

The bill states that the said Edward Lloyd died, intestate, many years ago, and that at the time of his death he was seized in fee of all that lot or parcel of land in the Town of Princess Anne, Maryland, lying on the west side of Somerset Avenue or Main Street, bounded on the north by the Manokin River, and on the South by land now owned by William P. Fitzgerald and which was conveyed to the said Edward Lloyd by Henry Newman and wife by deed dated the 18th day of August, 1851, recorded among the land records of said county in Liber W.P.No.6, folio 375 etc. that the said Edward Lloyd left surviving him as his only heirs at law, the following named children, (1) Charles H. Lloyd, (2) Thisbe Elliott (3) Mary Schools, and (4) George E. Lloyd, who has since died, intestate, leaving surviving him as his only children and heirs at law, the plaintiff Charles C. Lloyd (who intermarried with Beulah Lloyd, and the defendants, Georgia May Hayman (who intermarried with C. Edwin Hayman), Edward Clayton Lloyd, Nettie V. Barbon (who intermarried with William T. Barbon, Arieanna Amos (who intermarried with John Amos) and Leona X Hoskins (who intermarried with James Hoskins ), that the defendants Georgia May Hayman, C. Edwin Hayman, Nettie V. Barbon and William T. Barbon reside in Somerset County, in the State of Maryland, and that the defendants Arieanna Amos and John Amos reside in Baltimore City, in said State, and that the defendants, Charles H. Lloyd, Thisbe Elliott, Mary Schools, Edward Clayton Lloyd, Leona X. Hoskins and James Hoskins are non-residents of the State of Maryland, and do not reside therein, and that all the parties to this suit are of the full age of twenty-one years, that said real estate cannot be divided without loss or injury to the persons having interests therein, and that in order to make division of said interests it is necessary that said real estate be sold and the proceeds of such sale divided among the persons in interest according to their respective rights therein.

It is thereupon this 5th day of May, nineteen hundred and twenty-five, ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, that the plaintiffs by causing a copy of this order to be published in some newspaper published in Somerset County once in each of four successive weeks before the 6th day of June, 1925, give notice to the said absent and non-resident defendants, Charles H. Lloyd, Thisbe Elliott, Mary Schools, Edward Clayton Lloyd, Leona X Hoskins and James Hoskins, of the object and substance of the bill of complaint,

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warning them and each of them to appear in this Court, in person or by solicitor on or before the 24th 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 to wit, on July 11th, 1925, the following Petition of Plaintiffs and Decree pro confesso and order to take testimony was filed.

| | | |
|---|---|---|
| Charles C. Lloyd and Beulah Lloyd, his wife. | ) | No.3797 Chancer, |
| Vs. | ) | In the Circuit Court |
| Charles H. Lloyd, Thisbe Elliott 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 Georgia May Hayman, C. Edwin Hayman, Nettie V. Barbon, William T. Barbon, Arrieanna Amos and John Amos, resident defendants in the above entitled cause, have been duly summoned, but have failed to appear within the time limited by law and the rules of this Court, and that Charles H. Lloyd, Thisbe Elliott, Mary Schools, Edward Clayton Lloyd, Leona X. Hoskins and James Hoskins, non-resident defendants in said cause, have not appeared to the bill of complaint, although the order of publication giving notice to said non-residents has been published according to its provisions.

The plaintiffs therefore the Court to pass an order taking the bill of complaint pro confesso against said defendants and to take testimony in said cause.

And as in duty bound etc.,

H. Fillmore Lankford,
Solicitor for the Plaintiffs.

| | | |
|---|---|---|
| Charles C. Lloyd and Beulah Lloyd, his wife. | ) | No,3797 Chancery, |
| Vs. | ) | In the Circuit Court |
| Charles H. Lloyd, Thisbe Elliott and others. | ) | For Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that Georgia May Hayman, C.Edwin Hayman, Nettie V. Barbon, William T. Barbon, Arieanna Amos and John Amos, defendants in said cause have been duly summoned and have failed to appear to the bill of complaint in said cause, either in person or by solicitor, and it further appearing that the order of publication heretofore passed in this cause has been duly published according to its provisions in "The Somerset News" a newspaper published in Somerset County, Maryland, and that Charles H. Lloyd, Thisbe Elliott, Mary Schools, Edward Clayton Lloyd, Leona X. Hoskins and James Hoskins, non-resident defendants mentioned in said order of publication, have failed to appear, either in person or by solicitor, and answer the bill of complaint.

It is thereupon this 11th day of July, nineteen hundred and twenty-five by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby taken pro confesso against all the defendants in said cause, that is, Georgia May Hayman, C. Edwin Hayman, Nettie V. Barbon, William T. Barbon, Arrieanna Amos, John Amos, Charles H. Lloyd, Thisbe Elliott, Mary Schools, Edward Clayton Lloyd, Leona X. Hoskins and James Hoskins.

And it is further ordered that depositions be taken before one of the standing examiners of this Court in support of the allegations of the bill of complaint.

Robt. F. Duer, Judge.

And thereafter, to wit, on December 23rd, 1925, the following Interrogatories for Plaintiff's were filed:

| | | |
|---|---|---|
| Charles C. Lloyd and wife. | ) | No.3797 Chancery, |
| Vs. | ) | In the Circuit Court |
| Charles H. Lloyd and others. | ) | For Somerset County. |
| | ) | |

Interrogatorées for Plaintiff's 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 Edward Lloyd? If yea, is he living or dead, and if dead, when did he die, and did he or not die intestate.

4th. State whether the said Edward Lloyd left any widow surviving him, and if yea, is she still living? State who were his heirs at law.

5th. State whether any of the heirs at law of the said Edward Lloyd have dies since his death.

6th. State whether the said George E. Lloyd died intestate, and state who were his heirs at law.

7th. State whether the said Edward Lloyd owned any real estate in Somerset County, Maryland, at the time of his death, and if yea, describe it and state its value.

8th. State whether said real estate can be divided among the persons having interests therein with loss and injury to them, and whether in order to make division of said interests it will be necessary that said real estate be sold and the proceeds of such sale be divided among the persons interests in the proportions to which they are entitled.

9th. Court's Question.

H. Fillmore Lankford,
Solicitor for the Plaintiffs.

And afterwards, to wit, on the 23rd 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 interrogatores with him filed and the testimony by him taken in the words following, to wit:

| | | |
|---|---|---|
| Charles C. Lloyd and wife. | ) | No.3797 Chancery |
| Vs. | ) | In the Circuit Court |
| Charles H. Lloyd 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 23rd day of December, 1925, I did take the following depositions, in response to written interrogatories, filed in said cause, that is to say:

Answer to Int.I.

Archelaus M. Humphreys, Princess Anne, Maryland, age 75 years,

Answer to second Interrogatory:

I know the parties to this suit. I have known most of them for many years. They are all of full age, Arianna Amos and John Amos reside in Baltimore, City, Maryland, Charles H. Lloyd, Thisbe Elliott, Mary Schools, Leona X. Hoskins and James Hoskins and Clayton Lloyd are none-residents of the State of Maryland. The other parties to the suit all reside in Somerset County Maryland.

Answer to third interrogatory:

I knew Edward Lloyd. He died, intestate many years ago, when I was a boy.

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Answer to fourth interrogatory:

He left a widow surviving him but she is now dead. His heirs at law were his children, Charles H. Lloyd, Thesbe Elliott, Mary Schools and George E. Lloyd.

Answer to fifth interrogatory:

Yes, his son, George E. Lloyd has died since the death of his father, Edward Lloyd.

Answer to sixth interrogatory:

George E. Lloyd died intestate and his heirs at law were his children, Charles C. Lloyd, the plaintiff, who intermarried with Beaulah Lloyd, and the defendants, Georgia May Hayman, who intermarried with C. Edwin Hayman, Edward Clayton Lloyd, Nettie V. Barbon, who intermarried with William T. Barbon, Arianna Amos who intermarried with John Amos, and Leona X. Hoskins who intermarried with James Hoskins.

Answer to seventh interrogatory:

At the time of his death Edward Lloyd owned a small lot of land in Princess Anne, Somerset County, Maryland, on the west side of Main St. or Somerset Avenue, lying between the Manokin River and the garage of Wm. P. Fitzgerald. I have understood that it was conveyed to him by Henry Newman and wife by deed recorded among the land records of said County in W.P.No.6, folio 375. At one time there was a house on the property which rotted down. In my opinion this property is worth not more than $200.00.

Answer to eighth Interrogatory:

In my judgment it will be absolutely impossible to divide this property among the persons having interests therein without loss and injury to them. It has a frontage of not more than seventy feet and by reason of the lage number of heirs and the small size of the lot in my opinion no division could be made of this property and in order to separate the interests of those entitled it will be necessary to sell the property and divide the proceeds among them.

Court question and answer:

"I know nothing further."

Test: Archelus M. Humphrys,

Harry C. Dashiell,
Examiner.

C. Edwin Hayman, a witness of lawful age, being first duly sworn, deposing says:

Answer to first Int.

C. Edwin Hayman 32 years, Princess Anne, Md., occupation, merchant.

Answer to second Int:

I know all the parties to this suit except Thesbe Elliott and Mary Schools. I am one of the defendants. The parties are all of the full age of twenty one years. Charles H. Lloyd, Thesbe Elliott, Mary Schools, Edward Clayton Lloyd and Lenoa X. Hoskins and James Hoskins, her husband, do not reside in Maryland and are non-residents of that State, Arianna Amos and John Amos reside in Baltimore City, Maryland, All the other parties to this suit reside in Somerset County, Maryland.

Answer to third Int.

I did not know Edward Lloyd. He was my wife's granfather and died long before I was born.

Answer to fourth Int.

I Am informed that his only heirs at law are his children, Charles H. Lloyd, Thesbe Elliott Mary Schools and George E. Lloyd.

Answer to fifth Int.

George E. Lloyd one of the heirs of Edward Lloyd, has died since the death of his father.

Answer to sixth Int.

George E. Lloyd died intestate and his only heirs at law are his children, the plaintiff, Charles C. Lloyd, who intermarried with Beaulah Lloyd, Georgegie May Hayman my wife, Edward Clayton Lloyd, Nettie V. Barbon, who intermarried with William T. Barbon, Arianna Amos who

intermarried with John Amos and Leona X. Hoskins who intermarried with James Hoskins.

Answer to Int.7

I am informed and believe and so testify that at the time of his death Edward Lloyd, my wife's grand father, owned a lot of land in Princess Anne, Somerset County, Maryland, on the west side of Main St. or Somerset Ave. having a front of not over seventy feet on said street or avenue and lying between the Manokin River and the garage of William P. Fitzgerald and which was conveyed to him by Henry Newman and wife.

In my opinion this property is worth about $300.00.

Answer to Int eighth.

In my judgment there is no way in which said real estate can be divided among the persons having interests therein without loss and injury to them and in order to make division of their interests it will be necessary for said real estate to be sold and the proceeds divided among them according to their interest. The lot has but a small front from sixty to seventy feet on the street or avenue and by reason of the lage number of heirs and the small frontage of the lot there is no possible way to make a division without serious loss to the persons interested.

Court question and answer:

"I know nothing further,"

Test: C. Edwin Hayman

Harry C. Dashiell,
Exm.

Plaintiff's solicitor filed with Examiner to be used as evidence in this cause certified copy of deed to Edward Lloyd from Henry Newman marked Exhibit "A"

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 23rd day of December, 1925.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of costs:

| | | |
|---|---|---|
| Harry C. Dashiell, Examiner. | | $4.00 |
| A. M. Humphreys | witness | .75 |
| | | $4.75 |

Exhibit "A" referred to in the foregoing Testimony is in the words following, to wit:
THIS INDENTURE, Made this eighteenth day of August, eighteen hundred and fifty one between Henry Newman and Emeline Newman, his wife, of Washington City, District of Columbia of the one part and Edward Lloyd of Somerset County and State of Maryland of the other part, witnesseth that for and in consideration of the sum of two hundred and thirty seven dollars current money by the said Edward Lloyd to the said Henry Newman in hand paid at and before the sealing and delivery of these presents the receipt of which he doth truly acknowledge the said Henry Newman and Emeline Newman, his wife, have bargained and sold aliened and enfeoff and by these presents give and grant bargain and sold alien enfeoff release convey and confirm unto the said Edward Lloyd, his heirs and assigns, a lot being in the Town of Princess Anne, on the Main Street joining the old bridge the said lot formerly belonged to William S. Crockett sold by Dr. James Stewart, Trustee to sell the real estate of William S/ Crockett and being in Somerset County, together with all and singular buildings, improvements, rights, privileges, and appurtenances thereunto belonging or in anywise appertaining and all the estate right, title and interest, trust property claim and demand whatsoever law and equity of them the said Henry Newman and Emeline Newman, his wife, of in and to the same.

To have and to hold the herein described premises with the appurtenances thereunto belonging unto the said Edward Lloyd, his heirs, assigns to the only proper use of the said Edward

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Lloyd his heirs and assigns forever and the said Henry Newman for himself and his heirs doth hereby covenant promise and agree to and with the said Edward Lloyd, his heirs and assigns that he the said Henry Newman, his heirs and assigns and all persons claiming under him shall and will from time to time and at all times hereafter and the reasonable request cost and charge of the said Edward Lloyd or any of his heirs or assigns make and lawfully execute acknowledge and deliver all and every such further and other deed conveyance and assurances in the law whatsoever for the better and more fully conveying and assuring to the said Edward Lloyd, his heirs and assigns of the said premises with the appurtenances heretofore mentioned to be bargained and sold according to the true intent and meaning of the parties to this presents as by the said Edward Lloyd or his heirs and assigns the lot above described and him and intended to be granted bargained and sold with the appurtenances unto the said Edward Lloyd, his heirs and assigns shall and will warrant forever defend by these presents against the claims of all persons whomsoever claiming under me.

In testimony whereof the said Henry Newman and Emeline Newman have hereunto set their hand and seals on the day and year first above written.

Signed sealed and delivered in the presence of:

William Waters,

Samuel Drury

Henry Newman (SEAL)

Emeline Newman (SEAL)

Washington County District of Columbia, to wit:

Be it remembered and it is hereby certified that on this 18th day of August, in the year of our Lord one thousand eight hundred and fifty one, before the subscribers two Justices of the Peace in Washington City, District of Columbia aforesaid personally appeared Henry Newman and Elemine Newman, his wife, they being known to us to be the persons who are named and described as and professing to be the parties to the foregoing deed or indenture and do severally acknowledge the said Indenture or instrument of writing to be their act and deed and the said Emeline having signed and sealed said indenture before us of the presence and hearing of her husband and the said Emeline being by us examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threats of or ill usage by her husband or fear of his displeasure declareth and saith that she doth.

In testimony whereof we hereunto subscribe our names on the day and year aforesaid.

William Waters, J.P. (SEAL)

Samuel Drury J.P. (SEAL)

United States of American, Department of State:

To all to whom these presents shall come Greeting:

I certify that Wm. Waters and Samuel Drury whose names are subscribed to the paper hereunto annexed are now and were at the time of subscribing the same Justices of the Peace for the County of Washington in the District of Columbia duly commissioned and that full faith and confidence are due to their acts as such.

In testimony whereof I Wm. S. Derrick acting Secretary of State of the United States have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the City of Washington this eighteenth day of August A.D.1851 and of the Independence of the United States of America the 76th.

W. S. Derrick, Acting Secretary.

Maryland, Somerset County, to wit:

I, William T. H. Polk, Clerk of Somerset County Court do hereby acknowledge that I have received from Edward Lloyd the sum of one dollar being the duty chargeable by law on the foregoing deed or instrument of writing according to the provisions of the Act of Assembly of Maryland passed at December Session 1846, Chapter 61.

Given under my hand this 15th day of September Anno Domini 1851.

William T.G. Polk. Clk.

September the 15th day Anno Domini 1851. 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 acknowledgment thereof thereon endorsed is accordingly enrolled among the same records in Liber W.P.No.6, folios 375 & 376 & 377 on the day and year aforesaid.

Per: William T. G. Polk, Clk.

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.P.No.6, folio 376 &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 23rd day of December, 1925.

Seal of Court. W. Jerome Sterling, Clerk.

And thereafter, to wit, on the 4th day of January. in the year 1926, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Charles C. Lloyd and wife. | ) | In Equity In the Circuit |
| Vs. | ) | Court for Somerset County. |
| Charles H. Lloyd and others. | ) | No.3797 Chancery. |
| | ( | |

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

It is thereupon this fourth day of January, 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 H. Fillmore Lankford be, and he is hereby appointed trustee to make such sale, the course and manner of his proceeding 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 said Real Estate, having first given at least twenty days previous notice, inserted in come newspaper published 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 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 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

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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, shall appear to have discharged trust.

Robt. F. Duer, Judge.

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 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, administrators, executors and successors firmly by these presents sealed with our seals and dated this 8th day of February, nineteen hundred and twenty-six.

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 Charles C. Lloyd and wife against Charles H. Lloyd, Thisbe Elliott Mary Schools, Georgie May Hayman and others, the same being No.3797 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 in and by said decree or that may be reposed in him by and 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 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.

Witness:

Henry M. Lankford

Corporate Seal.

H. Fillmore Lankford (SEAL)
And
Fidelity/Deposit Company of Mary-
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.

Which said Bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved.

W. Jerome Sterling, Clerk.

And thereafter, to wit, on June 9th, nineteen hundred and thirty, 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 C. Lloyd and wife. | ) | No.3797 Chancery, |
| Vs. | ) | In the Circuit Court |
| Charles H. Lloyd 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 twenty days previous notice of the time, place, manner and terms of sale by advertisement in the "The Somerset News," 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 16th

day of February, 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:

He offered all that lot or parcel of land, in the Town of Princess Anne, in Somerset County, Maryland, lying on the west side of Main Street or Somerset Avenue, bounded on the north by the Manokin River, on the west by the property which was conveyed to Harrison Hayman by Charles W. Hayman by deed recorded among the land records of said county in Liber O.T.B.No.23, folio 309 etc, and on the south by the property which was conveyed to William P. Fitzgerald by H. Fillmore Lankford, trustee, and others by deed recorded among said records in Liber W.J.S. No.66, folio 139 etc, and being the same lot of land which was conveyed to Edward Lloyd by Henry Newman and wife by deed dated the 18th day of August, 1851, recorded among the land records of said county in Liber W.P.No.6, folio 375 etc, and the highest bid therefor was ninety dollars, and this being far less than the value of the property the trustee declined to accept said bid and withdrew the property from sale.

That after having given at least twenty days previous notice of the time, place, manner and terms of sale in "The Eastern Shore Republican," a weekly newspaper printed in Somerset County, and by handbill 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 17th day of June, 1930, at or about the hour of 2:00 o'clock P.M.and then and there again proceeded to sell said real estate at public auction, and sold the same to Harry T. Phoebus he being then and there the highest bidder therefor 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 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.

H. Fillmore Lankford, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of June, nineteen hundred and thirty, 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 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.

Geo. W. Lawson, Clerk.

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

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| Charles C. Lloyd and wife. | ) | No.3797 Chancery |
| Vs. | ) | In the Circuit Court |
| Charles H.Lloyd, Edward Clayton Lloyd, C. Edwin Hayman and wife, and others. | ) | For Somerset County. |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 19th day of June, nineteen hundred and thirty, 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 22nd day of July, 1930, 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 July, 1930.

The report states the amount of sales to be seven hundred dollars.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 20th day of August, in the year nineteen hundred and thirty 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:

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| Charles C. Lloyd and wife<br>Vs.<br>Charles H. Lloyd, Edward Clayton Lloyd and others. | )<br>)<br>)<br>) | No.3797 Chancery<br>In the Circuit Court<br>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 20th day of August, nineteen hundred and thirty, 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. E. 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: Geo. W. Lawson, Clerk.

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| No.4263 Chancery.<br>Trust created by mortgage from E.Melvin Ward and Lloyd Johnson to Mollie J. Ford and Elizabeth M. Brown.<br>H. Fillmore Lankford,<br>Ex Parte. | )<br>)<br>)<br>)<br>)<br>) | Be it remembered that heretofore to wit, on the 17th day of July, in the year 1930, a certain Mollie J. Ford and Elizabeth M. Brown of Somerset County, and State of Maryland by H. Fillmore Lankford, his solicitor exhibited and filed in the Circuit |

Court here a certain mortgage executed and delivered to Mollie J. Ford and Elizabeth M. Brown by a certain E. Melvin Ward and Lloyd Johnson of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 25th day of May, in the year nineteen hundred and twenty-seven by E. Melvin Ward and Lloyd Johnson, both of Somerset County, in the State of Maryland, witnesseth: Whereas the said E. Melvin Ward and Lloyd Johnson are indebted to Mollie J. Ford and Elizabeth M. Brown, in the sum of One Thousand Dollars for a part of the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said E. Melvin Ward and Lloyd Johnson for said sum, dated evenly herewith, payable to the said Mollie J. Ford and Elizabeth M. Brown three 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, but reserving the right to pay any part of the principal at any time.

Now therefore this Mortgage witnesseth that for and in consideration of the premises the said E. Melvin Ward and Lloyd Johnson do grant and convey to the said Mollie J. Ford and Elizabeth M. Brown as tenants in common, their heirs and assigns, all those lots or parcels of land in Westover Election District, in Somerset County, in the State of Maryland, which are mentioned described and conveyed in a deed to the said E. Melvin Ward and Lloyd Johnson from the said Mollie J. Ford and husband and Elizabeth M. Brown and husband, dated the 23rd day of May,1927, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage lying on the south side of the State Road leading from Westover to Greenhill, to which said deed and all the references in said deed contained, reference is hereby made for full and particular 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 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 E. Melvin Ward and Lloyd Johnson 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 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 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 mortgagor do further covenant to insure, and pending the existence 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 effected thereonto be so framed or endorsed as in case of fire, to inure to the benefit of the said mortgagee, 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 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

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Witness the hands and seals of said mortgagors.

Test: E. Melvin Ward (SEAL)

Samuel H. Sudler Lloyd C. Johnson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of May in the year nineteen hundred and twenty-seven before me the subscriber, a Notary Public, of the State of Maryland, in and for Somerset County personally appeared E. Melvin Ward and Lloyd Johnson, 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, 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 Mollie J. Ford and Elizabeth M. Brown, the mortgagees 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.

Seal of Notary. Samuel H. Sudler, Notary Public.

Received for record May 28th, 1927, and recorded in Liber G.W.L.No.95, folio 166, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

BILL OBLIGATORY.

$1000.00. May 25th, 1927.

Secured by mortgage of even date herewith, and for value received, Three years after date, We jointly and severally promise to pay to Mollie J. Ford and Elizabeth L. Brown or order, One Thousand Dollars (part of purchase money for property conveyed by said mortgage, with interest from date, payable annually from date, (reserving the right to pay any part of the principal at any time) and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity, hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against us for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness our hands and seals.

Witness: E. Melvin Ward (SEAL)

Samuel H. Sudler Lloyd C. Johnson (SEAL)

And thereupon the said H. Fillmore Lankford, Attorney 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 the "Fideliey 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, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of July, nineteen hundred and thirty.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from E. Melvin Ward and Lloyd Johnson to Mollie J. Ford and Elizabeth M. Brown dated the 25th day of May, 1927, recorded among the land records of Somerset County, Maryland, in Liber G.L.W.No.95, folio 166 etc, is authorized upon 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 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)

Corporate Seal.

Fidelity and Deposit Company of Maryland, a body corporate 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 in Liber W.J.S.No.91, folio 35.

Witness:

Kathleen Ford

Which said bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on the 28th day of July, in the year nineteen hundred and thirty, 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:

| | |
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| | ) No.4263 Chancery, |
| | ) In the Circuit Court |
| | ) For Somerset County, Maryland. |
| H. Fillmore Lankford, | ) Trust created by mortgage from E. |
| Ex Parte. | ) Melvin Ward and Lloyd Johnson to |
| | ) Mollie J. Ford and Elizabeth M. |
| | ) Brown. |

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

The report of H. Fillmore Lankford, the Attorney named in a mortgage from E. Melvin Ward and Lloyd Johnson to Mollie J. Ford and Elizabeth M. Brown, dated the 25th day of May, 1927, recorded among the land records of Somerset County, in the State of Maryland, respectfully represents:

That after default had occurred in the conditions, terms and covenants of said mortgage, and after having filed a bond with approved security in the said Court, as required 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 and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by handbill 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, Somerset County, Maryland, on Saturday, the 26th day of July, 1930, 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:

"e offered the following described real estate in Westover District, in Somerset County, Maryland, lying on the south side of the State Road leading from Westover to Greenhill, containing thirty-five acres, more or less, and being all the real estate which was conveyed to the said

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E. Melvin Ward and Lloyd Johnson by Elmer A. Ford and wife and Irving H. Brown and wife by deed dated the 23rd day of May, 1927, recorded among said records in Liber G.W.L.No.94, folio 271 etc, together with the right of way mentioned in said deed, including all the land which was conveyed to Charles A. Miller by Columbus Adams and wife by deed dated the 23rd day of November 1914, recorded among said records in Liber W.J.S.No.67, folio 578 etc, and also all the second lot of land conveyed in a deed to the said Charles A. Miller from the said Columbus Adams and wife, dated the 7th day of July, 1103, recorded among said records in Liber O.T.B.No.37, folio 303 etc, except so much thereof as was conveyed by the said Charles A. Miller to Mary A.Sterling by deed dated the 25th day of November, 1914, recorded among said records in Liber W.J.S.No.67, folio 495 etc, and except also so much thereof as was conveyed by the said Elmer A. Ford and wife and Irving H. Brown and wife to George Ballard and Mollie Ballard, his wife, by deed dated the 30th day of June, 1925, recorded among said records in Liber W.J.S.No.92, folio 68 etc, and sold the same to Goldye G. Saltz, she being then and there the highest bidder therefor at and for the sum of eleven hundred and fifty-one dollars, and the said purchaser has complied with the terms of sale by paying five hundred dollars in cash, and giving her bill obligatory for the sum of six hundred and fifty-one dollars, payable on the ratification of said sale by this Court.

The Attorney further reports that he announced before said sale, that the building on said land was not included in the mortgage under which said property was sold, and would not pass to the purchaser of the land, at said sale.

And the said attorney makes the following distribution of the fund arising from said sale/

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|---|---|---|
| Amount of Sale, | | $1151.00 |
| Clerk's fee, $10.50, Solicitor's fee $10.00 ..... | $20.50 | |
| Advertising sale and order nisi..... | 27.75 | |
| Printing slips of sale, $1.00, Auctioneer, $3.00,..... | 4.00 | |
| Attorney's bons, premium on on,..... | 10.00 | |
| Attorney's commissions,..... | 78.75 | |
| Principal of mortgage debt,..... | 1000.00 | |
| Interest on mortgage debt,..... | 10.00 | |
| | $1151.00 | $1151.00 |

And the Attorney prays a ratification of his proceedings in the premises, including the distribution of said fund.

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 28th day of July, nineteen hundred and thirty, 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.

Geo. W. Lawson, Clerk.

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

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|---|---|
| H. Fillmore Lankford, Ex parte. | No.4263 Chancery, in the Circuit Court For Somerset County. Trust created by mortgage from E. Melvin Ward and Lloyd Johnson to Mollie J. Ford and Elizabeth M. Brown. |

Ordered by the Circuit Court for Somerset County, in Equity, this 28th day of July, nineteen hundred and thirty, 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 26th day of August, 1930, provided a copy of this order be inserted in some newspaper printed in Somerset County, once a week for three successive weeks before the 23rd day of August, 1930.

The report states the amount of sale to be eleven hundred and fifty-one dollars.

Robt. F. Duer, Judge.

And now at this day to wit, on the 30th day of August, in the year nineteen hundred and thirty comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

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|---|---|
| H. Fillmore Lankford, Ex Parte. | No.4263 Chancery, In the Circuit Court for Somerset County, in Equity. Trust created by mortgage from E. Melvin Ward and Lloyd Johnson to Mollie J. Ford and Elizabeth M. Brown. |

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 appearing, it is ordered by the Circuit Court for Somerset County, in Equity, this 30th day of August, nineteen hundred and thirty, that the within report of H. Fillmore Lankford Attorney, and the sale by him reported, and the distribution of the proceeds of said sale made by him in said report, 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: Geo. W. Lawson, 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 1st day of the same month, in the year of our Lord one thousand nine hundred and thirty.

Were present, Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso. Judge.
Hon. Robert F. Duer, Asso. Judge.
Alonzo L. Murrell, Esq., Sheriff. Geo. W. Lawson, Clerk.

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

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| George R. N. Sterling and others. Vs. Lillian Sterling and others. | Be it remembered that heretofore, to wit, on the 13th day of March, in the year nineteen hundred and thirty, a certain George B. N. Sterling and Emma C. Sterling, his wife, |

Albert W. Sterling and Hettie Sterling, his wife, Sarah A. Lawson, Mary L. Nelson, Edna J. Sterling, and John E. N. Sterling, by Clarence P. Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Lillian Sterling, Christopher C.Sterling, Jr., and Sallie Sterling, his wife, Nelson Sterling and Adella B. Sterling, which said bill of complaint is in the words following, to wit:

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|---|---|
| George B.N. Sterling and Emma C.Sterling, his wife, Albert W. Sterling and Hettie Sterling, his wife Sarah A. Lawson, Mary L. Nelson, Edna J. Sterling, and John E. N. Sterling. Vs. Lillian Sterling, Christopher C. Sterling,Jr., and Sallie Sterling, his wife, Nelson Sterling and Adella B. Sterling. | No.4230 Chancery, In the Circuit Court For Somerset County. |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The Bill of Complaint of George B. N. Sterling and Emma C. Sterling, his wife, Albert W. Sterling and Hettie Sterling, his wife, Sarah A. Lawson, Mary L. Nelson of Somerset County, in the State of Maryland, and John E. N. Sterling, of Northampton County, in the State of Virginia respectfully represents:

First: That heretofore a certain William H. Sterling, late of said Northampton County, in the State of Virginia, was in his lifetime seized and possessed of certain real estate in said Somerset County, in the State of Maryland, consisting of four lots or parcels of land in Asbury District, in said Somerset County, being the same and all the real estate conveyed unto the said William H. Sterling by The Dixie Realty Company, a body corporate, by deed bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber S.F.D.No.58, folio 289 etc.,

Second: That being so thereof seized and possessed, the said William H. Sterling departed this life in the month of July, in the year nineteen hundred and fifteen, leaving a last will and testament, duly executed to pass real estate in the State of Maryland, which said last will and testament has been duly admitted to probate in the office of the Clerk of the Circuit Court for Northampton County, in the State of Virginia, and a duly exemplified copy of said last will

and Testament has been duly filed and recorded among the Testamentary Records of said Somerset County, in the State of Maryland.

Third: That by said last will and testament the said William H. Sterling devised and bequeathed his estate, as follows," I devise and bequeath all my estate, both real and personal, wherever situated, to my wife, Mary E. Sterling, for and during the term of her natural life, and at her death, to my legal heirs living at my death."

Fourth: That the said William H. Sterling, left no children or descendants, but left as his only legal heirs living at the time of his death, the following, namely (a) your orator, George B. N. Sterling, a brother (who married your oratrix, Emma C. Sterling, (b) your orator, Albert W. Sterling, a brother (who married your oratrix, Hettie Sterling, (c) your oratrix, Sarah A. Lawson, a sister (d) your oratrix, Mary L. Nelson, a sister, (e) your oratrix, Edna J. Sterling, a sister (f) your orator, John E. N. Sterling, a brother (g) Christopher C.Sterling, a brother (who married the defendant, Lillian Sterling,) and (h) James L. Sterling, a borther (who Married the defendant, Nellie E. Sterling.

Fifth: That the said Mary E. Sterling, the widow of the said William H. Sterling, departed this life on or about the 19th day of February nineteen hundred and twenty-seven.

Sixth: That the said James L. Sterling departed this life, intestate, since the death of the said William H. Sterling, leaving no children or descendants, but leaving surviving him as his only heirs at law his widow, the said Adella B. Sterling, and the said George B.N.Sterling, a brother, the said Albert W. Sterling, a brother, the said Mary L. Nelson, a sister, the said Sarah A. Lawson, a sister, the said Edna J. Sterling, a sister, and the said Christopher C. Sterling, a brother, and the said John E. N. Sterling, a brother.

Seventh: That the said Christopher C. Sterling departed this life, intestate, on or about the 7th day of December, nineteen hundred and twenty-nine leaving surviving him as his only heirs at law, who are still living, namely, the defendant, Lillian Sterling, his widow, and the defendant, Christopher C. Sterling, Jr., a son (who married the defendant, Sallie Sterling), and the defendant, Nelson Sterling, a son.

Eighth, That your orator, John E. N. Sterling, resides in the State of Virginia, and all your other orators, reside in Somerset County, in the State of Maryland, and that the said Adella B. Sterling resides in Worcester County, in the State of Maryland, and that all the other defendants, reside in said Somerset County, in the State of Maryland, and that all of your orators are above the age of twenty-one years, except the said Nelson Sterling, who is an infant under the age of twenty-one years.

Ninth: 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 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 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 Lillian Sterling, Christopher C. Sterling, Jr., and Sallie Sterling, his wife, and the said Nelson Sterling (infant) of Somerset County, in the State of Maryland, and to the said Adella B. Sterling of Worcester County, 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.

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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.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Lillian Sterling, Christopher C. Sterling, Jr., Sallie 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 April next to answer the complaint of George B. N. Sterling 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 3rd day of March, Anno Domini 1930.

Issued the 14th day of March, Anno Domini 1930.

Per order, Geo. W. Lawson, Clerk.

The return of said writ:

Summoned Severaly and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

Maryland Somerset County, to wit:

Seal of Court. The State of Maryland to Nelson Sterling of Somerset County Greeting: You are hereby commaned 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 George B. N. 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 3rd day of March, Anno Domini 1930.

Issued the 14th day of March, Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

Return of said writ as follows:

Summoned and copy of subpoena left with infant defendant, also copy of subpoena left with Lillian Sterling, mother of infant defendant.

A. L. Murrell, Sheriff.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Adella B. Sterling of Worcester 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 George B.N. 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 3rd day of March, Anno Domini 1930.

Issued the 14th day of March, Anno Domini 1930.

Per order, Geo. W. Lawson, Clerk.

Return of said writ as follows:

Summoned and copy left with defendant,

Walter R. Dennis, Sheriff.

Per: Harry I. Bowen, Deputy Sheriff.

And thereafter, to wit, on the 15th day of May, in the year nineteen hundred and thirty, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

| | | |
|---|---|---|
| George B. N. Sterling and others. | ) | No.4230 Chancery, |
| Vs. | ) | In the Circuit Court |
| Lillian 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 in the above cause respectfully represents:

That Nelson Sterling, defendant in the above 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 complainants therefore pray 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 Complainants.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, this 15th day of May, nineteen hundred and thirty, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Nelson Sterling, 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:

| | | |
|---|---|---|
| George B. N. Sterling and others | ) | No.4230 Chancery |
| Vs. | ) | In the Circuit Court |
| Lillian Sterling and others. | ) | For Somerset County. |
| | ) | |

The answer of Nelson Sterling, 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 George B. N. Sterling 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, 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 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 15th day of May, in the year nineteen hundred and thirty, a Petition, decree pro confesso and order to take testimony was filed.

| | | |
|---|---|---|
| George B. Sterling and others. | ) | No.4230 Chancery, |
| Vs. | ) | In the Circuit Court |
| Lillian 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 respectfully represents:

That the adult defendants, Lillian Sterling, Christopher C. Sterling, Jr., and Sallie Sterling, his wife, and Adella B. Sterling have been duly summoned to appear to the bill of complaint in this cause, and have failed to appear to said bill of complaint within the time prescribed by the rules of this Court, and that the infant defendant, Nelson Sterling, has been duly summoned, and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

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The complainants therefore pray your Honors that the bill of complaint may be taken pro confesso against the said Lillian Sterling, Christopher C. Sterling, Jr., and Sallie Sterling, his wife, and Adella B. Sterling, non-appearing 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 Complainants.

| | | |
|---|---|---|
| George B.N. Sterling and others. | ) | No.4230 Chancery |
| Vs. | ) | In the Circuit Court |
| Lillian Sterling and others. | ) | For Somerset County. |
| | ) | |

It appearing in the above entitled cause that the adult defendants, Lillian Sterling, Christopher C. Sterling, Jr., and Sallie Sterling, his wife, and Adella B. Sterling have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to the said bill of complaint within the time prescribed by the rules of this Court, and that the infant defendant, Nelson Sterling, has been duly summoned, and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

It is thereupon, this 15th day of May, nineteen hundred and thirty, 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 Lillian Sterling, Christopher C. Sterling, Jr., and Sallie Sterling, his wife, and Adella B. Sterling, non-appearing 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.

And afterwards, to wit, on the 6th day of June, in the year nineteen hundred and thirty, Edward P. Wyatt, 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:

| | | |
|---|---|---|
| George B.N.Sterling and others. | ) | No.4230 Chancdry |
| Vs. | ) | In the Circuit Court |
| Lillian Sterling and others. | ) | For Somerset County. |
| | ) | |

In this cause, an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland, 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 5th day of June, 1930, in Somerset County, aforesaid, I did take the following testimony, to wit:

George B.N.Sterling, 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 George B.N. Sterling, my age is 77 years, my residence is in Asbury District, Somerset County, Maryland, near the Town of Crisfield, and by 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 of the complainants in this cause, and I am acquainted with all the other parties to this suit. The complainant, John E.N. Sterling, resides in the State of Virginia, the defendant, Adella B.Sterling, resides in Worcester County, Maryland, and all the other parties to this suit reside in Somerset County in

in the State of Maryland.

Int.3. Were you not acquainted with William H. Sterling? If so, is he living or dead? if dead, when did he die? Did he or not leave a last will and testament?

Ans. I was of course well acquainted with the said William H. Sterling. He is dead, having died in the moth of July, nineteen hundred and fifteen. The said William H. Sterling was my borther. At the time of his death he lived at Cape Charles, Northampton County, Virginia. He left a last will and testament which was duly admitted to probate in the office of the Clerk of the Circuit Court for Northampton County, Virginia, and a duly exemplified copy of said last will and testament of the said William H. Sterling has been duly filed in the Orphans Court for Somerset County, Maryland. The paper now shown me, marked Exhibit "A" is a duly certified copy of the last will and testament of the said William H. Sterling. By said last will and testament the said William H. Sterling devised and bequeathed his estate as follows" I give and bequeath all my estate, both real and personal, wherever situated, to my wife, Mary E. Sterling, for and during the term of her natural life, and at her death, to my legal heirs at my death.

Int.4. Please state whether or not the said William H. Sterling left any children or descendants, and please state who were his legal heirs living at the time of his death?

Ans. The said William H. Sterling left no children or descendants, but left as his only legal heirs living at his death, the following, namely, myself, George B.N.Sterling a brother, who married Emma C. Sterling, Albert W. Sterling, a brother, who married Hettie Sterling, Sarah A. Lawson, a dister, who is a widow, Mary L. Nelson, a sister who is a widow, John E. N. Sterling, a borther, who is a widower, Edna J.Sterling, a sister, who is unmarried, Christopher C. Sterling, a brother (now deceased,) who married Lillian Sterling, and James L. Sterling, a borther (now deceased), who married Adella B. Sterling. The said James L. Sterling departed this life, intestate, since the death of the said William H. Sterling, leaving no children or descendants, but leaving as his only heirs at law his widow, the said Adella B.Sterling and myself, George B.N.Sterling, a brother, the said Albert W. Sterling,a brother the said Mary L. Nelson, a sister, the said Sarah A. Lawson, a sister, the said Edna J. Sterling, a sister, the said John E.N. Sterling, a borther, and the said John E.N. Sterling, a brother, and the said John E.N.Sterling, a brother. The said Christopher C. Sterling departed this life, intestate, on or about the seventh day of December, nineteen hundred and twenty-nine, leaving surviving him as his only heirs at law, who are still living his widow, the said Lillian Sterling, and Christopher C. Sterling, a son (who married Sallie Sterling), and Nelson Sterling,a son, who is an infant under the age of twenty-one years. All the other parties to this suit are above the age of twenty-one years.

Int.5, Pleace state whether or not the said Mary E. Sterling, widow of the said William H. Sterling, is living or dead, and if dead, when did she die?

Ans. The said Mary E. Sterling, widow of the said William H. Sterling, is dead. She died in February, nineteen hundred and twenty-seven.

Int.6, Please state whether or not the said William H. Sterling at the time of his death was seized and possessed of any real estate in Somerset County, in the State of Maryland, If so, where is said real estate located, and what in your opinion is its value?

Ans. The said William H. Sterling at the time of his death was seized and possessed of four lots or parcels of land in Asbury District, Somerset County, in the State of Maryland, on the West side of a road known as State Avenue, each lot fronting fifty feet on said State Avenue, being the same and all the real estate conveyed unto the

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said William H. Sterling by The Dixie Realty Company, a corporation, by deed bearing date the tenth day of October, nineteen hundred and elven, and recorded among the Land Records of Somerset County, Maryland, in Liber S.F.D.No.58, folio 289 etc.,

I should think the four lots worth from six hundred to a thousand dollars,

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? Give your reasons for your opinion?

Ans. The said real estate is not susceptible of partition among the 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 said real estate be sold, and the proceeds divided among them according to their respective interests. There are only four small building lots, and quite a number of heirs owning different interests, and it is not possible to divide the land among them.

Court Question.

Ans. I know nothing further.

Witness: George B.N.Sterling

E. P. Wyatt.

Albert W. Sterling, 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 Albert W. Sterling, my age is 69 years, my residence is Crisfield, Maryland and my occupation is clerk in wholesale meat store.

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. The complainant, John E.N.Sterling lives at Cape Charles, Virginia, the defendant, Adella B. Sterling, lives in Snow Hill, Worcester County, Maryland, and all the other parties to this suit live in Somerset County, Maryland,

Int.3. Were you or not acquainted with William H. Sterling? If so, is he living or dead? If dead, when did he die? Did he or not leave a last will and testament?

Ans. Yes, I was well acquainted with the said William H. Sterling, He is dead, having died in the month of July, nineteen hundred and fifteen. At the time of his death he lived at Cape Charles, Virginia. The said William H. Sterling left a last will and testament which was admitted to probate in Northampton County, Virginia, and a duly authenticated copy of said last will and testament has been filed in the Orphans Court for Somerset County, Maryland. The paper marked Exhibit "A", now shown me, is a certified copy of the last will and testament of the said William H. Sterling. By said last will and testament the said William H. Sterling devised and bequeathed all his estate, both real and personal, wheresoever situated to his wife, Mary E. Sterling, for and during the term of her natural life, and at her death to his legal heirs at his death.

Int.4. Please state whether or not the said William H. Sterling left any children or descendants, and please state who were his legal heirs living at the time of his death?

Ans. The said William H. Sterling left no children or descendants, but left as his only heirs at law living at the time of his death, George B.N.Sterling, a brother, who married Emma C. Sterling, myself, Albert W. Sterling, a brother, who married Hettie Sterling, Sarah A. Lawson, a sister, who is a widow, Mary L. Nelson, a sister, who is a widow, John E.N.Sterling, a brother, who is a widower, Edna J. Sterling, a sister, who is unmarried, Christopher C. Sterling, a borther (now deceased), who married Lillian Sterling and James L. Sterling, a borther (now deceased,) who married Adella B. Sterling, The same James L. Sterling departed this life, intestate, since the death

of the said William H. Sterling, leaving no children or descendants, but leaving as his only heirs at law his widow, the said Adella B. Sterling, George B.N.Sterling, a brother, Albert W. Sterling, a brother, Mary L. Nelson, a sister, Sarah A. Lawson, a sister, Edna J. Sterling, a sister, John E.N. Sterling, a brother, and the said Christopher C.Sterling, a brother. That the said Christopher C. Sterling departed this life, intestate, on or about the seventh day of December, nineteen hundred and twenty-nine, leaving surviving him as his only heirs at law, who are still living, his widow, the said Lillian Sterling, and Christopher C. Sterling,Jr., a son (who married Sallie Sterling) and Nelson Sterling, a son, The said Nelson Sterling, is an infant under the age of twenty-one years, while all the other parties to this suit, are above the age of twenty-one years.

Int.5. Please state whether or not the said Mary E. Sterling, Widow of the said William H. Sterling, is living or dead, and if dead, when did she die?

Ans. The said Mary E. Sterling, widow of the said William H. Sterling, is dead, having died in the year nineteen hundred and twenty-seven.

Int.6. Please state whether or not the said William H. Sterling at the time of his death 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. At the time of his death the said William H. Sterling owned four lots of land in Asbury District, Somerset County, Maryland, on the West side of a road known as State Avenue, Each of said lots is fifty feet front, and is the same real estate conveyed unto the said William H. Sterling by The Dixie Realty Company. I should think the four lot worth from six hundred to a thousand dollars.

Int.7. Please state whether or not the said real estate, in your opinion, is susceptible of partition among the parties entitled to interests therein without material loss and injury to them? Give your reasons for your opinion?

Ans. In my opinion the said real estate is not susceptible of partition among the parties entitled to interests therein without material loss and injury to them. In order to make a division of said interests it will be necessary that the said real estate be sold, and the proceeds of the sale divided among them. On account of the different interests owned by the parties entitled thereto, and the number of such interests, it is impossible to divide the property among the parties interested.

Court Question.

Ans. I know nothing further.

Witness: Albert W. Sterling

E. P. Wyatt

There being no further witnesses present to be examined, and at the suggection of the Solicitor for the Complainant, the papers are herewith, returned to Court, and I further certify the annexed bill of costs is correct.

Bill of costs.

Examiner $4.00.

Witness my hand and seal:

Edward P. Wyatt, (SEAL)
Examiner in Chancery

Exhibit"A" filed in said testimony as follows:

I, William H. Sterling, of Northampton County, Virginia, do make this my last will and testament.

I devise and bequeath all my estate, both real and personal, wherever situated, to my wife, Mary E. Sterling, for and during the term of her natural life, and at her death, to my legal heirs living at my death.

I appoint my brother, John E.N.Sterling, Executor of this my last will and testament,and

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request that the Court before which he may qualify will not require any bond of him as such.

Given under my hand this second (2nd) day of July, in the year nineteen hundred and fifteen (1915).

Signed and published by William H. Sterling as and for his last will, in the presence of us, who, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:

William H. his X mark Sterling

Virginia L. Harris,

Yates M. Barber,

Frank Gsumd.

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Northampton, on the 23rd day of July, A.D.,1915.

A writing purporting to be the last will and testament of William H. Sterling, late of this County, deceased, was this day produced, before the Clerk of said Court by John E.N.Sterling, and offered for probate. And thereupon, Frank Gsumd, one of the subscribing witnesses thereto, was sworn and testified that the testator acknowledged, published and declared the said will to be his last will and testament in the presence of himself, Virginia L. Harris and Yates M. Barber, the other subscribing witnesses thereto, and that they, at his request, in his presence and in the presence of one another, subscribed their names as witnesses thereto, whereupon it is considered that the said will has been duly and fuly proved, and it is ordered that the same be recorded.

And on motion of John E. N. Sterling, the Executor named in said will, who made oath as the law directs and entered into and acknowledged a bond in the penalty of Thirty Thousand 00/100 dollars, ($30,000.) but without surety, it being expressly stipulated in said will that none be required, which said bond is ordered to be recorded, and a certificate is granted the said John E.N. Sterling for obtaining probate of said will in due form.

Teste: Geo. T. Tyson, Clerk.

Commonwealth of Virginia, Circuit Court of the County of Northampton, to wit:

I, Geo. T. Tyson, Clerk of the said Court, do hereby certify that the writings annexed to this certificate are true and correct copies of the originals on file and of record in my office and that said originals together constitute the records of the proceedings of said Court in this cause.

In testimony whereof I hereunto set my hand and the seal of said Court, this 25th day of February, A.D., 1930.

(SEAL) Geo. T. Tyson, Clerk.

I, N.B. Wescott, Judge of the Circuit Court of Northampton County, Virginia, do certify that Geo. T. Tyson, who executed the foregoing attestation, is the Clerk of the said Court duly commissioned and qualified, and the said attestation is in due form of law by the proper officer.

In testimony whereof, I hereunto set my hand and seal, this 25th day of February, A.D., 1930.

N. B. Wescott, Judge (SEAL)

I, Geo. T. Tyson, Clerk of said Court, hereby certify that the Honorable N.B.Wescott,whose genuine signature is here subscribed to the following certificate, was, at the time of signing and attesting the same, Judge of said Court, duly commissioned and qualified.

In testimony whereof I hereunto set my hand and the seal of said Court this 26th day of Februaty, A.D., 1930.

(SEAL) Geo. T. Tyson, Clerk.

Filed for record March 11, 1930, and recorded in Liber F.E.D.No.33, folios 153 & 154.

Test: Florence E. Dryden, Reg. W.S.Co.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 authenticated copy of the Last Will and Testament of William H. Sterling, deceased, taken from Liber F.E.D.No.33, folios 153 & 154, 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 first day of May, in the year of our Lord nineteen hundred and thirty.

Seal of Court.

Florence E. Dryden,
Register of Wills for Somerset County.

And thereafter, to wit, on the 18th day of June, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| George B. N. Sterling and others | ) | |
| Vs. | ) | In Equity, |
| Lillian Sterling and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | No.4230 Chancery. |

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

It is thereupon this 18th day of June, in the year nineteen hundred and thirty 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 proceeding 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 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 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 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 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

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shall appear to have discharged his trust.

Robt. F. Duer, Judge.

And thereupon the said Clarence P. Lankford, 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, 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 Twelve 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 18th day of July, in the year nineteen hundred and thirty.

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 mentioned in the proceedings in the case of George B.N. Sterling and others against Lillian Sterling and others now pending in said Court.

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 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)

Benj. F. Sterling Lorie C. Quinn, Sr., (SEAL)

Edward P. Wyatt (SEAL)

Which said Bond was thus thereon endorsed, to wit:

The above bond approved this 19th day of July, in the year nineteen hundred and thirty.

Geo. W. Lawson, Clerk.

And thereafter, to wit, on July 29th, 1930, 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 B.N. Sterling and others. | ) | No.4230 Chancery, |
| Vs. | ) | In the Circuit Court |
| Lillian Sterling 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, bearing date the eighteenth day of June, in the year nineteen hundred and thirty, 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 twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times," a newspaper published in said Somerset County, he did, pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Somerset County, Maryland, on Saturday, the nineteenth day of July, in the year nineteen hundred and thirty, 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 William H. Sterling, late of Northampton County, Virginia, died seized and possessed, in manner following, that is to say:

Your trustee first 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,

on the West side of the road known as State Avenue, fronting fifty feet on said State Avenue, and which is laid down and described as Lot No. Five (5) on the plat of the real estate of The Dixie Realty Company, a body corporate, filed with, and as a part of, a deed from the said The Dixie Realty Company to Henry S. Moore, bearing date the tenth day of October, in the year nineteen hundred and eleven, and recordee among the Land Records of Somerset County, in Liber S.F.D.No.58, folio 188 etc, and is a part of the real estate conveyed unto the said William H. Sterling by the said The Dixie Realty Company, a body corporate, by deed bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among the said Land Records in Liber S.F.D.No.58, folio 289 etc, together with all rights of way belonging or appurtenant to said lot or parcel of land, whereupon Edna J. Sterling of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of One Hundred and Twenty-five Dollars ($125.00) all of which has been paid by the said purchaser 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 Asbury District, County and State aforesaid, on the West side of said road known as State Street, fronting fifty (50) feet on said State Avenue, and which is laid down and described as Lot No. Six (6) on the aforesaid plat, and is a part of the real estate conveyed unto the said William H. Sterling by the said The Dixie Realty Company, a body corporate, by the aforesaid deed bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among said Land Records in Liber S.F.D.No.58, folio 289 etc, together with all rights of way belonging or appurtenant to the said lot or parcel of land, whereupon Mary L. Nelson and John L. Nelson of said Somerset County, being the highest and best bidders therefor, became the purchasers thereof, as joint tenants at and for the sum of One Hundred and Twenty-five Dollars ($125.00), all of which has been paid by the said purchaser 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 Asbury District, County and State aforesaid, on the West side of said road known as State Avenue, fronting fifty (50) feet on said State Avenue, and which is laid down and described as Lot No. Seven (7) on the aforesaid plat, and is a part of the real estate conveyed unto the said William H. Sterling by the said The Dixie Realty Company, a body corporate by the aforesaid deed bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among the said Land Records in Liber S.F.D.No.59, folio 289 etc, together with all rights of way belonging or appurtenant to said lot or parcel of land, whereupon George B.N. Sterling, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of One Hundred and thirty dollars ($130.00) all of which has been paid by the said purchaser 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 Asbury District, County and State aforesaid, on the West side of the said road known as State Avenue, fronting fifty (50) feet on said State Avenue and which is laid down and described as Lot No. Eleven (11) on the aforesaid plat, and is a part of the real estate conveyed unto the said William H. Sterling by the said The Dixie Realty Company, a body corporate, by the aforesaid deed bearing date tenth day of October, in the year nineteen hundred and eleven, and recorded among said Land Records in Liber S.F.D.No.58, folio 289 etc, together with all rights of way belonging or appurtenant to the said lot or parcel of land, whereupon Mary L. Nelson and John L. Nelson, of said Somerset County, being the highest and best bidders therefor, became the purchasers thereof, as joint tenants at and for the sum of Two Hundred and Twenty-five Dollars ($225.00), all of which has been paid by the said purchasers 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.

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State of Maryland, Somerset County, to wit:

I hereby certify that on this 29th day of July, in the year nineteen hundred and thirty, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, Trustee, named in the aforegoing 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 sales therein reported were fairly made.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| George B.N. Sterling and others. | ) | No.4230 Chancery, |
| Vs. | ) | In the Circuit Court |
| Lillian Sterling and others. | ) | For Somerset County. |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 29th day of July, nineteen hundred and thirty, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, trustee appointed by a decree to make said sales, be ratified and confirmed, unless cause to the contrary thereof be shown in or before the 1st day of September, next, 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 1st day of September, next.

The report states the amount of sales to be $605.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 11th day of September, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| George B.N. Sterling and others. | ) | No.4230 Chancery, |
| Vs. | ) | In the Circuit Court for |
| Lillian Sterling and others. | ) | Somerset County. |
| | ) | |

Ordered by the Circuit Court for Somerset County, this 11th day of September, nineteen hundred and thirty, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, trustee appointed by a decree of this Court to make said sales, 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.

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: Geo. W. Lawson, Clerk.

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

The Cohn & Bock Company
Vs.
Amelia Johnson and others.

) Be it remembered that hereto-
) fore, to wit, on the 24th day of
) September, 1929, a certain The
) Cohn & Bock Company by H.Fillmore
Lankford, his solicitor exhibited

and filed in the Circuit Court here a bill of complaint against Amelia Johnson, Anthony Johnson and Lewis Johnson, which said bill of complaint is in the words following, to wit:

In the Circuit Court for Somerset County, in Equity:

The Cohn & Bock Company,
a body corporate.

Vs.

Amelia Johnson, Anthony Johnson and Lewis Johnson.

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

The plaintiff, a body corporate, which sues as well for itself as for all other creditors of James Johnson, late of Somerset County, Maryland, deceased, who will come in and contribute to the costs and expenses of this suit,complaining, says:

1st. That the said James Johnson died, intestate, sometime in the year 1929, and that at the time of his death the said James Johnson was indebted to the plaintiff on a promissory note dated the 17th day of December, 1926, for the sum of one hundred and seventy-five dollars, payable sixty days after date, with interest from date, upon which said note there was due and unpaid at the time of the death of the said James Johnson the sum of one hundred and nineteen dollars with interest from the 5th day of April, 1928, which said note as herewith filed as a part of this bill of complaint, and is marked " Exhibit A" and that at the time of his death, the said James Johnson was indebted to other persons in various sums of money.

2nd. That the said James Johnson left no personal estate of any value, and no administration has been granted upon his personal estate, and said personal estate is not sufficient to pay the debts due and owing by him at the time of his death.

3rd. That the said James Johnson at the time of his death owned several parcels of real estate in St. Peters District, in Somerset County, Maryland,

4th. That the said James Johnson left surviving him no father, mother, child or descendant, and that his only heirs at law are the following named persons:

(1) His widow, Amelia Johnson, (2) Anthony Johnson, a son of Dennis Johnson, the said Dennis being a brother of the said James Johnson and having predeceased the said James Johnson, and (3) Lewis Johnson, a son of Frank Johnson, the said Frank Johnson being a son of the said Dennis Johnson, and having predeceased the said James Johnson.

5th. That the said Amelia Johnson, Anthony Johnson and Lewis Johnson are all of the full age of twenty-one years, and the said Amelia Johnson and Anthony Johnson reside in Somerset County, Maryland, and the said Lewis Johnson is not a resident of the State of Maryland, and resides in the State of Delaware.

To the end, therefore,

First: That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the claims of the plaintiff and other creditors of the said James Jones.

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 Amelia Johnson and Anthony Johnson, adults residing in Somerset County, Maryland, commanding them and each of them to be and appear in this Court, on some certain day to be named therein, in person or by solicitor, 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 Lewis Johnson, adult, and a non-resident of the State of Maryland, of the object and substance of the bill of complaint, and warning him to be and appear in this Court, in person or

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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.,

H. Fillmore Lankford,
Solicitor 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 to wit:

Maryland, Somerset County, to wit:

The State of Maryland, to Amelia Johnson, Anthony Johnson 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 November next to answer the complaint of The Cohn & Bock Company, a body corporate against you and another in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of September Anno Domini 1929.

Issued the 26th day of October, Anno Domini 1929.

Per Order,

Geo. W. Lawson, Clerk.

The return of said writ as follows:

Non Est,

A. L. Murrell, Sheriff.

Maryland, Somerset County, to wit:

The State of Maryland, To Amelia Johnson, Anthony Johnson 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 The Cohn & Bock Company, a body corporate against you and another 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 November, Anno Domini 1929.

Issued the 12th day of November, Anno Domini 1929.

Seal of Court.

Per Order,

Geo. W. Lawson, Clerk.

The return of said writ as follows:

Summoned and copy left Amelia Johnson, Non-est, Anthony Johnson,

A. L. Murrell, Sheriff.

Maryland, Somerset County, to wit:

The State of Maryland, To Anthony Johnson 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 Cohn & Bock Company, a body corporate against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable, John R. Pattison, Cheif Judge of the First Judicial Circuit of Maryland, the 4th day of November, Anno Domini 1929.

Issued the 26th day of December Anno Domini 1929

Seal of Notary.

Per Order,

Geo. W. Lawson, Clerk.

The return of said writ as follows:

Summoned and copy of subpoena left with defendant,

A. L. Murrell, Sheriff.

And thereafter to wit, on January 24th, 1930, the following Answer of Lewis Johnson was filed:

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate. | ) | No.4185 Chancery, |
| Vs. | ) | In the Circuit Court |
| Amelia Johnson, Anthony Johnson and Lewis Johnson. | ) | For Somerset County, Maryland. |

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

The answer of Lewis Johnson to the bill of complaint of The Cohn & Bock Company, a body corporate, exhibited against him and others in the above entitled cause;

This defendant, answering, says, that he admits that James Johnson, mentioned in the bill of complaint was indebted to the plaintiff as alleged in said bill of complaint, and he admits that the said James Johnson left no personal estate of any value, and that no administration has been granted upon his personal estate, and that the said James Johnson at the time of his death owned real estate in St. Peters District, Somerset County, Maryland, and he further admits all the allegations contained in the bill of complaint, and hereby consents that the Court shall pass such a decree as may be proper in the premises.

And as in duty bound etc.,

Witness: Louis Johnson

Kathleen Ford

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of October, 1929, personally appeared before me Lewis Johnson, one of the defendants in the above entitled cause, and signed the foregoing answer in my presence and admitted all the matters and things alleged in the bill of complaint in said cause to be true and correct.

In testimony whereof I hereto subscribe my name and affix my Notarial Seal the day and year aforesaid.

Seal of Notary. Kathleen Ford, Notary Public.

And thereafter to wit on January 24th, 1930, the following Petition of Plaintiff, decree pro confesso against Amelia Johnson and Anthony Johnson, and leave to take testimony was filed:

| | | |
|---|---|---|
| The Cohn & Bock Company | ) | No.4185 Chancery, |
| Vs. | ) | In the Circuit Court |
| Amelia Johnson and others. | ) | For Somerset County, |
| | ) | Maryland. |

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

The petition of the plaintiff respectfully represents:

1st. That the defendant, Lewis Johnson, has filed an answer to the bill of complaint, admitting the allegations therein contained, and consenting to such decree as may be proper in the premises.

2nd. That the defendant, Amelia Johnson, was summoned to appear on the 1st Monday of December, 1929, to answer the bill of complaint, but has not appeared or answered, although the time limited by law and the rules of this Court for answering has passed.

3rd. That the defendant, Anthony Johnson, was summoned to appear on the 1st Monday of January, 1930, to answer the bill of complaint, but has not appeared or answered, although the time limited by law and the rules of this Court for answering has passed.

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The plaintiff therefore prays that the bill of complaint may be taken pro confesso against the said Amelia Johnson and Anthony Johnson, and that the plaintiff may have leave to take testimony in said cause.

And as in duty bound etc.,

H. Fillmore Lankford,
Solicitor for the Plaintiff.

Upon the foregoing petition, it appearing that the defendant Lewis Johnson has answered, and that the defendants Amelia Johnson and Anthony Johnson have been duly summoned, but have not appeared or answered the bill of complaint within the time limited by law and the rules of this Court, it is thereupon this 24th day of January, nineteen hundred and thirty, 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 Amelia Johnson and Anthony Johnson, 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 June 7th, 1930, 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:

| | | |
|---|---|---|
| The Cohn & Bock Company | ) | No.4185 Chancery, |
| Vs. | ) | In the Circuit Court |
| Amelia 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 Monday, June 2, 1930, I did take the following deposition, that is to say:

Anthony Johnson, a witness of lawful, age being first duly sworn, deposing says:

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

Ans. Anthony Johnson, age 55 years, residence Venton, Somerset County, Maryland, occupation laborer.

Int,2. Do you know the parties to this suit and if so, how long have you known them and where do they reside? State their ages?

Ans. I do know the parties to this suit. I am one of the defendants, Amelia Johnson resides in Somerset County, Maryland, Lewis Johnson is a non-resident of the State of Maryland, and resides in the State of Delaware. All of the defendants are of the full age of 21 years.

Int.4. Do you know James Johnson? If yea, is he living or dead? If dead, when did he die and did he or not die intestate?

Ans. I did know James Johnson. He died intestate some time in the year 1929, intestate.

Int.5. State whether or not James Johnson owed any debts at the time of his death?

Ans. He did. Among others he owned The Cohn & Bock Co., He also owed Mr. Ralph Cullen and he also had some notes in the People's Bank.

Int.6. State whether or not the said James Johnson left any personal estate and if any administration has been granted on his personal estate?

Ans. His personal estate was of very small value and no administration has ever been granted. It was not even sufficient to pay his funeral expenses.

Int.7. State what real estate James Johnson owned at the time of his death and describe it and state its value?

Ans. At the time of his death, James Johnson owned four acres of land in St. Peter's District, Somerset County, Maryland, improved by a dwelling house. This property was his home place and was conveyed to him by two deeds, one from Handy Smith and wife, dated the 20th day of June, 1891, recorded among the land records of said County in Liber H.F.L.No.9, page 371 and the other from Samuel S. Sudler and wife dated the 21st day of October, 1878, recorded among said records in Liber B.F.L.No.5, page 283. In my opinion this property is worth about $400.00. He also owned an half interest in one and a half acres which was conveyed to Julius Johnson, his brother, by Samuel S.Sudler and wife by deed the 27th day of October, 1874, recorded in Liber L.W.No.15, folio 133. The other half interest in this lot is owned by Lewis Johnson and myself. His interest in this lot of land is worth $35.00 to $50.00.

Int.8. State if you can who are the heirs at law of the said James Johnson?

Ans. James Johnson left surviving him no father, mother, child or descendants, and the following named persons are his only heirs at law, (1) widow, Amelia Johnson, (2) Anthony Johnson, myself, a son of Dennis Johnson, the said Dennis having been a brother of the said James Johnson and having died before the said James Johnson and (3) Lewis Johnson, a son of Frank Johnson, the said Frank Johnson being a son of the said Dennis Johnson and having died in the life time of the said James Johnson.

Int.9. Did you know Julius Johnson? If yea is he living or dead, and if dead, when did he die and did he or not die intestate?

Ans. I knew Julius Johnson. He was my uncle. He died before either Dennis Johnson or James Johnson, intestate, His heirs at law were the said Dennis and James Johnson. Dennis Johnson died intestate and Lewis Johnson and I, Anthony Johnson, were his only heirs at law. Dennis Johnson was my father. He died intestate and his only heirs was myself, and Lewis Johnson, the son of Frank Johnson, Frank Johnson was the son of the said Dennis.

Court question and answer: "Nothing more."

Test: Anthony Johnson.
Harry C. Dashiell,
Exm.

Alvah N. Gibbons, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Alvah N. Gibbons, age 56 years, residence, Princess Anne, Maryland, occupation bookkeeper for The Cohn & Bock Co.,

Int.2. Did you know James Johnson? If so, is he living or dead?

Ans. I knew James Johnson. He is dead.

Int.3, Look at the paper marked Exhibit "A" and state what you know about it?

Ans. (Exhibit A" here shown witness).
Exhibit "A" is a note for $175.00 payable to The Cohn & Bock Company, dated Dec.17, 1926. The signature James Johnson was made in this way. I wrote the words James Johnson. James Johnson touched the pen, made his mark and I signed as a witness to the note.

Int.4. State whether or not said note has been paid, and if not, what has been paid thereon?

Ans. This note has not been paid in full. Some payments have been made on account of both principal and interest. The amount now due on said note is $119.00 with interest from Dec.31, 1928.

Court question and answer:

"I know nothing further."

Test: Alvah N. Gibbons,

Harry C. Dashiell, Exm.,

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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 6th day of June, 1930.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell, | Examiner | $4.00 |
| Alvah N. Gibbons | Witness | .75 |
| | | $4.75 |

Exhibit "A" referred to in the foregoing Testimony is in the wordsufollowing to wit:

$175.00. Dec.17th, 1926.

Sixty days after date, for value received we jointly and severally promise to pay to The Cohn & Bock Co., or order One Hundred and seventy-five dollars at the Bank of Somerset of 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 I/we hereby authorize and empower any Attorney of record to appear for me, 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 thereon, 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 with interest.

Test: James his X mark Johnson
A. N. Gibbons. Amelia Ellen Johnson

Credits:

Oct.29, 1928. Jim Johnson

| | | |
|---|---|---|
| $141.60 | 1 mo | $.72 |
| 138.60 | 3 " | 2.07 |
| 133.60 | 6 " | 4.00 |
| 123.60 | 2 " | 1.23 Pd.11/7/ |

Int. to Dec. 31st, 1928 $8.02

Note Face $123.60
5/4/28 Cr. 4.60 & Int. $3.90
Face of Note Now. $119.00

| | |
|---|---|
| 2/12. | $6.00 |
| 11/2. | 10.00 |
| 7/6. | 6.40 |
| 9/4. | 5.00 |
| 10/8. | 6.00 |
| | $33.40 |

Jan.7, 1928.
Balance $141.60
Int.to 15th, 1928.....$10.71
Jan.14, 1928. Cost. $3.00
April 3rd. " 5.00
Oct.29,1928 " 10.00

And thereafter, to wit, on the 18th day of June, 1930, the Circuit Court here passed the following decree in the premises, to wit:

| | |
|---|---|
| The Cohn & Bock Company, a body corporate. | ) In Equity, |
| Vs. | ) In the Circuit Court |
| Amelia Johnson and others. | ) For Somerset County. |
| | ) No.4185 Chancery. |

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

It is thereupon this 18th day of June, in the year nineteen hundred and thirty, 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 of which James Johnson, late of Somerset County, deceased, died seized, be sold.

That H. Fillmore Lankford be, and he is hereby appointed trustee to make such sale, the course and manner of his proceeding 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 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 six months from day of sale, 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, accordingly to law, convey to the purchaser of 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 turstee as the Court shall think proper to allow on consideration of the skill, attention, and fidelity, wherewith he shall appear to have discharged trust.

And at the time of advertising said sale or sales, the said trustee directed to give notice to the creditors of the said James Johnson 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.

Robt. F. Duer,
Judge of said Court.

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 the "Fidelity and Deposit Company of Maryland," a body corporate, surety, are held and firmly bound unto the State of Maryland, in the sum of five hujdred 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 17th day of July, nineteen hundred and thirty.

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 The Cohn & Bock Company, a body corporate, against Amelia Johnson, Lewis Johnson and Anthony Johnson, the same being No.4185 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 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 future decree or order in the premises, then the above obliga-

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tion 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, 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)

Corporate Seal.

Fidelity and Deposit Company of Maryland, a body corporate 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 in Liber W.J.S.No. 91, folio 35.

Witness:

Kathleen Ford

Which said Bond was thus thereon endorsed to wit:

The within bond and surety are hereby approved,

Geo. W. Lawson, Clerk.

And thereafter to wit, on July 22nd, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate. | ) | No.4185 Chancery, |
| Vs. | ) | In the Circuit Court |
| Amelia Johnson, Anthony Johnson and Lewis Johnson. | ) | 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 twenty days previous notice of the time, place, manner and terms of sale by advertisement in the The Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by handbills 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 22nd day of July, 1930, 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 St. Peters District, Somerset County, Maryland, containing four acres, more or less, of which James Johnson, late of Somerset County, deceased, died seized, upon which the said James Johnson resided, including the land which was conveyed to the said James Johnson by Handy Smith and wife by deed dated the 20th day of June, 1891, recorded among the land records of said county in Liber H.F.L.No.9, folio 371 etc, and the land which was conveyed to the said James Johnson by Samuel S. Sudler, and wife by deed dated the 21st day of October, 1878, recorded among said records in Liber B.F.L.No.5, folio 283 etc, improved by a dwelling house, and sold the same to Omar J. Croswell, he being then and there the highest bidder therefor at and for the sum of three hundred and ninety-five dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the trustee.

He then offered the one-half undivided interest of the said James Johnson in and to all that lot of land in St. Peters District, Somerset County, Maryland, containing one and one-half acres, more or less, which was conveyed to Julius Johnson, the brother of the said James Johnson by Samuel S. Sudler and wife by deed dated the 27th day of October, 1874, recorded among said records in Liber L.W.No.15, folio 133 etc, and which said half interest in said land the said James Johnson inherited from the said Julius Johnson, who died intestate, and sold the same to

E. Herrman Cohn, he being them and there the highest bidder therefor at and for the sum of five dollars, and thesaid 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 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 22nd day of July, nineteen hundred and thirty, 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 sales therein reported were fairly made.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate. | ) | No.4185 Chancery, |
| Vs. | ) | In the Circuit Court |
| Amelia Johnson, Anthony Johnson and Lewis Johnson. | ) | For Somerset County. |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 22nd day of July, nineteen hundred and thirty 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 22nd day of August, 1930, 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 August, 1930.

The report states the amount of sales to be $400.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 30th day of August, in the year nineteen hundred and thirty 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:

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate. | ) | No.4185 Chancery, |
| Vs. | ) | In the Circuit Court |
| Amelia Johnson, Anthony Johnson and Lewis Johnson. | ) | For Somerset County. |

It having been proved to the Court 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 30th day of August, nineteen hundred and thirty, 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.

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: Geo. W. Lawson, Clerk.

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H. Fillmore Lankford,

Ex Parte.

Trust created by mortgage from Charles Spurgeon Webster and Lorena Webster, his wife, to the Bank of Somerset.

No.4262 Chancery.

) Be it remembered that heretofore to wit, on the 16th day of July, in the year nineteen hundred and thirty, a certain Charles Spurgeon Webster and wife of Somerset County and State of Maryland by H.Fillmore Lankford, his solicitor, exhibited and filed in the Circuit Court here, a certain mortgage executed and delivered to Charles Spurgeon Webster and wife by the Bank of Somerset of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 18th day of October, in the year nineteen hundred and twenty-four, by Charles Spurgeon Webster and Lorena Webster, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Charles Spurgeon Webster and Lorena Webster have this day borrowed from the "Bank of Somerset," a body corporate, the sum of eight hundred dollars, for which said sum the said Charles Spurgeon Webster and Lorena Webster have executed and delivered to said Bank of Somerset their promissory note, dated evenly herewith, payable to the said Bank of Somerset four months after date, and whereas for the purpose of further securing the payment of said sum this mortgage is executed.

Now therefore this Mortgage witnesseth that for and in consideration of the premises,the said Charles Spurgeon and Lorena Webster, his wife, do grant and convey and bargain and sell to the said Bank of Somerset, its successors and assigns, the following described property, namely:

First: All that lot or parcel of land, situate, lying and being on Deals Island, in Somerset County, Maryland, which was conveyed to the said Charles Spurgeon Webster by S. Lee Collier and wife by deed dated the 22nd day of September, 1913, recorded among the land records of said county in Liber S.F.D.No.63, folio 570 etc, on the road from the Upper Thoroughfare to the Lower Thoroughfare, containing one-quarter of an acre, more or less.

Second: All the right, title, interest and estate of the said Charles Spurgeon Webster in and to all that lot of land on Deals Island, Somerset County, Maryland, near the Steamboat Wharf, on Tangier Sound, which was sold to the said Charles Spurgeon Webster and Fred T.Webster by Johnnie Bennett, together with the oyster house, twenty by eighty-four feet, two stories high, on said lot of land,

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 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 Charles Spurgeon Webster and Lorena Webster 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 or assigns, or H. Fillmore Lankford, 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 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 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 existence of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least eight hundred dollars, and to cause the policy to be effected thereonto 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 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 said mortgagors.

Test: Chas. Spurgeon Webster (SEAL)

Samuel H. Sudler Lorena Webster (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th 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 Somerset County, personally appeared Charles Spurgeon Webster and Lorena Webster, his wife 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 perconally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is

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true and bona fide as therein set forth, and that he is the Vice-President of the Bank of Somerset, mortgagee in said mortgage, and the agent of said mortgagee, 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.

Seal of Notary. Samuel H. Sudler, Notary Public.

Received for record April 17th, 1925, and recorded in Liber W.J.S.No.89, folio 114 etc, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, That we, H. Fillmore Lankford, William B. Spiva and Samuel H. Sudler, 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 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, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of July, nineteen hundred and thirty.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Charles Spurgeon Webster and Lorena Webster, his wife, to the Bank of Somerset, a body corporate, dated the 18th day of October 1924, recorded among the land records of Somerset County in Liber W.J.S.No.89, folio 114 etc, is authorized upon default to sell the property in said mortgage mentioned and described, as attorney named in said mortgage, 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 virute in law.

Witness:

E. Walter Long

H. Fillmore Lankford (SEAL)
Wm. B. Spiva (SEAL)
Samuel H. Sudler (SEAL)

Which said bond was thus thereon endorsed to wit:

The within bond and sureties are hereby approved,

Geo. W. Lawson, Clerk.

And thereafter to wit, on the 14th day of August, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| H. Fillmore Lankford, Ex parte. | ) | No.4262 Chancery, |
| | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | Trust created by mortgage from |
| | ) | Charles Spurgeon Webster, and Lorena |
| | ) | Webster, his wife to the Bank of Somerset, a body corporate. |

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from Charles Spurgeon Webster and Lorena Webster, his wife, to the Bank of Somerset, a body corporate, dated the 18th day of October, 1924, recorded among the land records of Somerset County in Liber W.J.S.No.89, folio 114 etc, respectfully represents:

That after default had occurred in the conditions, covenants and provisions of said mortgage, and after having given 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 "Eastern Shore Republican," a weekly newspaper printed in said County and by handbill posted at the Court House door, in Princess Anne, in said County, he did, in pursuance of said notice attend at the Court House door, in Princess Anne, Maryland, on Tuesday, the 12th day of August, 1930, at or about the hour of 2.00 o'clock P.M., and then and there proceeded to sell at public auction certain real estate conveyed by and described in said mortgage as follows:

He offered all that lot of land on Deals Island, in Somerset County, in the State of Maryland, containing one-quarter of an acre, more or less, on the road leading from the Upper Thoroughfare, to the Lower Thoroughfare, being all the land which was conveyed to the said Charles Spurgeon Webster by S. Lee Collier and wife by deed dated the 22nd day of September,1913 recorded among said records in Liber S.F.D.No.63, folio 570 etc, improved by a dwelling house in good condition, and sold the same to the said "Bank of Somerset," a body corporate, the mortgagee, at and for the sum of seven hundred dollars, it being the highest bidder therefor, at and for said sum, 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 named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of August, nineteen hundred and thirty, 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 pf 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.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| | ) | No.4262 Chancery, |
| H. Fillmore Lankford, | ) | In the Circuit Court |
| Ex parte. | ) | For Somerset County, Maryland. |
| | ) | Trust created by mortgage from |
| | ) | Charles Spurgeon Webster and |
| | ) | Lorena Webster,his wife, to the |
| | ) | Bank of Somerset. |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 14th day of August, nineteen hundred and thirty, 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 15th day of September, 1930, 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 September, 1930.

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The report states the amount of sale to be seven hundred dollars.

Geo. W. Lawson, Clerk.

And now at this day to wit, on the 30th day of September, in the year nineteen hundred and thirty, comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as aforesaid, the Court here passed the following order, to wit:

| | |
|---|---|
| H. Fillmore Lankford, Ex Parte. | NO.4262 Chancery, In the Circuit Court For Somerset County, Maryland, Trust created by mortgage from Chas. Spurgeon Webster and wife to Bank of Somerset. |

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 30th day of September, nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, Attorney, and the sale of real estate by him reported, be and the same are hereby finally ratified and confirmed.

Robt. T. Duer,
Judge of said Court.

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: Geo. W. Lawson ,Clerk.

| | |
|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. Vs. Maude J. Ward and others., No.4224 Chancery. | Be it remembered that heretofore, to wit, on the 25th day of February in the year Nineteen hundred and thirty, a certain Bank of Crisfield a body corporate existing under the laws of the State of Maryland, by Clarence P. Lankford, his solicitor |

exhibited and filed in the Circuit Court here a bill of complaint against Maude J. Ward, Roland V. Ward, Jr., Wallace Lee Ward, and Maude J. Ward, Administratrix of Roland V. Ward, deceased, which said bill of complaint is in the words following, to wit:

| | |
|---|---|
| Bank of Crisfield, a body corporate, existing under the laws of the State of Maryland. Vs. Maude J. Ward, Roland V. Ward, Jr., Wallace Lee Ward, and Maude J. Ward, Administratrix of Roland V. Ward, deceased. | No.4224 Chancery, In the Circuit Court For Somerset County. |

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

The Bill of Complaint of the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, which sues as well for itself, as for all other creditors of Roland V. Ward, late of Somerset County, in the State of Maryland, dedeased, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That the said Roland V. Ward was in his lifetime indebted unto your orator, the said the "Bank of Crisfield," in the full and just sum of Two Hundred and Seventy-five dollars, on his certain promissory note (signed R. Van Ward) jointly with Maude J. Ward, drawn to the order of your orator, dated the seventh day of January, nineteen hundred and thirty, and payable

two months after date, as will more fully appear by reference to said promissory note, herewith filed, as a part of this bill, marked "Exhibit "A".

Second: That the said Roland V. Ward, being so indebted as aforesaid unto your orator, and also unto divers other persons, and leaving personal estate of small value, but leaving real estate of great value in the Town of Crisfield, and in Lawsons District, Somerset County, in the State of Maryland, departed this life, on the twenty-ninth day of January, nineteen hundred and thirty, intestate, leaving the following as his only heirs at law, who are still living, namely (a) the defendant, Maude J. Ward, his widow (b) the defendant, Roland V. Ward, Jr., a son, and (c) the defendant, Wallace Lee Ward, a son, all of whom reside in said Somerset County in the State of Maryland, the said Maude J. Ward being above the age of twenty-one years, and the said Roland V. Ward, Jr., and the said Wallace Lee Ward being infants under the age of twenty-one years.

Third: That administration of all and singular the personal estate of the said Roland V. Ward has lately been granted by the Orphans Court for said Somerset County unto the said Maude J. Ward, who has accepted said trust, as will more fully appear by reference to a certificate of letters of administration, herewith filed, as a part of this bill, marked Exhibit "B".

Fourth: That your orator is informed and alleges that the said personal estate of the said Roland V. Ward is not sufficient to pay the costs of administration and the debts owing by the said Roland V. Ward at the time of his death, and your orator is advised that the said personal estate in the hands of the said Maude J. Ward, Administratrix, ought to be applied to the payment of the claim of your orator, and the other creditors of the said Roland V. Ward, 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 thereof as may be necessary, of the real estate of the aforesaid Roland V. Ward, but your orator is unable to obtain adequate relief, 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 the said Roland V. Ward, 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 its 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 Maude J. Ward, Roland J. Ward, Jr., (infant), Wallace Lee Ward (infant) and Maude J. Ward, Administratrix of Roland V. Ward, deceased, 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 is in the words following, to wit:

$275.00 Crisfield, Md., Jan. 7th, 1930.

Two months after date we promise to pay to the order of Bank of Crisfield the sum of Two Hundred and Seventy-five 00/100 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 covenants 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 any interest that may be due thereon and the costs of suit, with 10% collection charges. And the maker and endorser each hereby waives

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demand, protest and notice of non-payment hereof

R. Van Ward

Due March 7, 1930. Maude J. Ward

Exhibit "B" referred to in the foregoing bill is in the words following, to wit:

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 Roland V. Ward, late of Somerset County, deceased, is hereby granted and committed unto Maude J. Ward, the Administratrix.

Witness, Elmer Horner, Esq., Chief Judge of the Orphans' Court for Somerset County, this 18th day of February, Anno Domini 1930.

Official Seal. Test: Florence E. Dryden, Register of Wills for Somerset County.

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 letters of administration granted unto Maude J. Ward, administratrix on the estate of Roland V. Ward, late of said county, deceased, taken from the original now on file and 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 twenty-fifth day of February, in the year of our Lord, nineteen hundred and thirty.

Official Seal. Florence E. Dryden, 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.

Maryland, Somerset County, to wit:

The State of Maryland, To Maude J. Ward and Maude J. Ward, Administratrix of Somerset County, Greeting: Your 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 Bank of Crisfield, a body corporate 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 6th day of January, Anno Domini 1930.

Issued the 25th day of February, Anno Domini 1930.

Seal of Court. Per Order, Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

To The State of Maryland, Roland V. Ward, Jr., Wallace Lee Ward, (both infants) 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 Bank of Crisfield, a body corporate 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 6th day of January, Anno Domini 1930.

Issued the 25th day of February, Anno Domini 1930.

Per Order;

Seal of Court. Geo. W. Lawson, Clerk.

At which said first Monday in March, in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, 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:

Summoned severally and copys of subpoena left with each Infant Defendant also copies of subpoena left with Maude J. Ward, mother of Infant defendants.

A. L. Murrell, Sheriff.

To the second of said writs:

Summoned severally and copy of subpoena left with each infant defendant, also copy of subpoena left with Maude J. Ward, mother of Infant defendants.

A. L. Murrell, Sheriff.

And thereafter to wit, on May 16th, 1930, the following Petition, order appointing guardian ad litem and answer of infants by guardian was filed, as follows:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery, |
| | ) | In the Circuit Court |
| Vs. | ) | |
| Maude J. Ward 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 Roland V. Ward, Jr., and Wallace Lee Ward, defendants in the above cause, have been duly summoned, and 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 Honors to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, in Equity, this 15th day of May, nineteen hundred and thirty, that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Roland V. Ward and Wallace Lee Ward infant defendants in the above cause.

Robt. F. Duer, Judge.

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate | ) | |
| existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| Vs. | ) | In the Circuit Court |
| Maude J. Ward and others. | ) | For Somerset County. |

The answer of Roland V. Ward, Jr., and Wallace Lee Ward, 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 the "Bank of Crisfield," a body corporate, 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 cannot 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 to wit, on the 16th day of May, in the year nineteen hundred and thirty, the following answer of Maude J. Ward, Administratrix of Roland V. Ward, deceased, was filed.

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| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery, |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Maude J. Ward and others. | ) | |

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

The answer of Maude J. Ward, Administratrix of Roland V. Ward, Jr., deceased, to the bill of complaint of the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, 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.

And as in duty bound etc.,

Maude J. Ward,
Administratrix of Roland V. Ward, deceased.

And thereafter to wit, on May 16th, nineteen hundred and thirty, the following answer of Maude J. Ward was filed:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Maude J. Ward and others. | ) | |

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

The answer of Maude J. Ward to the bill of complaint of the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, 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.

And as in duty bound etc.,

Maude J. Ward,

And thereafter on the 16th day of May, in the year nineteen hundred and thirty, the Petition and order to take testimony, was filed:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Maude J. Ward and others. | ) | |

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, Maude J. Ward, and the adult defendant, Maude J. Ward, Administratrix of Roland V. Ward, deceased, have been duly summoned to appear to the bill of complaint in this cause, and have answered said bill of complaint; that the infant defendants, Roland V. Ward, Jr., and Wallace Lee Ward, have been duly summoned to said bill of complaint, and have answered said bill of complaint by guardian ad litem specially appointed by this Court.

The complainant therefore prays your Honors to pass an order granting leave to the complainant to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| Vs. | ) | In the Circuit Court |
| Maude J. Ward and others. | ) | For Somerset County. |

It appearing in the above entitled cause that the adult defendant, Maude J. Ward, and the adult defendant, Maude J. Ward, Administratrix of Roland V. Ward, deceased, have been duly summoned to appear to the bill of complaint in this cause, and have answered said bill of complaint, that the infant defendants, Roland V. Ward,Jr., and Wallace Lee Ward, have been duly summoned to said bill of complaint, and have answered said bill of complaint by guardian specially appointed by this Court.

It is thereupon this 15th day of May, nineteen hundred and thirty, upon the foregoing petition, ordered by the Circuit Court for Somerset County, in Equity, 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 2nd day of June, in the year nineteen hundred and thirty, Edward P. Wyatt, 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:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| Vs. | ) | In the Cirduit Court |
| Maude J. Ward and others. | ) | For Somerset County. |

In this cause, an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland, 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 31st day of May, 1930, in Somerset County, aforesaid, I did take the following testimony, to wit:

Warren F. Sterling, 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 Warren F. Sterling, age 52 years, residence, Crisfield, Somerset County, Maryland and occupation banker.

Int.2. Are you acquainted with the parties to this suit? If so, where do they reside?

Ans. The complainant, the Bank of Crisfield, is located at Crisfield, Maryland, and I am president of the said the Bank of Crisfield. The defendants, Maude J. Ward, who is the widow of Roland V. Ward, deceased, and the defendants, Roland V.Ward, Jr., and Wallace Lee Ward, who are the only children of the said Roland V. Ward, deceased, and the said Maude J. Ward, the Administratrix of the said Roland V. Ward, deceased, all reside in Somerset County, Maryland, While I am not personally acquainted with the said Roland V. Ward,Jr., and the said Wallace Lee Ward, I know who they are.

Int.3. Were your or not acquainted with Roland V. Ward, 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 acquainted with Roland V. Ward, He is dead, having died the early part of

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the present year nineteen hundred and thirty, He died intestate.

Int.4. Please state whether or not the said Roland V. Ward, at the time of his death was indebted unto the Bank of Crisfield, the complainant in this case, and if so, how was he so indebted?

Ans. The said Roland V. Ward at the time of his death was indebted unto the Bank of Crisfield, the complainant in this cause, in the sum of two hundred and seventy-five dollars on his promissory note, signed by himself and his wife, Maude J. Ward, drawn to the order of the Bank of Crisfield, dated the second day of January, nineteen hundred and thirty, and payable two months after date. The paper now shown me, marked Exhibit "A" is the original of said promissory note. No part of said promissory note has been paid.

Int.5. Please state whether or not the said Roland V. Ward left any personal estate, and if so, what is its value, and whether or not there has been any administration granted on said personal estate?

Ans. The said Roland V. Ward left only a small personal estate, worth not to exceed five hundred dollars, and administration on said personal estate has been granted by the Orphans Court for Somerset County unto his wife, Maude J. Ward. The paper now shown me, marked Exhibit "B" is a certificate of such letters of administration.

Int.6. State whether or not the said Roland V. Ward owned any real estate at the time of his death? If so, where is the same located and what in your opinion is its value?

Ans. The said Roland V. Ward at the time of his death owned the house and lot on the West side of First Street in the town of Crisfield, Maryland, where he resided at the time of his death, also a lot of land improved by three small dwelling houses and a tract of woodland in Lawson's District, Somerset County, Maryland, containing, I am informed twenty acres, more or less. I am not very conversant with the values of these properties, but what I am told they are worth from six to seven thousand dollars.

Int.7. Please state who are the heirs at law of the said Roland V. Ward, and their ages?

Ans. The said Roland V. Ward left as his only heirs at law his widow, Maude J. Ward, and his two children, Roland V. Ward, Jr., and Wallace Lee Ward, the said Roland V. Ward, Jr., and Wallace Lee Ward being infants under the age twenty-one years.

Int.8. Please state whether or not the personal estate of the said Roland V. Ward is sufficient to pay the funeral expenses of the said Roland V. Ward, and the debts owing by him at the time of his death?

Ans. The personal estate of the said Roland V. Ward is not sufficient to pay the funeral expenses and the debts owing by him at the time of his death.

Court Question.

Ans. I know nothing further.

Witness: E. P. Wyatt. Warren F. Sterling

Maude J. Ward, 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 Maude J. Ward, my age is 36 years, my residence Crisfield, Maryland, and my occupation, house wife.

Int.2. Are you acquainted with the parties to this suit? If so, where do they reside?

Ans. The complainant, the Bank of Crisfield, is a corporation located at Crisfield, Maryland, I am oneof the defendants in my individually capacity, and also a defendant as Administratrix of the personal estate of my late husband, Roland V. Ward, I, as well as the other defendants, Roland V. Ward Jr., and Wallace Lee Ward, reside

in Crisfield, Somerset County, Maryland.

Int.3. Did you or not know Roland V. Ward? Is he living or dead. and if dead, when did he die? Did he or not die intestate?

Ans. Roland V. Ward was my husband. He is dead, having died on the twenty-ninth day of January, nineteen hundred and thirty. He left no will.

Int;4. Please state whether or not the said Roland V. Ward was indebted at the time of his death, and if so how was he so indebted?

Ans. At the time of his death the said Roland V. Ward was indebted unto the Bank of Crisfield, the complainant in this cause, in the sum of two hundred and seventy-five dollars, on his promissory note, jointly with myself, said promissory note being dated January seventh nineteen hundred and thirty, payable two months after date. The paper now shown me, marked Exhibit "A" is the original of said promissory note. He was also indebted unto The Marine Bank of Crisfield, in the sum of one thousand and fifty dollars, on his promissory note, jointly with myself, dated the second day of December, nineteen hundred and twenty-nine, payable two months after date, also indebted for funeral expenses, and for some other small debts.

Int.5. Please state whether or not the said Roland V. Ward left any personal estate? If so, what is its value? Please state whether or not there has been any administration granted on said personal estate?

Ans. The said Roland V. Ward left only a small personal estate, which has been appraised at three hundred and fifty dollars. Administration on said personal estate has been granted to me as Administratrix, The paper now shown me, marked "Exhibit "B" is a certificate of said letters of administration.

Int.6. Please state whether or not the said Roland V. Ward owned any real estate in Somerset County, Maryland, at the time of his death? If so, where is said real e state located, and what in your opinion is its value?

Ans. At the time of his death the said Roland V. Ward owned a tract of woodland in Lawson's District, Somerset County, Maryland, containing from twenty to twenty-five acres, located between Marion Station and Hopewell, he also owned the house and lot where he resided at the time of his death, located on the west side of First Street, in the town of Crisfield, in said Somerset County, and also a lot of land, improved by three tenement houses, located in said town of Crisfield South of Mount Pleasant Methodist Protestant Church. While I am not a judge of the value of real estate, I should think the entire property worth six to seven thousand dollars.

Int.7. Please state who are the heirs at law of the said Roland V. Ward, and their ages?

Ans. The said Roland V. Ward left surviving him, as his only heirs at law, who are still living, myself, Maude J. Ward, his widow, and two children, namely, Roland V.Ward, Jr., and Wallace Lee Ward, I, of course am above the age of twenty-one years, and the said Roland V. Ward, Jr., and Wallace Lee Ward are infants under the age of twenty-one years.

Int.8. Please state whether or not the said personal estate of the said Roland V. Ward is sufficient to pay the funeral expenses of the said Roland V. Ward and the debts owing by him at the time of his death?

Ans. The personal estate of the said Roland V. Ward is not sufficient to pay the funeral expenses of the said Roland V. Ward, and the debts owing by him at the time of his death.

Court Question.

Ans. I know nothing further.

Witness: Maude J. Ward

E. P. Wyatt.

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There being no further witnesses present to be examined, and at the suggestion of the Solicitor for the Complainant, the papers are herewith returned to Court, and I further certify the annexed bill of costs is correct.

Bill of costs:

Examiner----------$4.00

Witness my hand and seal:

Edward P. Wyatt, (SEAL)
Examiner in Chancery.

And thereafter, to wit, on the 9th day of June, in the year nineteen hundred and thirty, the said complainant by his solicitor aforesaid filed in Court here a petition and Order of Court, in the words following, to wit:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| Vs. | ) | In the Circuit Court |
| Maude J. Ward 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 this cause is a creditors bill for the purpose of procuring a decree for the sale of the real estate of Roland V. Ward, late of Somerset County, deceased, for the payment of so much of the debts of the said Roland V. Ward as shall remain unpaid after the application of the personal estate of the said Roland V. Ward, that the said real estate of thesaid Roland V. Ward is more than sufficiant to discharge the debts of the said Roland V. Ward, after the application of the said personal estate, that under the bill in this cause only so much of the real estate of the said Roland V. Ward can be sold as is sufficient to pay the debts owing by him, after the application of the said personal estate, that there has been filed in this Court by Maude J. Ward against Roland V. Ward, Jr., and Wallace Lee Ward, a bill for the sale of the said real estate of which the said Roland V. Ward dies seized and possessed (said cause being No. 4225 on the Chancery Docket of this Court), praying for the sale of the real estate of the said Roland V. Ward because of the non-susceptibility of a partition of said real estate among the heirs at law of the said Roland V. Ward without material loss and injury to the parties entitled to interests therein, that it will save costs and expenses, and that it will be for the best interest of the creditors of the said Roland V. Ward, and well as for the best interest of the heirs at law of the said Roland V. Ward, that all the real estate of the said Roland V. Ward,be sold under one decree in this proceeding.

Your petitioner therefore prays your Honors that said Chancery cause of Maude J. Ward Vs. Roland V. Ward,Jr., and Wallace Lee Ward, the same being No.4225 Chancery in this Court, be consolidated with this cause, and that a decree may be passed in this cause for the sale of the real estate of the said Roland V. Ward, deceased, and that the proceeds of said sale be decreed to be applied to the payment of costs and expenses and the debts owing by the said Roland V. Ward, remaining unpaid by the application of said personal estate, and the balance of said proceeds of sale be distributed among the heirs at law of the said Roland V. Ward according to their respective interests therein.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Upon the foregoing petition it is this 9th day of June, nineteen hundred and thirty by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the Chancery cause of Maude J. Ward Vs. Roland V. Ward, Jr., and Wallace Lee Ward, the same being

No.4225 on the Chancery docket of this Court, be and the same is hereby consolidated with this cause,

Robt. F. Duer, Judge.

And thereafter, to wit, on the 9th day of June, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate | ) | |
| Vs. | ) | In Equity, In the Circuit Court for Somerset County, |
| Maude J. Ward and others. | ) | No.4224 Chancery. |
| | ) | |

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

It is thereupon this 9th day of June, in the year nineteen hundred and thirty by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned, be sold, and that the proceeds of said sale, be applied to the payment of the debts of Roland V. Ward, late of Somerset County, deceased, and that the balance remaining, after the payment of the debts of the said Roland V. Ward, deceased if there be anything remaining, be distributed among the heirs at law of the said Roland V. Ward, deceased, according to their respective interests.

That Clarence P. Lankford, be, and he is hereby appointed trustee to make such sale, the course and manner of his proceeding 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 fourteen 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 ~~dollar~~ 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 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 hereof, 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 dischafged 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 Roland V. Ward 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

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or sales.

Robt. F. Duer, Judge.

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 of Somerset County, and State of Maryland, and the American Surety Company of New York, a corporation created and existing 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 Seven Thousand Dollars ($7000.00), 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 our seals and dated this 18th day of June, nineteen hundred and thirty.

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 property mentioned in the proceedings in the case of the Bank of Crisfield Vs. Maud J. Ward, et als., the same being No.4224 Chancery, now pending in said Court.

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 this 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 hereto set his hand and seal, the said body corporate has cause 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: Kathleen Ford — Corporate Seal. — Clarence P. Lankford (SEAL)

Test: Kathleen Ford — American Surety Company of New York, Harry C. Dashiell, Attorney.

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on 26th day of August, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Maude J. Ward and others. | ) | |

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, bearing date the ninth day of June, in the year nineteen hundred and thirty, to make sale of certain real estate therein mentioned, 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 decree, and after giving twenty days notice of the time, place, manner and terms of sale, by advertisement inserted in the "Crisfield Times," a newspaper published in said Somerset County, he did, pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday the twelfth day of July, in the year nineteen hundred and thirty, 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 Roland V. Ward, late of said Somerset County, deceased, died seized and possessed, in manner following, that is to say:

Your trustee first offered at public sale to the highest bidder, all that tract or parcel of woodland situate, lying and being in Lawson's District, Somerset County, in the State of Maryland, containing twenty acres of land, more or less, situated on the South-west side of the New York, Philadelphia and Norfolk Railroad, between Marion Station and Hopewell, the same being all the real estate and premises conveyed unto the said Roland V. Ward by Joshua W. Miles, Trustee by deed bearing date the thirteenth day of July, in the year nineteen hundred and twenty-two, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.86,folio 125 etc, except so much thereof as was conveyed by the said Roland V. Ward and wife to Wade H. Cullen by deed bearing date the fourteenth day of July, in the year nineteen hundred and twenty-two, and recorded among said Land Records in Liber W.J.S.No.86, folio 135 etc, but not receiving at said public sale what your trustee regarded as an adequate bid therefor, (the highest bid being eight hundred and seventy-five dollars) your trustee withdrew said property, and has since to wit, on the twenty-fifth day of August, nineteen hundred and thirty, sold the same at private sale, unto H. Louis Hall and William J. Hall, Jr., of said Somerset County, as tenants in common, at and for the sum of One Thousand Dollars, that being the highest offer your trustee has been able to obtain for said property, and said purchasers have paid your trustee for the same in cash.

Your trustee next 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 West side of First Street (formerly called Eleventh Street), and fronting fifty feet on said First Street, where the said Roland V. Ward resided at the time of his death, being the same and all the real estate and premises conveyed unto the said Roland V. Ward by three deeds, one from The Marin Bank of Crisfield, a body corporate, bearing date the eighth day of April, in the year nineteen hundred and eight, and recorded among the Land Records of said Somerset County in Liber S.F.D.No.48, folio 406 etc, one from William F. Milbourne and wife, bearing date the thirtieth day of May, in the year nineteen hundred and eight, and recorded among the said Land Records in Liber S.F.D.No.49, folio 297 etc, and the other from said William F. Milbourne and wife bearing date the fourteenth day of April, in the year nineteen hundred and twenty-two, and recorded among said Land Records in Liber W.J.S.No.86, folio 176, whereupon Paul Cullen, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Two Thousand and Seventy-five Dollars ($2,075.00) of which said purchaser paid unto your trustee the sum of Five Hundred and Seventy-five dollars in cash, and gave his bond for the balance of said purchase money, secured to the satisfaction of your trustee, payable on the ratification of said sale by this Court.

Your trustee next 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 said Town of Crisfield, County and State aforesaid, situated South of Mount Pleasant Methodist Protestant Church, and known as the "Noah Sterling Lot" the same being all the real estate and premises conveyed unto the said Roland V. Ward (under the name of R. Van Ward) by John E. T. Ewell by deed bearing date the eighteenth day of July, in the year nineteen hundred and fourteen, and recorded among said Land Records in Liber W.J.S.No.67, folio 43 etc, and is also all the real estate and premises conveyed unto the said John E. T. Ewell by A. Webster Ewell by deed bearing date the twenty-sixth day of July, in the year nineteen hundred and eleven, and recorded among said Land Records in Liber S.F.D.No.57, folio 532 etc, and is also all the real estate and premises conveyed unto the said A. Webster Ewell by Noah Sterling of John, by deed bearing date the twenty-first day of January, in the year eighteen hundred and ninety-six, and recorded among said Land Records in Liber O.T.B.No.18 folio 309 etc, whereupon Maude J. Ward, of said Somerset County, was the

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highest bidder therefor at said sale, at and for the sum of Twenty-five Hundred and Fifty Dollars, but the said Maude J. Ward declined to comply for said property, and filed with your trustee an assignment and transfer, in writing of her interest in said bid, unto Charles L. Matthews, of said County and State, which said assignment and transfer is herewith filed as a part of this report, whereupon your trustee on the Ninth day of August, in the year nineteen hundred and thirty, sold said real estate unto the said Charles L. Matthews, at and for the said sum of Twenty-five Hundred and fifty Dollars ($2,550.00) all of which the said Charles L. Matthews has 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 Roland V. Ward, to file their claims, with the vouchers thereof, with the Clerk of this Court within one month from the day of said sale.

And your trustee prays the ratification of his said proceedings, and of the public and private sales by him made.

Respectfully submitted,

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of August, in the year nineteen hundred and thirty, 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 sales therein reported were fairly made.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. | ) | No.4224 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Maude J. Ward and others. | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 26th day of August, nineteen hundred and thirty, that the sales of property mentioned in these proceedings 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 26th 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 22nd day of September, next.

The report states the amount of sales to be $5,625.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 1st day of October, in the year nineteen hundred and thirty 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 Crisfield, a body corporate existing under the laws of the State of Maryland | ) | No.4224 Chancer y, |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Maude J. Ward and others. | ) | |

Ordered by the Circuit Court for Somerset County, this first day of October, nineteen hundred and thirty, that the sales of property mentioned in these proceedings, made and reported

by Clarence P.Lankford, trustee appointed by a decree of this Court to make said sales, 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.

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: Geo. W. Lawson, Clerk.

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| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Harry P. Webster for the years 1921, 1922, 1923, 1924 and 1925, made and reported by Harry T. Phoebus, County Treasurer and Collector of state and county taxes for said Somerset County.<br>Julius Ringgold, Purchaser. | ) | Be it remembered that heretofore, to wit, on the 2nd day of May, in the year nineteen hundred and thirty, a certain Harry T. Phoebus, Collector of State and County Taxes for Deals Island Election District of Somerset County for the |

years 1921,1922,1923,1924 and 1925, 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:

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| In the matter of the tax sale of real estate in Deals Island Election District, Somerset County, Maryland, assessed to Harry P. Webster for 1924 and 1925, made and reported by Harry T. Phoebus, County Treasurer and Collector of state and county taxes for said Somerset County.<br>Julius Ringgold, purchaser. | ) | No.4242 Chancery,<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

To the Honorable, the Judges of said Court:

The report of Harry T. Phoebus, County Treasurer and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1924, 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 sixty days after said levy E. Mark White, then County Treasurer and Collector of state and county taxes for said Somerset County, in the performance of his duties as Clerk to said county commissioners, made a true copy of the assessment list for said county in books supplied by said commissioners for such 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 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 institutions:

That by said levy the said commissioners did levy upon the property assessed to Harry P. Webster, in Deals Island District, said county and state, the sum of dollars and forty-five cents, state taxes, and two dollars and fifty-five cents, county taxes, and that said taxes were due and in arrears on January 1st, 1925.

That in the month of August, 1925, 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

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successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander & Herald, published in Princess Anne, and the Crisfield Times, published in Crisfield and 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, to whom the property included in such bills was assessed so far as the residence or post office address was known to or ascertained by him, on or before the 1st 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 interest to be charged on all tax bills;

That the said taxes assessed to the said Harry P. Webster, in said Deals Island Election District, not having been paid on or before January 1st, 1925, the said R. Mark White, then County Treasurer and Collector as aforesaid, did, within thirty days after said date, mail to the said Harry P. Webster, at Deals Island, 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 15th of November next after delivery of said notice the same would be collected by process of law.

That on the 30th of June, 1925, the said county commissioners made the annual levy of state and county taxes upon the taxable property in said county and that sixty days after said levy, Harry E. Muir, then County Treasurer and Collector of state and county taxes for said Somerset County in the performance of his duties as Clerk to said commissioners, made a true copy of the assessment list for said county in books supplied by said commissioners for such purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the appeared on the assessment books of said county, with the names of said owners arranged according to election districts, and alphabetcially for every district, 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 commissioners did levy upon the property assessed to Harry P. Webster, in said Deals Island district, the sum of dollars and forty-one cents, state taxes, and the sum of two dollars and seventy-two cents, county taxes, and that said taxes were due and in arrears on January 1st, 1926.

That in the month of August, 1925, the said Harry E. Muir, then 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 the said Harry E. Muir, then County Treasurer and Collector as aforesaid, prepared the tax bills of every tax payers 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, persons or corporate institutions, to whom the property included in such bills was assessed so far as the residence or post office address was known to or ascertained by him, 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 interest to be charged on all tax bills.

That the said taxes assessed to the said Harry P. Webster in said Deals Island Election District, not having been paid on or before January 1st, 1926, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did, within thirty days, after said date, mail to the said Harry P. Webster, at Deals Island, said county and state, the same being the last known post office address of said delinquent taxpayer, and account of his assessment and thetaxes and interest due thereon, with a notice to the said delinquent thereto attached that unless payment be made in full on or before November 15th next after the delivery of said notice the same would be collected by process of law.

That said state and county taxes for the years 1924 and 1925 being still due and owing and in arrears constituted a lien upon the real estate of the said Harry P. Webster in said Deals Island District, and I, Harry T. Phoebus having been duly elected to succeed the said Harry E. Muir as County Treasurer and Collector of State and County taxes for said Somerset County 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 Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door, giving notice of the time, place and terms of sale, the years for which the taxes were due and to whom the property was assessed and that I, the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, in pursuance of said notice, did, on Saturday, March 9th 1929, 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 being the real estate assessed to Harry P. Webster, in said district, described as follows: All that lot and improvements in Deals Island District, Somerset County, Maryland, on the county road and adjoining the lands of Thomas P. Bradshaw, and assessed to Harry P. Webster, and sold the same to Julius Ringgold of said Somerset County, he being the highest and best bidder therefor, at and for the sum of twenty-eight dollars and ninety cents, which said sum has been fully paid by the said purchaser, and a copy of said advertisement is herewith filed, as a part of this report, marked Exhibit "A".

And I, the said Harry T. Phoebus, County Treasurer and Collector of state and county taxes for said Somerset County, do hereby report said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Harry T. Phoebus,
County Treasurer and Collector of State and
County Taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 2nd day of May, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry T. Phoebus, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof I hereunto subscribe my name and affix my Notarial Seal the day and year aforesaid.

Seal
of
Notary.

Kathleen Ford,

Notary Public.

Exhibit "A" Treasurer's Sale for 1925 Taxes.

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 Saturday, March 9th, 1929, 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 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 years mentioned therein, 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.9. All that lot and improvements, in Deals Island District, Somerset County, Maryland on the county road and adjoining the lands of Thomas P. Bradshaw, and assessed to Harry P.Webster for the years 1921, 1922, 1923, 1924 and 1925.

Harry T. Phobbus, County Treasurer,
Somerset County.

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

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| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Harry P.Webster for the years 1921, 1922, 1923,1924 and 1925, made and reported by Harry T. Phoebus, County Treasurer and Collector of state and county taxes for said Somerset County.<br>Julius Ringgold, Purchaser. | ) | No.4242 Chancery,<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

The annexed and foregoing report of the proceedings of R. Mark White and Harry E. Muir, former county treasurers and collectors of state and county taxes for Somerset County, Maryland and of Harry T. Phoebus, present county treasurer and collector of said taxes, relating to the sale on March 9th, 1929, on land in Deals Island district, Somerset County, Maryland, on the county road and adjoining the lands of Thomas P. Bradshaw, and assessed to Harry P. Webster for the years 1921, 1922, 1923,1924, and 1925, made to Julius Ringgold at and for the sum of Twenty-eight dollars and ninety cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and that the provisions of law in relation thereto have been complied with:

It is thereupon ordered this 2nd day of May, 1930, by the Circuit Court for Somerset County, Maryland, in Equity, that notice be given in the Eastern Shore Republican, a newspaper published in said Somerset County once a week for three successive weeks before the 21st day of May, 1930, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 26th of July, 1930, 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 $28.90

Robt. F. Duer, Judge.

And now at this day, to wit, on the 25th day of October, in the year nineteen hundred and thirty 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:

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| In the matter of tax sale of real estate assessed to Harry P. Webster, Deals Island District, Somerset County. | ) | NO.4242 Chancery<br>Somerset County,<br>Maryland. |

In the above entitled cause, it is ordered, adjudged and decreed by the Circuit Court for Somerset County, Maryland, in Equity, this 25th day of October, 1930, that the sale of the property made and reported by Harry T. Phoebus, County Treasurer and Collector and the proceedings therein be and the same are hereby finally ratified and confirmed, as no cause to the contrary has been shown, although due notice appears to have been given according to the terms of 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: Leo. H. Lawson ,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, Maryland, in and for said county, on the first Monday in November bwing the 3rd day of the same month in the year of our Lord one thousand nine hundred and thirty.

Were present Hon John R. Pattison, Chief Judge
Hon Joseph L. Bailey Asso Judge
Hon Robt F. Duer Asso Judge.
Alonzo L. Murrell, Esq. Sheriff Geo. W. Lawson Clerk.

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

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said Peter Carver and the defendant Marion E. Carver a grand daughter of the said Peter Carver, and Alpheus L. Carver, since deceased a son of the said Peter Carver; that the said Marion E. Carver was the only child of Edward Carver, a deceased son of the said Peter. who predeceased his said father; that after the death of the said Peter Carver the said Alpheus L. Carver departed this life leaving surviving a widow the defendant Lizzie B. Carver and the following children as his sole heirs at law, namely, three daughters, the defendant Macon E. Lloyd, Helen Hodges and Virginia Carver, and two sons, namely James Lee Carver and Gordon Carver, that the said Gordon Carver has since died leaving a widow, the defendant Mabel Carver, and two infant children, the defendants, Gordon B. Carver and Jeanette E. Carver as his sole heirs at law; that the interests of your orators and the said defendants in said estate is therefore as follows: Manfred F. Carver, James C. Carver, Cecie Adams and Marion E. Carver, each an undivided one-fifth interest Macon Lloyd , Helen Hodges, Virginia Carver and James Lee Carver, each an undivided one twenty fifth interest; and the defendants Gordon B. Carver and Jeanette E. Carver each an undivided one fiftieth interest.

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 said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

Fourth: That all of the aforesaid parties are of full age except Jeanette E. Carver and Gordon B. Carver, who are infants under the age of twenty one years; that your orators and the defendants Cecie Adams , James Lee Carver and Virginia Carver and Lizzie B. Carver reside in said Somerset County; the defendants Helen Hodges and Macon Lloyd, reside in the City of Jackson, North Carolina; the defendants, Mabel Carver, Jeanette E. Carver and Gordon B. Carver reside in Bay City, Michigan and the defendant Marion E. Carver resides in Montreal Canada.

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 your orators and the said defendants according to their respective rights and interests.

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

May it please your Honor to grant unto your orators the writ of subpoena directed to the said Cecie Adams, James Lee Carver , Lizzie B. Carver and Virginia Carver, 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 Macon Lloyd, Helen Hodges, adults residing in the state of South Carolina, Marion E. Carver an adult residing in the Dominion of Canada and Mabel Carver an adult and Jeanette E. Carver and Gordon B. Carver infants residing in the state of Michigan, 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 as in duty bound.

Geo. H. Myers, Solicitor for Plaintiffs.

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

THIS DEED, made this first day of May, nineteen hundred and twenty nine by George H. Myers, administrator de bonis non, cum testamento annexo, of Thomas J. Dixon late of Somerset County, state of Maryland, Witnesseth:

Whereas the said Thomas J. Dixon in his lifetime sold unto a certain Peter Carver an undivided hald interest in a farm or tract of land located in Brinkleys Election District in said Somerset County, known as the James S. Revell Farm, which was conveyed to the said Thomas J. Dixon by deed from Levin L. Waters, Trustee dated July seventeenth, eighteen hundred and eighty three and recorded among the land records of Somerset County in Liber B.F.L. No. 6 folio 276 and whereas the said Peter Carver paid to the said Thomas J. Dixon the purchase money therefor in his lifetime, but died before receiving a deed of conveyance for said property and whereas the said Thomas J. Dixon conveyed his remaining undivided interest in said James S. Revell farm to a certain N. Walter Dixon and the said N. Walter Dixon thereafter by deed dated January eighth, nineteen hundred and twenty three, recorded as aforesaid in Liber No. 91 folio 328, conveyed said undivided half interest in said Revell land to a certain Levin S. McGrath; and whereas the said heirs at law of the said Peter Carver on the one part and the said Levin S. McGrath on the other part, agreed upon a division of said land, the said heirs of Peter Carver taking the northwest portion thereof and the said Levin S. McGrath the southeast portion thereof according to plat and Surveyor's description prepared by Samuel F. Miles, Surveyor, copy of which said plat and Surveyor's description is filed with a deed from the said Levin S. McGrath to Sarah E. McGrath, recorded as aforesaid in Liber No. 94 folio 405. and whereas upon the petition of the said James C. Carver and others, heirs at law of the said Peter Carver, the Orphans Court for Somerset County on the 30th day of April, nineteen hundred and twenty nine passed an order authorizing the said George H. Myers, administrator aforesaid, to execute this deed,

Now therefore in consideration of the premises and the sum of one dollar, the said George H. Myers, administrator de bonis non, cum testamento annexo, of Thomas J. Dixon, deceased, does grant and convey unto James C. Carver, Manfred F. Carver, Cecie Adams, Marion E. Carver, Lee Carver, Macon Lloyd, Helen Hodges, Jennie Carver, Jeanette Carver and Gordon Carver as heirs at law of the said Peter Carver deceased, all the right, title, interest and estate of the said Thomas J. Dixon and of those claiming by. from or under him, in and to all that part of the said James S. Revell Farm which was conveyed to the said Thomas J. Dixon by Levin L. Waters Trustee, which lies Northwest of the divisional line laid down on plat and Surveyors description prepared by Samuel F. Miles, Surveyor, and filed. as Exhibit C with the petition of James C. Carver et al in the Orphans Court for Somerset County, said divisional line beginning at a point on the south side of the old road known as the Bayside Road, situate in Marumsco in Brinkleys Election District in said Somerset County ( said point being located south 35½° east 22½ poles from the Bridge on said road) and running thence south 47¼° west 355 poles to Pocomoke Sound.

To which said deeds, plat and Surveyor's description and all the references in them contained, special reference is hereby made as a part hereof, for a more full and particular 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 apperttaining.

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 James C. Carver, Manfred F. Carver, Cecie Adams, Marion E. Carver, Lee Carver, Macon Lloyd, Helen Hodges, Jennie Carver, Jeanette Carver and Gordon Carver, in such parts, shares and proportions as they an

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and each of them would be entitled to by the laws of inheritance of Maryland, as heirs at law of the said Peter Carver.

Witness the hand and seal of the said grantor, this the day and year first above written.

Samuel H. Sudler. Geo. H. Myers,
Administrator dbn,c,t,a of
Thomas H. Dixon.

State of Maryland, Somerset County to wit:

I hereby certify that on this 1st day of May nineteen hundred and twenty nine before me the subscriber, a Notary Public of the state of Maryland, in and for Somerset County aforesaid, personally appeared George H. Myers, administrator aforesaid, and acknowledged t the foregoing deed 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. Samuel H. Sudler, Notary Public.

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

Maryland, Somerset County to wit:

Seal of Court. The state of Maryland, to Cecie Adams, James Lee Carver, Lizzie B. Carver and Virginia Carver. 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 Manfred F. Carver and James C. Carver 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 May Anno Domini 1930;

Issued the 8th day of May Anno Domini 1930.

Per order Geo. W. Lawson Clerk.

At 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 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.

A. L. Murrell. Sheriff.

And thereupon in pursuance of the prayer of the foregoing bill and by order of the Court here the following order of publication was issued.

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| Manfred F. Carver and James C. Carver ) | |
| Vs. ) | No. 4246 Chancery |
| Cecie E. Adams, Marion E. Carver, James Lee ) | Circuit Court for |
| Carver, Macon E. Lloyd, Helen Hodges, Virginia ) | Somerset County |
| Carver, Jeanette E. Carver, Gordon B. Carver, Lizzie ) | Maryland. |
| B. Carver and Mabel Carver. ) | |

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate situate in Brinkleys Election District, in Somerset County, Maryland held by the Plaintiffs and the defendants , Cecie E. Adams Marion E. Carver, James Lee Carver, Macon E. Lloyd, Helen Hodges, Virginia Carver, Jeanette E. Carver and Gordon B. Carver, as tenants in common, under a deed from George H. Myers, administrator d,b,n,c.t.a of Thomas J. Dixon the original of which said

deed is filed as an exhibit with the bill of complaint.

The bill of complaint states that the plaintiffs and the said defendants are seized in fee simple of a certain tract of land situate in said Brinkleys District, being part of the tract known as the James S. Revelle Farm, which was conveyed to a certain Thomas J. Dixon, by deed from Levin L. Waters, Trustee, dated July 17th 1883, and recorded among the land records of said Somerset County in Liber S.F.D. NO. 6 folio 276, the portion of the said Revell farm held by the plaintiffs and the said defendants under the aforesaid deed from the said George H. Myers being all that part of the said Revell Farm which lies Northwest of a divisional line located as follows: Beginning at a point on the south side of the old road known as the Bayside road in Marumsco in said District, said point being south 35½ degrees east, 22½ poles from the bridge on said road and running thence south 47¼ degrees west, 355 poles to Pocomoke Sound; that by the terms of said deed your orators aand the said defendants took and now hold said land as tenants in common, in such parts shares and proportions as they and each of them would take under the laws of inheritance of Maryland, as heirs at law of Peter Carver, deceased, that at the time of his death the said Peter Carver left as his sole heirs at law four children and one grand child, namely, the plaintiffs, the said Manfred Carver and James C. Carver, who are sons of the said Peter Carver, the defendant, Cecie Adams, a daughter of the said Peter, and the defendant, Marion E. Carver, a grandson of the said Peter Carver, and Alpheus L. Carver, since deceased, a son of the said Peter Carver; that the said Marion E. Carver, was the only child of Edward Carver, a deceased son of the said Peter, who predeceased his said father; that after the death of the said Peter Carver the said Alpheus L. Carver, departed this life leaving surviving a widow, the defendant, Lizzie B. Carver, and the following children as his sole heirs at law; namely, three daughters, the defendants, Macon E. Lloyd, Helen Hodges and Virginia Carver and two sons, namely James Lee Carver and Gordon Carver; that the said Gordon Carver has since died leaving a widow, the defendant Mabel Carver, and two infant children, the defendants, Gordon B. Carver, and Jeanette E. Carver, as his sole heirs at law; that the interests of your orators the said daid defendants in said real estate is therefore as follows:
Manfred F. Carver, James C. Carver, Cecie Adams, and Marion E. Carver, each an undivided one-fifth interest, Macon Lloyd, Helen Hodges, Virginia Carver and James Lee Carver, each an undivided one-twenty -fifth interest; and the defendants Gordon B. Carver and Jeanette E. Carver each an undivided one-fiftieth interest; 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 among the parties according to their several interests; that all of the aforesaid parties are of full age except Jeanette E. Carver and Gordon B. Carver, who are infants under the age of twenty one years; that your orators and the defendants, Cecie Adams, James Lee Carver and Virginia Carver and Lizzie B. Carver reside in said Somerset County; the defendants Helen Hodges and Macon Lllyd, reside in the City of Jackson, North Carolina, the defendants, Mabel Carver, Jeanette E. Carver and Gordon B. Carver reside in Bay City, Michigan and the defendant Marion E. Carver resides in Montreal, Canada.

It is thereupon this 8th day of May 1930, ordered by the Clerk of the Circuit Court for Somerset County in Equity, that the plaintiffs, 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 9th day of June ;930 give notice to the said non resident defendants of the object and substance of this suit, warning them to be and appear in this Court in person or by solicitor on or before the 25th day of June, 1930, to show cause, if any they have, whya decree ought not to be passed as prayed.

Geo. W. Lawson
Clerk of the Circuit Court for
Somerset County Maryland.

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And thereupon on the 12th July 1930 the following petition and order of Court thereon was filed.

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| Manfred F. Carver and James C. Carver | ) | No. 4246 Chancery |
| Vs. | ) | Circuit Court for |
| James Lee Carver et al. | ) | Somerset County, Maryland. |

To the Honorable the Judge of said Court:

The petition of Manfred F. Carver and James C. Carver, plaintiffs in the above suit respectfully shows:

That due notice of the above suit has been given to the defendants, Jeanette E. Carver and Gordon B. Carver by publication of the order passed on the eighth day of May, nineteen hundred and thirty, as provided by the terms of said order, but these defendants being infants, cannot answer and defend this suit for themselves.

Your petitioners therefore pray your Honor, to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound, Geo. H. Myers,

Solicitor for Petitioners.

State of Maryland, Somerset County. to wit:

I hereby certify that on this 12th day of July, nineteen hundred and thirty before me the subscriber Associate Judge of the Circuit Court for Somerset County, personally appeared before me Geo. H. Myers, the above named solicitor, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

As witness my hand Robt F. Duer

Associate Judge.

Ordered by the Circuit Court for Somerset County in Equity. this 12th day of July, nineteen hundred and thirty upon the aforegoing petition and affidavit, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Jeanette E. Carver and Gordon B. Carver, infant defendants in the above cause.

Robt F. Duer, Judge.

And thereafter on the 12th July 1930 the following answer of Guardian ad litem was filed.

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| Manfred F. Carver and James C. Carver | ) | No. 4246 Chancery |
| vs. | ) | Circuit Court for |
| James Lee Carver, et al. | ) | Somerset County Maryland. |

The joint and several answer of Jeanette E. Carver and Gordon B. Carver, by James R. Stewast guardian ad litem duly appointed by order of this Court, to the bill of complaint of Manfred F. Carver, et al against them and others in the above cause exhibited.

These defendants being infants can not admit any of the matters and things in the 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 on the 12th July 1930 the following Decree pro confesso and order to take testimony was filed.

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| Manfred F. Carver and James C. Carver | ) | No. 4246 Chancery |
| Vs. | ) | Circuit Court for |
| James Lee Carver et al. | ) | 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 prescribed by the terms of said order, and defendants, Macon Lloyd Helen Hodges, Marion E. Carver and Mabel Carver having failed to appear either in person or by solicitor and answer the bill of complaint therein filed against them. it is thereupon this 12th day of July, nineteen hundred and thirty, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that the said bill of complaint be and the same is hereby taken proconfesso against said non resident defendants.

And it is further ordered that depositions be taken before one of the standing examiners of this Court in support of the allegations of the bill of complaint.

Robt F. Duer, Judge.

| | | |
|---|---|---|
| Manfred F. Carver and James C. Carver | ) | No. 4246 Chancery |
| Vs. | ) | Circuit Court for |
| James Lee Carver et al. | ) | Somerset County Maryland. |

The defendants, Cecie Adams, James Lee Carver, Lizzie B. Carver and Virginia Carve having been duly summoned to appear to the bill of complaint against them and others in the above cause exhibited, and having failed to appear and answer said bill.

It is thereupon this 12th day of July nineteen hundred and thirty by the Circuit Court for Somerset County, Maryland 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 exeminers of this Court in summpor of the allegations of the bill of complaint.

Robt F. Duer, Judge.

And afterwards to wit on the 23rd day of July 1930 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 taken, in the words following, to wit:

| | | |
|---|---|---|
| Manfred F. Carver and another | ) | No. 4246 Chancery |
| Vs. | ) | In the Circuit Court |
| James Lee Carver 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 Tuesday July 22, 1930 I did take the following depositions, that is to say:

Manfred C. Carver, a witness of lawful age, being first duly sworn, deposing says:

Int 1. State your name , agem residence and occupation.

Ans. Manfred C. Carver, age 58 years, residence Marumsco, Somerset County, Maryland, occupation merchant and farming.

Int 2. Do you know the parties to this suit.

Ans. I kjow them all, They are all my relatives.

Int 3. Do you know some marsh land and woodland in Brinkley's District, which Peter Carver owned at the time of his death.

Ans. Peter Carver was my father, Mr. Thomas Dixon bought this property at a Trustee's sale.

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It was the James Revelle land. Then my father bought a half interest from Mr. Dixon. He was to get the north or west halt of it. It was never divided in the life time of my father and Mr. Dixon and they both died before the deed was passed. After Mr. Dixon's death his heirs sold their part to Sidney McGrath and we got a deed for our part through the Orphans Court from Mr. Dixon's administrator. We agreed upon a division with Sidney McGrath

(Plaintiff herewith files as evidence in this case deed from George H/ Myers, administrator to the heirs of Peter Carver, marked Plaintiff's Exhibit "A".)

Int 4. Who are the heirs at law of Peter Carver.

Ans. His heirs at law are Manfred Carver, a son, James C. Carver, a son Cecie Adams, a daughter, the following children of Alpheus L. Carver, a son, viz: James Lee Carver, Macon Lloyd and Helen Hodges, and Virginia Carver, There are also two grand children of Alpheus L. Carver, viz: Gordon B. Carver, and Jeanette E. Carver, the children of Gordon Carver, a deceased son of Alpheus L. Carver, Marion E. Carver , a son of Edward Carver, a son of the said Peter who died before his father, Alpheus Carver's widow is still living and Gordon Carver also left a widow who is still living, Mabel Carver. All of the above parties are adults except Gordon B. and Jeanette Carver, Manfred Carver, James C. Carver, Lizzie Carver Virginia Carver, J. Lee Carver and Cecie Adams reside in Somerset County; Macon Lloyd and Helen Hodges reside in the State of North Carolina; and Mabel Carver, Gordon Carver and Jeanette Carver reside in the state of Michigan, Marion E.Carver lives in Montreal, Canada.

Int 5. What interest do the parties that you have named have in the land of your father obtained from Thomas Dixon and which was conveyed to you and the others by deed from Mr. Dixon's administrator/

Ans. James C. Mrs. Cecie Adams and myself each have a one fifth interest and so does Marion E. Carver, Alpheus L. Carver's family has the other fifth interests.

Int 6. Is or not the said property susceptible of partition among the parties entitled to interests without material loss and injury to said parties and would it or not be for the benefit of said parties to sell the said property and divide the proceeds among them.

Ans. Of course it can not be divided in kind. It is marshland and set of small timber and the small lots such as it would have to be divided into would not be desirable at that location. It is away off on Pocomoke Sound. It would be better for all parties to sell it and divide the proceeds among them. It is worth in my opinion about $500.00

Court question and answer.

No sir" M. F. Carver.

Test Harry C. Dashiell Exam.

George H. Massey, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George H. Massey, age 62 years, residence Marumsco, Maryland, occupation farming.

Int 2. Did you know Peter Carver in his lifetime and what children or heirs at law did he leave surviving him.

Ans. I knew Peter Carver, When he died he left as his sole heirs at law, four children, vix Manfred Carver, James C. Carver, Cecie Adams and Alpheus L. Carver and a grand son, Marion E. Carver, who was the only child of Edward Carver, who died before his father, Peter Carver, After Peter Carver's death Alpheus L. Carver died leaving a widow Lizzie B. Carver and three daughters, Macon E. Lloyd Helen Hodges and Virginia Carver and two sons, James Lee Carver and Gordon Carver, I knew all these parties myself. I have heard that Gordon married in the west and he has died leaving a widow and two little children but I do not know Gordon's widow or children.

Int 3. Do you know the real estate which the heirs of Peter Carver obtained from the estate of Thomas J. Dixon which is known as part of the James S. Revelle Farm.

Ans. Yes I know it There is quite a strip of it but I do not know the exact acreage, possibly about 75 or 100 acres. It is marsh land with some of it partly wooded. It is

located on the old Bay side road and runs down to the Pocomoke Sound. It is between the land of Sidney McGrath heirs and the Cox land. It is worth about $400.00 or $500.00.

Int 4. Is or not this land susceptible of partition among the heirs at law of Peter Carver in such parts or chares as they would be entitled under the laws of inheritance of Maryland, without material loss or injury to said heirs, and would it or not be for the benefit and interest of said heirs to sell said real estate and divide the proceeds among them.

Ans. Where it is located it can not be divided without loss and injury to the parties and there is nothing to do but sell it and divide the proceeds among said parties.

Int 5. Do you know where the heirs of Peter Carver whom you have known live.

Ans. Manfred, James, C. Cecie Adams, Virginia, J. Lee and Mrs. Lizzie Carver all live in this County, Mason and Helen live in North Carolina, Marion lives in Canada and I understand Gordon's widow and children live in Michigan.

Int 6. Do you know whether Peter Carver left a will.

Ans. I never heard of his leaving any will and I do not think he left any. He left a widow but she has died since.

Court question and answer. "NO".

Test: Harry C. Dashiell Exam. Geo. H. Massey

Manfred Carver, being recalled testified as follows:

Int 1. Did you father leave a will or widow surviving him.

Ans. My father died in 1896. He left no will but my mother survived him until 1919 when she died. Test: Harry C. Dashiell, M. F. Carver

Exam.

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 22nd day of July 1930.

Harry C. Dashiell (SEAL).

Examiner in Chancery.

Bill of costs.

| | | |
|---|---|---|
| Harry C. Dashiell | Examiner | $4.00 |
| Geo. H. Massey | Witness and Mileage | 1.55 |
| | | $5.55. |

And thereafter on the 4th September 1930 the following Decree as passed.

| | | |
|---|---|---|
| Manfred F. Carver et al. | ) | No. 4246 Chancery |
| Vs. | ) | Circuit Court for |
| James Lee Carver et al. | ) | Somerset County |
| | | Maryland. |

The above cause standing ready for hearing and having been submitted the proceedings therein were by the Court read and considered.

It is thereupon this 1st day of September in the year nineteen hundred and thirty 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 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 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 given three weeks notice by advertisement, inserted in such 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

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on day of sale, one third in six months from said date and the balance in one year from said date, or all cash at the option of the purchaser or purchasers, the credit portions, if any to bear interest from the day of sale and to be secured by the bond of the purchaser, with security to the satisfaction of the said Trustee.

And as soon as may be convenient after such sale or sales the said Trustee shall return to the 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 aufficient 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 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 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, Judge.

And thereafter on the 4th September 1930 the following Bond was filed.

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 one 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 and severally, firmly by these presents, sealed with our seals, and dated this fourth day of September, nineteen hundred and thirty.

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 Manfred F. Carver et al Vs. James Lee Carver, et al now pending in said Court, the same being No. 4246 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 performed the said 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.

Marion R. Propst
Witness:

Geo. H. Myers (SEAL).
Hartford Accident & Indemnity Company
By: Geo. H. Myers,
Attorney in Fact.

Corporate
Seal.

The within Bond was thereon approved.

Approved. Geo. W. Lawson, Clerk.

And thereafter on the 27th Sept 1930 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:

| | | |
|---|---|---|
| Manfred F. Carver et al | ) | No. 4236 Chancery |
| Vs. | ) | In the Circuit Court |
| James Lee Carver 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 the 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 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 Marion in said County on the twenty0 seventh day of September in the year nineteen hundred and thirty 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 desdribed as follows:

All that lot tract or parcel of marsh and woodland situate in Brinkleys Election District in said Somerset County, lying and binding on Pocomoke Sound, and being part of the farm known as the James S. Revell farm, which was conveyed to a certain Thomas J. Dixon, by deed from Levin L. Waters, trustee, dated July seventeenth, eighteen hundred and eighty three, and recorded among the land records of said Somerset County in Liber B.F.L. NO. 6 folio 276, and being all that part of said land conveyed as aforesaid to the said Dixon, which lies northwest of the following described divisional line to wit: Beginning at a point on the south side of the old road known as the Bayside Road, situate in Marumsco in said District said point being South 35½ degrees east 22½ poles from the bridge on said road and running thence south 47¼ degrees west, 355 poles to PocOmoke Sound.
And sold the same to John T. Handy of said Somerset County he being then and there the highest bidder therefor at the sum of six hundred dollars and said purchaser has complied with the terms of said sale by paying two hundred dollars of said purchase price in cash and has agreed to pay the balance of four hundred dollars upon ratification of said sale by this Honorable Court.

Respectfully submitted

Geo. H. Myers. Trustee.

State of Maryland, Somerset County Sct:

On this the 27th day of September nineteen hundred and thirty personally appeared before me Clerk of the Circuit Court of the state of Maryland, 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 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.

Geo. W. Lawson Clerk.

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

| | | |
|---|---|---|
| Manfred F. Carver et al. | ) | No. 4236 Chancery |
| Vs. | ) | In the Circuit Court |
| James Lee Carver 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 1st day of November 1930 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 29th day of October 1930.

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The report states the amount of sales to be $600.00.

Geo. W. Lawson Clerk.

And now at this day to wit on the 3rd day of November 1930 came again into Court here the said complainant, by his solicitor aforesaid and on motion of the said complainant by their solicitor aforesaid the Court here passed the following order to wit:

| | | |
|---|---|---|
| Manfred F. Carver et al. | ) | In the Circuit Court |
| Vs. | ) | In Equity |
| James Lee Carver et al. | ) | For Somerset County. |

Ordered by the Court this 3rd day of November 1930 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 p 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 proceeding aforesaid be entered of record according to law and the same is accordingly done.

Per : ,Clerk.

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| | | |
|---|---|---|
| Edward T. Landon | ) | Be it remembered that heretofore to wit on the 26th |
| Vs. | ) | day of March 1930 a certain Edward T. Landon by |
| Mary Dennis, Washington Dennis and | ) | Gordon Tull, his solicitor exhibited and filed in the |
| Isaiah Dennis and others. | ) | Circuit Court here a bill of complaint agsinst Mary |

Dennis and others which said bill of complaint is in the words following to wit:

| | | |
|---|---|---|
| Edward T. Landon | ) | |
| Vs. | ) | No. 4234 Chancery |
| Mary Dennis, Washington Dennis, Isaiah | ) | In the Circuit Court |
| Dennis , Mollie Dennis, Emma Dennis, | ) | For Somerset County |
| Millie Dennis, Nancy Kersey, Hannibal | ) | |
| Whittington, and Sallie his wife | ) | |
| Council Whittington and Stella his wife. | ) | |
| Chancel Whittington and Carrie his wife. | ) | |
| May Cerres and Charles her husband, | ) | |
| Mabel Peterson and William her husband | ) | |
| Ethel Brown and John her husband and | ) | |
| Victoria Whittington heirs at law of | ) | |
| Teagle Dennis, deceased. | ) | |

To the Honorable the Judge of said Court.

Your orator, who sues as well for himself as for all other creditors of Teagle Dennis late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That the said Teagle Dennis was in his life time and at the time of his death. indebted unto your orator Edward T. Landon, in the full and just sum of seventy two and 26/100 dollars with interest thereon from February, 22nd 1928, together with seven and 22/100 dollars collection charges and one & 30/100 dollars costs on a judgment dated Feby 22nd 1928, and duly recorded among the land records of Somerset County in Judgment Record Liber W.J.S. No. 3 Folio 443 of magistrates judgments, which judgment is herewith filed as part hereof and marked Exhibit "A" also a book acct in store.

2. That the said Teagle Dennis being so indebted as aforesaid, unto your orator and also unto divers other persons, and having real estate but not personal property, departed this life, intestate sometime in May 1929, leaving valuable real estate located in Brinkleys District, Somerset County, Maryland, a part of which was inherited from his father and a part purchased from H. W. Hall and is bounded on the north and east by the land of E. T . Landon, on the south by that of Mary E. Dennis, and on the west by that of H. P. Tull and Leonard Stockley; and leaving no widow and the following heirs at law viz:

(a) Mary Dennis, of full age and resides in Somerset County, and Washington Dennis. of full age and resides in Somerset County, and Isaiah Dennis, Mollie Dennis, and Emma Dennis, of full age and resides in Philadelphia Pa. being the widow and children of Isaiah Dennis, a deceased brother.

(b) Nancy Kersey, a sister now living of age and resides in Somerset County.

(c) Millie Dennis, a daughter of a deceased brother Rufus Dennis, who is a non resident and no one knows where she is.

(d) Hannibal Whittington and Sallie Whittington, his wife, and Council Whittington and Stella his wife, of full age and reside in Somerset County, Chancel Whittington and Carrie, his wife, of full age and reside in Phila, Pa., and May Cerres and Charles her husband, Mabel Peterson and William her husband, Ethel Brown and John , her husband, and Victoria Whittington all of full age and reside in the State of New York, all being the children of Hannah Whittington a deceased sister of the said Teagle Dennis.

2. That the said Teagle Dennis left no personal property sufficient to administer on and consequently there was no administration and the said real estate is the only assets left by said Teagle Dennis, out of which his debts may be paid.

3. That your orator is informed and believes and therefore, assets that the personal estate is nor sufficient to discharge all the just debts due and owing by the said intestate, Teagle Dennis, at the time of his death, and that by reason of the deficiency in said personal estate the real estate should be sold or so much thereof as is necessary to pay the indebtedness of the said deceased Teagle Dennis.

TO THE END THEREFORE.

(1) That the said real estate of said Teagle Dennis, deceased or so much thereof as may be necessary for the purpose may be sold for the payment of the claims of your orator and those of the other unsatisfied creditors of said deceased.

(2) 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 Mollie Dennis and Emma Dennis, Chancel Whittington and Carrie Whittington and Millie Dennis all of full age and when last heard from were in Philadelphia Pa., also Mabel Peterson and William Peterson, May Cerres and Charles Cerres and Victoria Whittington, all of full age and reside in the state of New York, 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 Mary Dennis, Washington Dennis, Nancy Kersey, Hannibal Whittington, Sallie Whittington, Council Whittington and Stella Whittington, all of full age and reside in Somerset County, commanding them and each of them to be and appear either in person or by solicitor in this Court on or berore 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.

Gordon Tull,
Attorney for Complainants.

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

| | | |
|---|---|---|
| Edward T. Landon | ) | February 28, 1928, Promissory note filed signed by the defendant |
| Vs. | ) | for the sum of $72.26 payable to the order of the plaintiff and |
| Tigle Dennis | ) | due February 21, 1928 authorizing confession of judgment for the a |
| | | said sum with interest and costs of suit, and ten per cent |
| | | collection charges exemption waived. February 22, 1928 |

Affidavit of Edward T. Landon showing the correct amount due on the above note to be seventy two & 26/100 dollars until paid and seven and 22/100 dollars collection charges, February 22, 1928 Judgment by confession upon note power and affidavit in favor of the plaintiff and against the defendant for the sum of seventy two & 26/100 dollars with interest from this date until paid and seven and 22/100 dollars collection charges and one dollar and thirty cents costs, with a waiver of all right to exemption from execution on said judgment.

Witness my hand and seal. Edgar A. Jones J. P. (SEAL).

True Copy from my docket Edgar A. Jones J.P. (SEAL).

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 Dennis, Washington Dennis, Nancy Kersey Hannibal Whittington, Sallie Whittington, Council Whittington, Stella Whittington 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 Edward T. Landon 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 1930.

Issued the 26th day of March Anno Domini 1930.

Per order Geo. W. Lawson Clerk.

At whixh said first Monday in April in the year 1930 the day of the return thereof of the above recited writ, came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County A. L. Murrell 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:

Council Whittington Non est. Residue summoned severally and copy of subpoena left with each defendant. A. L. Murrell Sheriff.

And whereupon in pursuance of the prayer of the foregoing bill and by order of Court here the following order of publication was issued. to wit:

Gordon Tull, Solicitor

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als heirs at law | ) | For Somerset County. |
| of Teagle Dennis , deceased. | ) | |

The object of this suit is to procure a decree for the sale of the real estate of Teagle Dennis, deceased, under a creditors bill to satisfy the claim of the plaintiff and others.

The Bill states, that Teagle Dennis. late of Somerset County, deceased, was in his lifetime indebted unto Edward T. Landon in the sum of $72.26 with interest from date on a judgment dated Feby 22 1928, carrying costs of $1.30 and collection charges of $7.22 and being so indebted

died in May 1929, intestate, leaving no personal property, but leaving real estate in Brinkleys District, Somerset County, Md., where he resided and the following persons as his heirs at law; Viz: Mary Dennis, Washington Dennis, Isaiah Dennis, Mollie Dennis, and Emma Dennis, widow and children of Isaiah Dennis a deceased brother, also Nancy Kersey, a sister now living, also Millie Dennis, a daughter of his deceased brother, Rufus Dennis, also Hannibal Whittington and Sallie, his wife, Council Whittington and Stella his wife, Chancel Whittington and Carrie his wife, May Ceries and Charles her husband, Mabel Peterson and William her husband, Ethel Brown and John her husband and Victoria Whittington, children of his deceased sister, Hannah Whittington all of whom are of full age and reside in Somerset County, except Isaiah Dennis, Mollie Dennis, Emma Dennis, Millie Dennis, Chancel Whittington, Carrie Whittington, May Cerres, Charles Cerres, Mabel Peterson, William Peterson, Ethel Brown, John Brown and Victoria Whittington who are all non residents of the state of Maryland, and the said Isaiah, Mollie, Emma. Millie, Chancel and Carrie, when last heard from residing in Phila, Pa. and the said May, Charles Mable, William, Ethel, John and Victoria residing in New York City. N. Y.; that the said Teagle Dennis left no personal property sufficient to pay his debts and that there was no administration but that he left real estate in Somerset County out of the proceeds of the sale of which his debts should be paid.

It is thereupon this 26th day of March 1930 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 newspaper published in Somerset County, once in each of four successive weeks before the 30th day of April 1930 give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court in person or by solicitor on or before the 17th day of May next, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

And thereafter on the 6th June 1930 the following answer of Council Whittington was filed.

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als. heirs at law | ) | For Somerset County. |
| of Teagle Dennis, deceased. | ) | |

To the Honorable the Judge of said Court.

The answer of Council Whittington to the bill of complaint against him and others in this Court filed, respectfully represents.

That he hereby comes voluntarily into Court as one of the heirs of Teagle Dennis, deceased, and sayd that it is to the best interest of all the heirs to have the property sold for the purpose of paying the creditors and dividing the balance among the heirs who are entitled thereto, and that he therefore, admits the matters and things set forth in said bill and consents that the Court pass a decree for the sale of the property mentioned therein.

And as in duty bound &c. Council Whittington.

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify that on this 2nd day of June in the year nineteen hundred and thirty before me the subscriber a Notary Public of the state of Pennsylvania, in and for the city and County of Philadelphia, aforesaid perconally appeared Council Whittington and made oath in due form of law that he is one of the heirs of Teagle Dennis deceased and that he acknowledged the above answer to his act and deed and that he signed his name thereto.

Witness my hand and Notarial seal the day and year above written,

Seal of Notary.

Jos A. Addis, Notary Public

Notary Public My commission expires Jan 28, 193

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And thereafter on the 9th June 1930 the following order to take testimony was filed.

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als. heirs at law of | ) | For Somerset County. |
| Teagle Dennis deceased. | ) | |

To the Honorable the Jusge of said Court:

The petition of plaintiff in this cause respectfully represents:
That all the defendants in this case have been duly summoned to appear to the bill of complaint or warned by the order of publication to appear and more than fifteen days from said return days have passed but none of them have as yet appeared either in person or by solicitor.
Petitioner therefore prays your Honor to pass an order or decree taking the bill pro-confesso against the said defendants so in default and also to grant leave to the plaintiff to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill. And as in duty bound &c.

Gordon Tull

Plaintiffs Attorney.

It appearing from the proceedings in this case that the order of publication heretofore issued has been duly published in the Somerset News, a weekly publication in Somerset County and published as prescribed in said order, and the defendants, those duly summoned by subpoena as well as those summoned by publication viz: Mary Dennis, Washington Dennis, Emma Dennis, Isaiah Dennis, Millie Dennis, Mollie Dennis, Nancy Kersey, Hannibal Whittington Sallie Whittington, Stella Whittington, Chancel Whittington, Carrie Whittington, May Cerres Charles Cerres, Mable Peterson, William Peterson, Ethel Brown, John Brown, and Victoria Whittington, having failed to appear either in person or by solicitor and answer the Bill of complaint here in filed against them.
It is thereupon this 9th day of June 1930, by the Circuit Court for Somerset County in Equity, ordered and decreed that said bill of complaint be and the same is hereby taken pro-confesso against said defendants, non resident as well as resident so in default.
And it is further ordered that depositions be taken before one of the standing examiners of this Court to support the allegationsof the Bill.

Robt F. Duer Judge.

And afterwards to wit on the 19th June 1930 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:

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als. | ) | For Somerset County. |

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 this Court, duly qualified do hereby certify that at my office in Princess Anne Md on Thursday June 19th 1930 I did take the following depositions, that is to say:
Edward T. Landon a witness of lawful age being first duly sworn deposing says:
Int. State your name, agem residence and occupation.
Ans. Edward T. Landon Age 58 residence Marion Sta. Md. occupation farmer and merchant.
Int. Do you know the parties to this suit, and if so how long have you known them.
Ans. Yes I have known them for many years, some of them not very well but only as the heirs at law of Teagle Dennis decd.

Int. Is Teagle Dennis living or dead, if dead, did he leave a will? also what property if any, didh he leave, giving its location and value together with his heirs at law.

Ans. Teagle Dennis, id dead, He died intestate about May 1929, He left no personal property certainly not enough to pay his debts or any part thereof, and there was no administration by reason of lack of personal property. He left real estate in Brinkleys District, Somerset County Maryland worth about $400.00 a part of which was inherited from his father, and a part of which he purchased of Henry W. Hall, the same being in the aggregate about eighteen acres, more or less and the part inherited from hismfather was conveyed to him by deed from Hannah A. Whittington et als. heirs of said Teagle Dennis , dated August 19th 1889 and recorded in Liber H.F.L. No. 7 folio 449-450 and the remainder deeded to him by Henry W. Hall by deed dated November 7th 1876 and recorded in Liber L. W. No. 17 folios 14 & 15. The names and residences of his heirs at law are as follows:

(a) Mary Dennis, of full age and resides in Somerset County Md., and Washington Dennis, of full age and resides in Somerset County, and Isaiah Dennis, Mollie Dennis and Emma Dennis of full age and resides in Philadelphia Pa., being the widow and children of Isaiah Dennis a deceased brother.

(b) Nancy Kersey a sister now living of age and resides in Somerset County.

(c) Millie Dennis a daughter of a deceased brother Rufus Dennis a non resident of the state.

(d) Hannibal Whittington and Sallie Whittington his wife, and Council Whittington and Stella, his wife of full age and reside in Somerset County, Chancel Whittington and Carrie his wife of full age and reside in Phila Pa., and May Cerres and Charles her husband , Mable Peterson and William her husband, Ethel Brown and John her husband, and Victoria Whittington all of full age and reside in the State of New York all being the children of Hannah Whittington, a deceased sister of said Teagle Dennis.

Int. What debts if any did Teagle Dennis owe at the time of his deach.

Ans. I do not know all of them but do know that in addition to his funeral expenses and others and also a judgment dated Feby 22nd 1928 and recorded in Liber W.J.S. No. 3 (Magistrates Judgments) Folio 443 for the sum of $72.26 with interest from Feby 22nd 1928 and $1.30 costs' and $7.22 Collection charges, neither of which has been paid, and both filed herewith as part hereof marked Exhibits A and

Int. Why did you not resort to his personal property for the payment of said debt.

Ans. Because there was no personal property, certainly not enough to pay his bills or any part thereof, and there was no administration on his estate. The bills could not be made out of personal property whixh was insufficient to resort to for that purpose.

Court Question and answer No sir, nothing more.

Test: Harry C. Dashiell Exam. Edward T. Landon

I Henry Hall, a witness of lawful age, being first duly sworn deposing says:

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

Ans. I.Henry Hall, age 68 years, residence Marion Md. occupation Farmer.

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

Ans. Yes I know most of them and have known them for years, and I know all of them as the heirs of Teagle Dennis decd.

Int. Is Teagle Dennis living or dead. If dead how and when did he die what property if any did he leave, giving its value and the names of his heirs at law.

Ans. Teagle Dennis died sometime in May 1929, intestate lefe no personal property of any amount certainly not sufficient to pay his bills and there was no administration. He left two pieces of property aggregateing about 18 acres, more or less, one piece bought from my father and the other inherited from his father. I would value both pieces together at $400.00 It is in Brinkleys District Somerset Co. Md. I heard Mr. Landon give his testimony as to the names and residences of Teagle Dennis heirs and will say that he has mentioned them correctly. As he mentioned them, they are the proper heirs to the best of my knowledge and belief.

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Int. What debts, if any did he leave unpaid.

Ans. I dont know of any except his funeral expenses and Mr. Landons Judgment, His creditors know best about this matter.

Int. Why did the creditors not resort to personal property to pay their bills.

Ans. I dont think there was any personal property. So I have been informed- there was no administration, and if there was personal property there was not sufficient to pay his bills

Court question and answer No. Sir.

Test: Harry C. Dashiell. Exam. I. Henry Hall

Chancel Whittington, a witness of lawful age, being first duly sworn, deposing says:

Int. State your name, age, resicence and occupation.

Ans. Chancel Whittington age 38 residence Marion Md., occupation farmer.

Int. Do you know the parties to this suit, if so how long have you known them.

Ans. Yes, I have known them all my life, they arethe heirs of Teagle Dennis, deceased.

Int. If Teagle Dennis is dead, when and how did he die and what property, if any did he leave its value and who are his heirs at law.

Ans. Yes Teagle Dennis died in May 1929, intestate, left no personal property of any amount not enough to pay the expenses of administration and there was no administration.

He left real estate valued at about $400.00 in Brinkleys District Somerset County, Md., which was inherited from his father and purchased from Mr. Henry W. Hall of about 18 acres which is bounded on the north and east by the land of Mr. E. T. Landon on the south by that of Mary E. Dennis and on the west by that of Harding P. Tull.

I know all the heirs and the ones mentioned by Mr. Landon in his testimony proceding me are the proper heirs with their addresses of the said Teagle Dennis, Mr. Landon mention them all.

Int. What debts if any did Teagle Dennis owe when he died.

Ans. He owes his funeral expense bill also a judgment to Mr. Landon I dont know the amounts Mr. Landon can tell you and there may be others which I do not know about.

Int. Could these debts have been made out of the personal property left by Teagle Dennis.

Ans. No sir. he left no personal property, Not enough to pay the expenses of administration and there was no administration.

Court Question and answer. No. sir.

Test: Harry C. Dashiell Exam. Chancel Whittington.

Plaintiffs solicitor herewith files to be used as evidence in this cause short copy of Judgment and book acct marked exhibit A. .

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 19th day of June nineteen hundred and thirty.

Harry C. Dashiell (SEAL).

Examiner in Chancery.

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell | Examiner | $4.00. |
| I. Henry Hall | Witness and mileage | 1.35 |
| | | $5.35 |

And thereafter on the 12th day of July 1930 the Court passed the following Decree in the premises.

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als heirs at law of | ) | For Somerset County. |
| Teagle Dennis deceased. | ) | |

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

It is thereupon this 12th day of July 1930, by the Circuit Court for Somerset County sitting in Equity adjudged, ordered and decreed that the real estate in the proceedings mentioned in the above entitled cause being No. 4234 Chancery in the Circuit Court for Somerset County, wherein Edward T. Landon is complainant and Mary Dennis et als heirs at law of Teagle Dennis deceased are defendants, be sold.

That Gordon Tull be and he is hereby appointed trustee to make such sale; and the course and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of the Circuit Court for Somerset County a bond to the state of Maryland executed by himself and a surety or sureties to be approved by said Clerk in the penalty of Eight Hundred dollars, if individual surety or sureties or one half of said penal sum if corporate secutity, conditioned on the faithful performance of the trust reposed in him by the 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 and published 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 cash on day of sale and the balance of the purchase money to be paid in six months from that date, the whole to bear interest and be secured by the bond or note of the purchaser, with security to be approved by the trustee, or all cash at the option of the purchaser.

And as soon as may be convenient after such sale or sales the said trustee shall return to this Court a full and partucular 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 th 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, or his, 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 mat be taken for the same to be disposed of under the direction of this court, after deducting therefrom the costs of this cuit 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 is directed to give notice to the creditors of the said Teagle Dennis, deceased, to file their claims with the vouchers thereof in the office of the Clerk of this Court, within one month from the day of sale.

Robt F. Duer, Judge.

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 Edward T. Landon and Isaac Henry Hall sureties all of Somerset County, Maryland, are held and firmly bound unto the state of Maryland in the full and just sum of Eight Hundred dollars current money to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of July in the year nineteen hundred and thirty.

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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 Edward T. Landon against Mary Dennis et als.m heirs at law of Teagle Dennis, deceased the same being No. 4234 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 duties and 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 obliga tion 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: Gordon Tull (SEAL)

E. A. Robinson Edward T. Landon (SEAL).

I. Henry Hall (SEAL).

Which said bond was thus thereon endorsed.

Approved Geo. W. Lawson Clerk.

And thereafter to wit on the 8th September 1930 the said trusteemexhibited 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:

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als heirs at law of | ) | For Somerset County. |
| Teagle Dennis, decased. | ) | |

To the Honorable the Judges of said Court.

The report of Gordon Tull, trustee, appointed by a decree of this Court passed in the above entitled casue dated the 12th day of July 1930, to make sale of certain real estate therein mentioned respectfully represents.

That after giving bond with security for the faithful performance of his trust 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 Somerset News, a weekly newspaper printed and published in Somerset County for the last four successive weeks and more than twenty one days prior to said sale, he did pursuant to said notice attend in front of the Farmers Bank at Marion Station Maryland at three O'clock P. M. on Saturday September 8th 1930 and then and there proceeded to sell said property in manner following that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree situated in Brinkleys District, Somerset County, Maryland and further described as follows: Being a lot of about 18 acres of land more or less where the said Teagle Dennis resided at the time of his death and which is bounded on the north and east by the E. T. Landon property on the south by that of Mary Dennis and on the west by H. P. Tull and Leonard Shockley and ( with the exception of about three acres of woodland) which was conveyed to A.L. Horsey it is the same and all that land acquired by said Teagle Dennis in two deeds one from H. W. Hall and wife and the other from Hannah A. Whittington et als dated Aug, 19th 1889 and recorded in Libet H.D.L. No. 7 folio 449.

Your trustee sold said property described above to Edward T. Landon he being then and there highest and best bidder therefor at and for the sum of Four Hundred and Eighty dollars ($480.00) and the said purchaser has complied with the terms of the said sale.

Respectfully submitted. Gordon Tull, Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 8th day of September 1930 before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Gordon Tull, trustee mentioned in the above report of sales and made oath in due form of law that the matters and things set forth in the above report are true and that the sale was fairly made.

Geo. W. Lawson Clerk.

Upon which said report the following order was passed.

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary Dennis et als heirs at law | ) | For Somerset County. |
| of Teagle Dennis deceased. | ) | |

Ordered by the Circuit Court for Somerset County in Equity this 8th day of September 1930 that the sale of the property mentioned in these proceedings in the above entitled cause to make s said sale 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 weekly newspaper printed and 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 $480.00.

Geo. W. Lawson Clerk.

And now atthis day to wit on the 15th day of November 1930 came again into Court here the said complainant by his solicitor amd on the motion of said complainant by his solicitor aforesaid the Court here passed the following order to wit:

| | | |
|---|---|---|
| Edward T. Landon | ) | No. 4234 Chancery |
| Vs. | ) | In the Circuit Court for Somerset |
| Mary Dennis et als heirs at law | ) | County. |
| of Teagle Dennis deceased. | ) | |

Ordered by the Circuit Court for Somerset County in Equity, this 15th day of November 1930 that the said sale made and reported by Gordon Tull trustee as aforesaid be and the same is hereby ratified and confirmed finally 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: ,Clerk.

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| | | |
|---|---|---|
| H. Fillmore Lankford, | ) | Be it remembered that heretofore, |
| Ex Parte. | ) | to wit, on the 15th day of October, |
| Trust created by mortgage from William C. | ) | in the year nineteen hundred and |
| Blake and wife and Warren L. Lankford and | ) | thirty, a certain Robert H.Whitting- |
| wife, to Robert H. Whittington assigned to | ) | ton/by H, Fillmore Lankford, his |
| H. Fillmore Lankford for the purpose of | ) | solicitor exhibited and filed in |
| foreclosure. | ) | the Circuit Court here a certain |

of Somerset County and State of Md.,

mortgage executed and delivered to Robert H. Whittington by a certain William C. Blake and wife and Warren L. Lankford and wife, of said county and state, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 8th day of March, in the year nineteen hundred and nineteen, by William C. Blake and Dorothy K. Blake, his wife, and Warren L. Lankford and Mary P. Lankford,his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said William C. Blake and Warren L. Lankford, are indebted to Robert H. Whittington of said county and state, in the sum of Twelve Hundred Dollars for the balance of purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Wm. C. Blake, Dorothy Blake, Warren L. Lankford and Mary P. Lankford, for said sum, dated evenly herewith, payable to the said Robert H. Whittington one year after date, with interest 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 William C. Blake and Dorothy K. Blake, his wife, and Warren L. Lankford and Mary P.Lankford his wife, do grant and convey unto the said Robert H. Whittington, his heirs and assigns, all that farm, lot or parcel of land in Lower Quindocqua Neck, Brinkleys District, Somerset County, Maryland, which was conveyed to the said William C. Blake and Warren L. Lankford by the said Robert H. Whittington and wife by deed dated evenly herewith, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, being the same and all the land which was conveyed to the said Robert H. Whittington by John William Garrison and Virginia Lankford by deed dated the 7th day of March, 1914, recorded among the land records of said county in Liber W.J.S.No.66, folio 175, etc., containing fifty acres, more or less, to which said deeds and all the references in said deed contained reference is hereby made for full and accurate description of the land 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 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 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, 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, 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 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 existence 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 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.

Witness the hands and seals of said mortgagors.

Test:

Levin H. Hall

William C. Blake (SEAL)

Dorothy K. Blake (SEAL)

Warren L. Lankford (SEAL)

Mary P. Lankford (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 8th day of March, in the year nineteen hundred and nineteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared William C. Blake and Dorothy K. Blake, his wife, and Warren L.Lankford and Mary P. Lankford, 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

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and place also personally appeared before me Robert H. Whittington, mortgagee 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.

Levin H. Hall, J.P.

Received for record March 10th, 1919, and recorded in Liber W.J.S.No.75, folio 462 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment.

In pursuance of an order of the Orphans Court for Somerset County, and as executor of the Last Will and Testament of Robert H. Whittington, late of Somerset County, deceased, I hereby assign the within and foregoing mortgage to W. Rowe Whittington, trustee under the will of the said Robert H. Whittington.

Witness my hand and seal this 2nd day of November, nineteen hundred and twenty-nine.

Witness:

R. B, W. Whittington

W. Rowe Whittington (SEAL)
Executor of Robert H. Whittington, deceased.

Filed for record November 2nd, 1929, and recorded in Liber W.J.S.No.75, folio 462, one of the Land Records of Somerset County.

Test: Geo. W. Lawson, Clerk.

Assignment.

For value received, and for the purpose of collection and foreclosure, I, the undersigned W. Rowe Whittington, trustee under the will of Robert H. Whittington, deceased, hereby assign the within and foregoing mortgage to H. Fillmore Lankford.

Witness my hand and seal this 6th day of September, nineteen hundred and thirty.

Witness:

Henry M. Lankford.

W. Rowe Whittington (SEAL),
Trustee under the will of Robert H. Whittington, dec'd.

Filed for record September 25th, 1930, and recorded in Liber W.J.S.No.75, folio 462.

Test: Geo. W. Lawson, Clerk.

The Bill Obligatory filed in the said Mortgage is in the words following to wit:

$1200.00. Eighth (8th) March, 1919.

Secured by mortgage of even date herewith, and for value received, One year after date, we promise to pay to the order of Robert H. Whittington, Twelve Hundred Dollars (balance of purchase money for property conveyed by said mortgage), with interest 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.

Witness:

Levin H. Hall

William C. Blake (SEAL)
Dorothy K. Blake (SEAL)
Warren L. Lankford (SEAL)
Mary P. Lankford (SEAL)

24¢ Revenue Stamp.

| | | |
|---|---|---|
| By Cash | June 11th, 1919 | $300.00 |
| " " | " " " Int. | 4.50 |
| " " | Mar. 10th, 1920, Int. | 54.00 |
| " " | " " 1920 " | 54.00 |
| " " | " 8th, 1922, " | 54.00 |
| " " | " 16, 1923, " | 54.00 |
| " " | Apr. 4th, 1924, " | 54.00 |
| " " | " 11th, 1925, " | 54.00 |
| | March 30th, 1926, | 54.00 |
| | March 22nd, 1927, | 54.00 |
| | " 15th, 1928, | 54.00 |
| " Int. | March 14th, 1929, | 54.00 |

In pursuance of an order of the Orphans Court for Somerset County, and as executor of the last will and testament of Robert H. Whittington, late of Somerset County, deceased, I hereby assign the within bill obligatory to W. Rowe Whittington, trustee under the will of the said Robert H. Whittington.

Witness my hand and seal this 2nd day of November 1929.

Witness: W. Rowe Whittington (SEAL)
Executor of Robert H. Whittington, dec'd.

Elva Mae Waller.

And thereupon the said H. Fillmore Lankford, Assignee 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 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, in the whole and for the whole, jointly and severally,firmly by these presents, sealed with our seals and dated this 15th day of October, nineteen hundred and thirty.

Whereas by mortgage dated the 8th day of March, 1919, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.75, folio 462 etc, a certain Wm. C. Blake and Dorothy K. Blake, his wife, and Warren L. Lankford and Mary P. Lankford, his wife, granted to Robert H. Whittington, certain real estate in said county, described in said mortgage, to secure the payment of the sum therein mentioned, and whereas by assignment dated the 2nd day of November,1929, recorded among said records in Liber W.J.S.No.75, folio 462 etc., W. Rowe Whittington, Executor of the last will and testament of the said Robert H. Whittington, then deceased, assigned said mortgage to W. Rowe Whittington, Trustee under the said last will and testament of the said Robert H. Whittington, and whereas by assignment dated the 6th day of September, 1930, recorded among the said records in Liber W.J.S.No.75, folio 462 etc, the said W. Rowe Whittington Trustee as aforesaid, assigned said mortgage to the said H. Fillmore Lankford, for the purpose of collection and foreclosure, after default had occurred in the terms, conditions and covenants of said mortgage, and whereas the said H. Fillmore Lankford is authorized upon default in the terms, conditions and covenants of said mortgage to sell the property by said mortgage conveyed, and whereas the said H. Fillmore Lankford, assignee 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 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.

In testimony whereof, the said H. Fillmore Lankford has hereto set his hand and seal, and the Fidelity and Deposit Company of Maryland, a body corporate, 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 first written.

Witness: Corporate Seal. H. Fillmore Lankford (SEAL)

James R. Stewart.

Fidelity and Deposit Company of Maryland, a body corporate by H. Fillmore Lankford, Attorney in fact per power of Attorney recorded in the office of the Clerk of Circuit Court for Somerset County in Liber W.J.S.No.91, folio 35 &c.,

The within bond and surety are hereby approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on the 21st day of October, in the year nineteen hundred and thirty, 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:

H36078

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| H. Fillmore Lankford, Ex Parte. | No.4289 Chancery, In the Circuit Court For Somerset County, Maryland, Trust created by mortgage from William C. Blake and wife and Warren L.Lankford and wife to Robert H.Whittington |

assigned to the said H. Fillmore Lankford, for the purpose of foreclosure.

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

The report of H. Fillmore Lankford, assignee of a mortgage from Warren L. Lankford and Mary P. Lankford, his wife, and William C. Blake and Dorothy K. Blake, his wife, to Robert H. Whittington, dated the 8th day of March, 1919, recorded among the land records of said County in Liber W.J.S.No.75, folio 462 etc, which said mortgage was assigned by W. Rowe Whittington, Executor of the last will and testament of the said Robert H. Whittington, to W. Rowe Whittington, trustee under the will of the said Robert H. Whittington, by assignment dated the 2nd day of November, 1929, recorded among said records in Liber W.J.S.No.75, folio 462, and which was further assigned by the said W. Rowe Whittington, trustee as aforesaid, to the said H.Fillmore Lankford, for the purpose of foreclosure by assignment dated the 6th day of September, 1930, recorded among said records in Liber W.J.S.No.75, folio 462, respectfully represents:

That after default had occurred under the conditions, terms 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, and after having given 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 notice posted at the Court House door, in said County, he did, in pursuance of said notice attend in front of the office of W. R. Whittington & Son, in the village of Marion, in Somerset County, Maryland, on Saturday the 18th day of October, 1930, at or about the hour of two o'clock P.M., and then and there proceeded to sell at public auction, the following described real estate mentioned, described and conveyed in said mortgage, as follows:

He offered all that lot of land in Lower Quindocqua Neck, in Brinkleys District, in Somerset County, Maryland, containing twenty-six acres, more or Less, of which about ten acres are in woodland, lying on the east side of the county road leading to Tull's Point, and on both sides of a road leading from the last named road to the property whereon Coulbourn Thomas resides, and being the same and all the land which was conveyed to the said William C. Blake and Warren L. Lankford by Robert H. Whittington and wife, by deed dated the 8th day of March, 1919, recorded among said records in Liber W.J.S.No.77, folio 583 etc, except so much thereof as has been conveyed by the said William C. Blake and wife and Warren L. Lankford and wife to Charles H. Wilson by deed dated the 1st day of May, 1919, recorded among said records in Liber W.J.S.No.78, folio 286 etc, improved by two tenant houses, and sold the same to Thomas P.Coulbourn, he being then and there the highest bidder therefor, at and for the sum of twelve hundred and ten dollars, and the said purchaser has complied with the terms of sale by paying cash for said property.

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.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of October, nineteen hundred and thirty, 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, 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.

Geo. W. Lawson,
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:

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| H. Fillmore Lankford, Ex parte. | No.4289 Chancery, In the Circuit Court For Somerset County, Maryland. Trust created by mortgage from William C. Blake and wife, and Warren L. Lankford and wife, to Robert H. Whittington, assigned to H. Fillmore Lankford, for |

the purpose of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 21st day of October, nineteen hundred and thirty, 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 20th day of November, 1930, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 17th day of November, 1930.

The report states the amount of sale to be twelve hundred and ten dollars.

Geo. W. Lawson, Clerk.

And now at this day to wit, on the 28th day of November, in the year nineteen hundred and thirty comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order, to wit:

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| H. Fillmore Lankford, Ex parte. | No.4289 Chancery, In the Circuit Court For Somerset County, Maryland. Trust created by mortgage from William C. Blake and wife and Warren L. Lankford and wife, to Robert H. Whittington assigned to H. Fillmore Lankford, for purpose |

of foreclosure.

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 28th day of November, nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, Assignee, and the sale of real estate by him reported, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer,
Judge of said Court.

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. Millard Tawes, Clerk.

H36078

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| Peoples Bank of Somerset County,<br>a Maryland corporation.<br>Vs.<br>Mary Jones, Isabella Jones, et al.,<br>No.4045 Chancery. | Be it remembered that heretofore, to wit, on the 10th day of May, in the year nineteen hundred and thirty, a certain Peoples Bank of Somerset County, by L. Creston Beauchamp, his solicitor exhibited and |

filed in the Circuit Court here a bill of complaint against Mary Jones, Isabella Jones, George Jones, her husband, Charles C. White and Florence White and Gilbert White, her husband, Rosette Jones, Edward Jones, George Williams and Martha Williams, his wife, Mary Stokely and James Stokely, her husband, William Williams and Bertha Williams, his wife, Benjamin Williams and Rebecca Williams, his wife, Cora Fleming, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey and Betsy Williams, which said bill of complaint is in the words following, to wit:

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| Peoples Bank of Somerset County,<br>a Maryland corporation.<br>Vs.<br>Mary Jones, Isabella Jones and George Jones, her husband, Charles C. White and Florence White, and Gilbert White, her husband, Rosette Jones, Edward Jones, George Williams and Martha Williams, his wife, Mary Stokely and James Stokely, her husband William Williams and Bertha Williams, his wife, Benjamin Williams and Rebecca Williams, his wife, Cora Fleming, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey and Betsy Williams. | No.4045 Chancery,<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

Your orator, who sues as well for itself as for all other creditors of Robert Jones, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

1. That the said Robert Jones, together with Mary Jones, his wife, were in the life time of the said Robert justly indebted unto your orator in the sum of one hundred and twenty-five dollars, with interest, together with seven dollars costs and twelve dollars and fifty cents collection charges as will appear by reference to the promissory note filed in No.104 Appearances, on the April 1925, docket of said Court.

2. That the said Robert Jones, being so indebted unto your orator as aforesaid, and unto divers other persons, and having no personal estate of any value, and upon which no administration was ever had, but having real estate of considerable value in said Somerset County, departed this life on the 19th of January 1926, intestate, leaving surviving him as his only heirs at law his widow, the said Mary E. Jones, an adult and resident of said Somerset County, and the following named parties, all of whom are above the age of twenty-one years.

(a) Isabella Jones and George Jones, her husband, of Somerset County, Maryland; Charles C. White, of Laurel, Delaware; Florence White and Gilbert White, her husband, of said Somerset County; Rosetta Jones, a non-resident of Maryland, whose residence is unknown to your orator; Edward Jones, of Said Somerset County; All of the above named parties being children or descendants and the only heirs at law of Hettie Jones, deceased, a sister of the said Robert Jones;

(b) George Williams and Martha Williams, his wife, of Wicomico County, Maryland; Betsy Williams of said Somerset County; Mary Stokely and James Stokely, her husband, of said Somerset

County; All of the above parties being children or descendants and the only heirs at law of Sarah Williams, deceased, a sister of the said Robert Jones.

(c) William Williams and Bertha Williams, his wife, of said Somerset County; Benjamin Williams and Rebecca Williams, his wife, of said Somerset County, Cora Fleming, of Dorchester County, Maryland.

The above named parties being children or descendants and the only heirs at law of Crecy Williams, deceased, a daughter of the said Sarah Williams.

(d) Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey, all of Philadelphia, Pennsylvania, who are the widow and children of Richard Elzey a deceased son of Caroline Elzey, who was a deceased daughter of the said Sarah Williams.

(3) That your orator further charges that the personal estate of the said Robert Jones is not sufficient to pay the costs of administration and the debts due and owing by the said Robert at the time of his death, and that your orator is entitled to have the real estate sold for the payment of its claim and of the claims of the other creditors of said decedent, 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 real estate of the said Robert Jones, deceased, or so much thereof as may be necessary, may be decreed to be sold for the payment of the aforesaid debt of your orator and of the other creditors of said deceased.

C. That your orator may have such other and further relief as its case may require.

May it please Your Honors to grant unto your orator the order of publication giving notice to the said Charles C. White, of Delaware, Rosetta Jones, whose address is unknown to your orator, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey, all of Philadelphia, Pennsylvania, and all of said parties being non-residents of the state of Maryland, of the object and substance of this bill, and warning them to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed; and also that the writ of subpoena directed to the said Cora Fleming of Dorchester County, Maryland, and George Williams and Martha Williams, his wife, of Wicomico County, Maryland, and to Mary E. Jones, Isabella Jones and George Jones, her husband, Florence White and Gilbert White, her husband, Edward Jones, Mary Stokely and James Stokely, her husband, William Williams and Bertha Williams, his wife, Benjamin Williams and Rebecca Williams, his wife, and Betsy Williams, all of 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 show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.,

L. Creston Beauchamp,
Solicitor for complainant.

And thereupon, in pursuance of the prayer of the foregoing bill, and by order of Court here, the following Order of Publication was filed.

[illegible]

H36078

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| Peoples Bank of Somerset County, a Maryland corporation. | ) | |
| Vs. | ) | |
| Mary Jones, Isabella Jones and George Jones, her husband, Charles C. White and Florence White and Gilbert White, her husband, Rosette Jones, Edward Jones, George Williams and Martha Williams, his wife, Betsy Williams, Mary Stokely and James Stokely, her husband, William Williams, and Bertha Williams, his wife, Benjamin Williams and Rebecca Williams, his wife, Cora Fleming, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey. | ) | No.4045 Chancery, In the Circuit Court For Somerset County, Maryland. |

The object of the suit is to procure the sale of certain land in Somerset County, Maryland, of which Robert Jones and Mary Jones, of said Somerset County, were the owners, at the time of the death of Robert Jones,

The bill states that on the 19th of January 1926, the said Robert Jones departed this life intestate leaving real estate of great value in said Somerset County; that at the time of his death, he and his wife, Mary Jones, were indebted unto your orator in the sum of $125. on their promissory note, on which judgment was, on the 29th of June, 1925, entered for $125. with interest, together with $7. costs and $12.50 collection charges, same being #104 Appearances, April Term, 1925, that the said Robert Jones left surviving him as his heirs at law his widow, Mary Jones, and the following, all of whom are adults, Isabella Jones and George Jones, her husband, Florence White and Gilbert White, her husband, Edward Jones, Mary Stokely and James Stokely, her husband, William Williams and Bertha Williams, his wife, Benjamin Williams and Rebecca Williams, his wife, and Betsy Williams, all of said Somerset County, and George Williams and Martha Williams, his wife, of Wicomico County, Maryland, and Cora Fleming, of Dorchester County, Maryland, and Charles C. White, Rosetta Jones, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey, all of whom are non-residents of the state of Maryland, that the personal estate of the said Robert Jones, deceased, was of small value and insufficient to pay the debts due by him at the time of his death.

It is thereupon, this tenth day of May, 1928, ordered by 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 said Somerset County once in each of four successive weeks before the fourteenth day of June, 1928, give notice to the said non-residents 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 fifth day of July, 1928, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

And thereafter to wit on the 10th day of May, in the year nineteen hundred and twenty-eight, the following subpoenas were filed.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Cora Fleming 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 June next to answer the complaint of Peoples Bank of Somerset County 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 May Anno Domini 1928.

Issued the 11th day of May, Anno Domini 1928.

Per Order:

Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of State

The State of Maryland, To George Williams, Martha Williams 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 June next to answer the complaint of Peoples Bank of Somerset County 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 May, Anno Domini 1928.

Issued the 11th day of May Anno Domini 1928.

Per Order:

Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Mary E. Jones, Isabella Jones, George Jones, Florence White of Somerset County, Greeting: You are hereby commandéd 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 Peoples Bank of Somerset County 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 May, Anno Domini 1928.

Issued the 11th day of May, Anno Domini 1928.

Per Order:

Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Gilbert White, Edward Jones, Mary Stokely, James Stokely 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 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 May Anno Domini 1928.

Issued the 11th day of May, Anno Domini 1928.

Per Order:

Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To William Williams, Bertha Williams, Benjamin Williams, Rebecca Williams, Betsy Williams 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 Peoples Bank of Somerset County 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 May, Anno Domini 1928.

Issued the 11th day of May, Anno Domini 1928.

Per Order:

Geo. W. Lawson, Clerk.

And at the same time also the Sheriff of Dorchester County, to whom the first writ is directed, also came and made return thereof to the Court here in the words following, to wit:

Summoned and duplicate copy left, 5/24/28.

Ira Y. Wheatley, Sheriff.

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Sheriff's return to second writ from Wicomico County, as follows:

Served upon George Williams and Martha Williams and copy of subpoena left with each.

E.C. Duffy, Sheriff.

Sheriff's return to third writ,

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

To the fourth of said writs:

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

To the fifth of said writs:

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on the 27th day of August, in the year nineteen hundred and twenty-eight the following Decree Pro Confesso and Order to Take Testimony was filed:

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| Peoples Bank of Somerset County, | ) | |
| a Maryland corporation. | ) | |
| Vs. | ) | No.4045 Chancery, |
| Mary Jones, Isabella Jones and George Jones, her husband, Charles C. White and Florence White and Gilbert White, her husband, Rosette Jones, Edward Jones, George Williams and Martha Williams, his wife, Mary Stokely and James Stokely, her husband, William Williams and Rebecca Williams, his wife, Cora Fleming, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey, Dennis Elzey and Betsy Williams. | ) | In the Circuit Court For Somerset County, Maryland. |

It appearing from the proceedings in this cause that the order of publication issued therein has been duly published in the Marylander and Herald, a newspaper printed and published in Somerset County, Maryland, as prescribed by said order, and that the defendants, Mary Jones, Isabella Jones and George Jones, Edward Jones, Florence White, Gilbert White, Mary Stokely, James Stokely, William Williams, Bertha Williams, Benjamin Williams, Rebecca Williams, Betsy Williams, George Williams, Martha Williams and Cora Fleming, have been duly summoned, and that all of said defendants have failed to appear in person or by solicitor and answer the bill of complaint filed against them.

It is thereupon, this 27th day of August, 1928, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said bill of complaint be and the same is hereby taken pro confesso against all of said defendants.

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 after wards, to wit, on the 4th day of September, in the year nineteen hundred and twenty-eight, 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 by him taken, in the words following, to wit:

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| Peoples Bank etc., | ) | No.4045 Chancery, |
| Vs. | ) | In the Circuit Court |
| Mary Jones, 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, September 1, 1928, I did take the following depositions, that is to say:

Mary Stokley, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Mary Stokley, age about 71 years, residence, Venton, Maryland, occupation house wife.

Int.2. Did you know Robert Jones? If so, is he living or dead and if dead, when did he die?

Ans. I knew him. He died in 1926, in the month of February.

Int.3. Did he leave any last will and testament and if not, who are his heirs at law?

Ans. He left no last will and testament and his heirs at law are his wife, Mary E.Jones Isabelle Jones and George Jones, her husband, Charles C. White, Florence White, Gilbert White, Rosetta Jones, Edward Jones, all being children or descendants and the only heirs at law of Hettie Jones, a deceased sister of Robert Jones, They are all adults and all residents of Somerset County except Charles C. White, who lives in Laurel, Del., and Rosetta Jones whose residence is unknown. George Williams, Betsie Williams, Mary Stokley all being children or descendants and the only heirs of Sarah Williams a deceased sister of Robert Jones, all are adults living in Somerset County except George Williams who lives in Wicomico County. William Williams and Benjamin Williams both adults and residents of Somerset County and Cora Fleming, adult, residing in Dorchester County, being children or descendants and only heirs at law of Crecy Williams, a deceased daughter of the said Sarah Williams, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey, all adults and residents of Philadelphia, Pa., being the widow and children of Richard Elzey, a deceased son of Caroline Elzey, who was a deceased daughter of the said Sarah Williams.

Int.4. State what, if any, real estate Robert Jones owned at the time of his death and your idea of the value of it?

Ans. Robert Jones and his wife as tenants in common owned a house and lot in West Princess Anne District, on the State Road leading to Deals Island, adjoining the Bloodsworth Garage and Fitzgerald Lane. It is worth about $500.00.

Court question and answer:

"No Sir."

Test:

Harry C. Dashiell,
Examiner.

Mary his X mark Stokley,
(witness cannot write-signs by mark).

Omar J. Croswell, a witness of lawful age being first duly sworn, deposing says:

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

Ans. Omar J. Croswell, age 45 years, residence Princess Anne, Md., occupation Cashier of Peoples' Bank.

Int.2. Did you know Robert Jones, in his life time?

Ans. I did.

Int.3. State whether the People's Bank which you represent had any business transaction with the said Robert Jones during his life time and if so, whether he owed the Bank any money at his death and if so, how much?

Ans. Yes, we had dealings with him and at his death he owed the People's Bank $125.00, same being reduced to a judgment for said amount with interest from December 29, 1925, and $7.00 costs and $12.50 collection fee. No part of this debt has since been paid. This judgment is against Robt. Jones and Mary E. Jones, his wife.

Court question and answer.

"Nothing more."

Test: Harry C. Dashiell, Examiner.

O. J. Croswell.

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Edward Jones, a witness of lawful age, being first duly sworn deposing says:

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

Ans. Edward Jones, age 52 years, residence Princess Anne, Md., occupation laborer.

Int.2. Did you know Robert Jones? If so, is he living or dead and if dead when did he die?

Ans. I did know Robert Jones, He died in February 1926.

Int.3. Did he or not leave any last will and testament and if not, who are his heirs at law?

Ans. He left no will and his heirs at law are his wife, Mary E. Jones and Isabelle Jones, Charles C. White, Florence White, Gilbert White, Rosetta Jones, Edward Jones are adults and residents of Somerset County, except Charles C. White living in Laurel, Del., and Rosetta Jones, whose residence is unknown, all of whom are descendants and the only heirs at lat of Hettie Jones, a deceased sister of Robert Jones, George Williams, Betsie Williams and Mary Stokley all being children and descendants and the only heirs at law of Sarah Williams, a deceased sister of Robert Jones, all being adults and living in Somerset County except George Williams who lives in Wicomico County, William Williams and Benjamin Williams adults and residents of Somerset County and Cora Fleming, adult, residing in Dorchester County being children or descendants of the only heirs at law of Crecy Williams, a deceased daughter of the said Sarah Williams, Rose Elzey, Mamie Elzey, William Elzey, Clarence Elzey and Dennis Elzey all adults and residents of Philadelphia, Pa., being the widow and children of Richard Elzey a deceased son of Caroline Elzey, who was a deceased daughter of the said Sarah Williams.

Int.4. Did the said Robert Jones own any real estate at the time of his death and if so, what was its value?

Ans. Robert Jones and his wife, Mary E. Jones, as tenants in common owned a house and about two acres of land on the State Road leading to Deals Island adjoining the Bloodsworth Garage and Fitzgerald Lane in West Princess Anne District, worth about $500.00.

Court question and answer:

"No, Sir."

Test: Harry C. Dashiell,
Examiner.

his
Edward W. X Jones
mark

(Witness signs by mark because he cannot write his name).

Plaintiff's solicitor herewith files to be used as evidence in this cause short copy of Judgment in favor of People's Bank Vs. Robt. Jones and wife marked Exhibit "A".

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 1st day of September, 1928.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00

Exhibit "A" filed in said testimony as follows:

In the Circuit Court for Somerset County, April Term, 1925.

Peoples Bank of Somerset County, a Maryland corporation.

Vs.

Robert Jones and Mary E. Jones his wife.

Short Copy of Judgment No.104 Appearances.

| | |
|---|---|
| Damages | $125.00 |
| Costs, | 7.00 |
| Collection Fee | 12.40 |

Judgment June 29, 1925.

Interest from date, Exemption waived.

Test: W. Jerome Sterling, Clerk.

And thereafter, to wit, on the October 25th, 1928, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Peoples Bank of Somerset County | ) | |
| Vs. | ) | No.4045 Chancery, |
| Mary Jones, Isabella Jones, et al., | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

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

It is thereupon, this 24th day of October, 1928, by the Circuit Court for Somerset County Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be and he is hereby appointed trustee to make said sale, the course and manner of which shall be as follows: He shall first file in the office of the Clerk of the Circuit Court for this county a bond to the State of Maryland, executed by himself and a surety to be approved by said Clerk in the penalty of one thousand dollars, conditioned upon the faithful performances of the trust reposed in him by this decree, or that me 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 thereof by advertisement 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 one-half cash on the day of sale and the balance to be paid in four months from the day of sale, the deferred payment to bear interest from the day of sale and to be secured to the satisfaction of the trustee, or all cash at the option of the purchaser.

As soon as may be convenient after any such sale, the trustee shall return to the Court a full and particular account of the same, with an affidavit of the trust thereof and of the fairness of such sale annexed.

And, on the ratification of such sale by the Court, and on the payment of the entire purchase money, and not before the said trustee shall by 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, the property to him, her or them sold, free and discharged of all claims to the parties, to this cause, and of any persons claiming by, from or under them, and the said trustee shall bring into this Court the money arising from said sale and the note which may be taken in connection therewith, 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.

Joseph L. Bailey,
Judge.

And thereupon 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, principal, and Claude R. Bounds and Grover T. Ross, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of seven 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of January, 1929;

Whereas by a decree of the Circuit Court for Somerset County, Maryland, dated the 24th day of October, 1928, and passed in a cause in said Court pending, wherein the Peoples Bank of Somerset County, is complainant and Mary Jones and others are defendants, the same being No.

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4045 on the Chancery docket of said Court, the above named L. Creston Beauchamp was appointed trustee with power to sell the real estate in said cause decreed to be sold, and whereas the said L. Creston Beauchamp is about to enter upon the execution of said trust:

Now therefore the condition of the above obligation is such that if, the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that me be reposed in him by and 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.

L. Creston Beauchamp (SEAL)

Witness:

Claude R. Bounds (SEAL)

Grover T. Ross (SEAL)

Which said Bond was thus thereon endorsed, to wit:
Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on May 21st, 1929, 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:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | No.4045 Chancery, |
| Vs. | ) | In the Circuit Court |
| Mary Jones, Isabella Jones, et al., | ) | For Somerset County, |
| | ) | Maryland. |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court in the above entitled cause, respectfully represents:

That after giving bond with security for the faithful performance of his truste and after having complied with all the other pre-requisites, as required by law and said decree, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Marylander & Herald," a newspaper published in said Somerset County, for at least thred successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door, in Princess Anne, Maryland, on Monday, February 4th, 1929, at or about the hour of 1.30 o'clock P.M., and then and there proceeded to sell all of said real estate in manner following, that is to say, he offered all the interest of Robert Jones, deceased, the same being an one-half interest, in and to all that lot or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on both sides of the state road leading from Princess Anne to Dames Quarter, adjoining the garage of R. L. Bloodsworth,and containing 3 acres, more or less, being a part of the land mentioned in the two following deeds: One to Robert Jones from James M. Stone and wife, dated May 27th, 1876, recorded among the land records of said Somerset County in Liber L.W.No.16, folio 338 and the second to Robert Jones and Mary Jones, his wife, as tenants in common, from E.J. Pusey and others, dated the 20th of March, 1917, recorded among said land records in Liber W.J.S.No.73, folio 31, which said property was improved by a four room dwelling and outbuildings, whereupon Harry T. Phoebus, being the highest and best bidder therefor, became the purchaser thereof at and for the sum of two hundred dollars, which he has fully paid to the said trustee.

Your trustee further reports that he has distributed the proceeds of said sale as follows

| | |
|---|---|
| Clerk's Costs, | $45.85 |
| Advertising Sale & Order Nisi, | 22.75 |
| Order of Publication | 30.00 |
| ½ Taxrd 1924-5-6-7-8, Forwarded. | 22.96 |

| | | |
|---|---|---|
| Forwarded ---------- | | $121.56. |
| ½ Judgment, Peoples Bank, | $63.50 | |
| ½ Auctioneer,---------- | 1.50 | |
| Trustee's Commissions,---------- | 25.00 | 90.00 |
| | | $211.56 |

Balance due Peoples Bank on judgment, to be paid out of fund collected in No.30 Judicials January Term, 1929,---------$11.56

And your trustee prays a ratification of his proceedings.

Respectfully submitted.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of May, 1929, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, 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 and belief, and that the sale therein reported and distribution therein made were fairly made.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | No.4045 Chancery, |
| Vs. | ) | In the Circuit Court |
| Mary Jones, Isabella Jones et al., | ) | For Somerset County, Maryland. |

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 21st day of May, 1929, that the sale of property made and reported by L. Creston Beauchamp, trustee and the distribution of proceeds thereof by him made, be ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before 20th of June, 1929, 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 20th of June, 1929,

The report states the amount of sales to be $200.00.

Robert F. Duer,
Judge.

And now at this day, to wit, on the 24th day of November, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, | ) | NO.4045 Chancery, |
| Vs. | ) | Somerset County, |
| Mary Jones, Isabella Jones et al., | ) | Maryland. |
| | ) | |

In the above entitled cause it is ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 24th day of November, 1930, that the sale of property and the distribution of the proceeds from the sale thereof, be and the same are hereby finally ratified and confirmed, no exceptions having been filed and 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: J. Millard Tawes ,Clerk.

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Charles W. Held , Assignee Ex Parte ) Be it remembered that heretofore to wit on the
under a mortgage from Wm E. Johnson and ) 21st August 1930 a certain The Federal Land
Rachel his wife to the Federal Land Bank ) Bank of Baltimore by its attorney exhibited
of Baltimore, Inc. ) and filed in the Circuit Court here a certain
) mortgage executed and delivered to The Federal
Land Bank of Baltimore by a certain William Ellis
Johnson and Rachel Johnson of said county and

State which said mortgage is in the words following to wit:

THIS MORTGAGE, made the twenty fifth day of September in the year nineteen hundred and twenty eight between William Ellis Johnson and Rachel Johnson his wife, of Somerset County, in the state of Maryland, hereinafter called "Mortgagor" ( and the pronouns "he" "his", "him" hereinafter used an reference to said term "Mortgagor " shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term) of the first part and The Federal Land Bank of Baltimore of the city of Baltimore, in the state of Maryland hereinafter called "Bank, of the second part.

Witnesseth that whereas said mortgagor is justly indebted to said Bank in the principal sum of $6000.00 this day lent said Mortgagor by said Bank:

And whereas said Mortgagor has executed and delivered to said Bank his promissory note, of even date herewith for said principal sum of $6000.00 and interest thereon at the rate of five per centum per annum, payable to the order of said Bank in Seventy one semi annual installments of $180.00) and a final instalment of $279.28 the first of said installments being payable six months from the date hereof and the others being payable successively every six months thereafter until the whole debt, principal and interest, has been paid, all of said instalments being based on the amortization plan as provided for in The Federal Farm Loan Act; and the better to secure the payment of said principal sum and interest in the manner and at the times above set out this mortgage is executed and delivered;

Now therefore in consideration of the premises and of $1.00 said Mortgagor hereby grants and conveys unto said Bank its successors and assigns.

A tract of land in East Princess Anne District Somerset County, Maryland being a part of the lands of which Benjamin F. Lankford died seized and possessed and being a part of 200.15 acres more or less, of the 640 acres which was granted and conveyed to said Lafayette Burlingame by Geo. A. Wilford and wife and Harry H. Wilford and wife by deed dated February 19, 1916, and duly recorded in Liber W.J S. No. 70 folio 347 etc., and fully described in the plat and certificate of Samuel F. Miles, surveyor, contained and recorded with this deed as follows:

A tract of land situated as aforesaid and is that part of the B. F. Lankford farm onnwhich was his home and main buildings, and is known in older surveys as "Allens Vale" and is bounded as follows: Beginning at a cedar post by the south east side of the public road leading to Princess Anne as shown in the plat by the letter A which beginning is 41 poles from the fork of the main road; thence running with a ditch S 44 deg. 30' E 42 poles; thence S. 18 deg E 8¼ poles; thence S 40 deg 45' E 19½ poles, thence S. 44 deg 30' E with a ditch in the field and marked trees in the woods 126 poles, thence S. 22 deg 15' W 121¼ poles to the original outline of said tract and the Ross lands; thence with same the two following courses N 39 deg W 36¼ poles to a ditch by the filed; thence with said ditch 49 deg 45' W 38 3/4 poles to another ditch; thence with same N. 46 deg 45' W 93 poles. thence N 43 deg 45' E 7 poles; thence N. 54 deg W 49 poles, thence S. 40 deg 30W 10¼ poles; thence N. 53 deg. W 38 poles to the County Road; thence with said road and the original outline of said farm the five following courses N. 28 deg 45 ' E 31½ poles thence N. 44 deg 30 E 32 poles thence N. 40 deg E 12 poles; thence N. 38 deg E 88 poles thence N 30 deg 30' E 12½ poles to the beginning, containing 200.15 acres of land more or less.

Being the same land that was conveyed to William P. Todd by deed from Lafayette Burlingame and others dated October 28, 1919 and recorded among the land records of said county in Liber W.J.S. No. 79 folio 551. Being also the same land that was conveyed to said William Ellis Johnson by deed from said William P. Todd and wife which deed has been admitted to record among said land records prior to the recordation of this mortgage.

Together with the buildings and improvements thereon all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

For a further description of the land hereby conveyed, reference is made to the application of said Mortgagor for this loan and to the abstract of title made by the bonded abstractor and all correcpondence which are the basis of this loan.

This mortgage is subject to all conveyances and reservations of sub-surface rights and of easements of record affecting the above conveyed property.

Provided that if said Mortgagor his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out then this mortgage shall be void. otherwise is to remain in full force and affect.

This mortgage is made to said Bank as a federal land bank doing business under an adt of the Congress of the United States of America known as The Federal Farm Loan Act and amendments thereof and is to be in all respects subject to and governed by the terms and provisions thereof; provided, however that in lieu of the provisions therein in regard to payments on the loan after the expiration of the five year period, it is understood and agreed that after five years from the dated of this mortgage, said Mortgagor may upon any regular instalment payment dated make any number of full instalment payments on account of the principal of this loan, or pay the entire amount then due. Such additional instalment payments so made, if any, shall not reduce thereafter the periodical instalment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated instalments applicable to interest and increasing the percentage applicable to principal.

Said Mortgagor covenants that he will warrant generally the property hereby conveyed, that he has a good right to convey the same; that the same is free from all incumbrances; that he will execute such further assurances of said land as may be requisite, that he will pay or cause to be paid said principal sum and all accrued interest thereon at the times andin the manner herein provided for; that as to such instalments payments that mey not be paid when due he will pay interest thereon from the date of maturity until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum, that he will pay when due all taxes assessments, public dues and charges now or hereafter to be levied or assessed on said property and will forthwith send to said Bank his receipts for such payments; that he will during the life of this mortgage keep insured to the satisfaction of said Bank and of The Federal Fram Loan Board in the amount of at least $4600.00 all buildings on said land the value of which was a factor in determining the amount of said loan and will cause such insurance to be made payable to said Bank as its interest may appear at the time of loss and will deliver or cause to be delivered the policy or policies for the same to said Bank and if at his option and subject to the general regulations if any, of The Federal Fram Loan Board he exercises his election to have any of the sums so received by the Bank used for the reconstruction of the buildings destroyed it shall be optional with said Bank as to what insurable buildings shall be so reconstructed or replaces and as to how and to whom it shall disburse or dispose of the money during the progress of the work of reconstruction and that if it elects to turn the money over directly to the mortgagor the same will be forthwith applied by him to the reconstruction of such buildings, and in the absence of any such general regulation of The Federal Fram Loan Board on the subject, when said Bank shall have mailed to him at the latest known address it darft or check for such sum or sums, the same shall be a valid acquittance to it of all obligation or liability against it in regard to the disposition of such sum or sums, any claim of any person to the contrary notwithstanding;

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that upon his failure to pay when due any such taxes, assessments public dues or charges or upon his failure to take out such insurances, made payable as above provided, said Bank may pay such taxes, assessments, public dues or charges and take out such insurance and the sum or sums so paid by it shall become part of this mortgage debt and be due and payable immediately when so paid, together with simple interest thereon at the highes rate allowable und under the laws of this state, not exceeding eight per centum per annum; that he will not alien by deed, mortgage or otherwise the property hereby conveyed without first having notified said Bank in writing and received its written consent for the same; that the representations made to said Bank by him in his application for this loan as to the purpose or purposes for which the money lent on this mortgage was borrowed are true, and that he will apply the money so secured for such purpose or purposes, that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas or other mineral or other sub surface or surface rights or for any right or privilege other than for agricultural purposes, in any affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later operated or exercised, he will pay to and he hereby assigns to said Bank, all such rents, profits, royalties and revenues, and such sum or sums, when received by it in amount sufficient to cover any full instalment payment, shall be applied by said Bank to the retirement of such instalment payment in the manner and with the same effect as if the payment had been made by the Mortgagor in the case anticipated payments above provied for, and that if in the option of said Bank this mortgage has not been so executed and recorded as to constitute a valid first lien on the property hereby conveyed, he will immediately and at his own expense have the same re-executed a and re-recorded to the satisfaction of said Bank, and upon his failure so to do, said Bank may have the same done and any expense so incurred shall become a part of the mortgage debt and be due immediately upon payment by the Bank, with interest from the date of payment.

Said Mortgagor further covenants that upon the failure of said Mortgagor his heirs, personal representatives and assigns, to perform any one or more of the covenants or obligations herein undertaken by him, then at the election of said Bank, its successors or assigns, the whole of the debt hereby secured shall thereupon become immediately due and demandable and it shall be lawful for said Bank, its successorsor assigns, at any time after the exercise of such election to sell for cash the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection or attorney's fee of five per centum of the face of the note hereby secured, and to grant and convey said property to the purchaser, his heirs or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land or a part thereof lies, or if there be no such newspaper published in such county then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price, second to the balance, principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note, and the balance, if any, shall go to the mortgagor, his personal representative or assigns, or to whoever may be entitled thereto.

Said Mortgagor further covenants that if, after such election by the Bank to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Bank is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed or undersuch arrangement

and all costs and other expenses which up to the date of such reinstatement have been or will be incurred, that in case this mortgage contract is to reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Bank, and that if after the exercise by said Bank of such election and before sale. the mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Bank shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement , if any, a already begun and the foreclosure completed, and that 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 and not severed from the land at the time the Bank makes its election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hands and seals of the said Mortgagors.

Test: William Ellis Johnson (SEAL).

Vernon E. White. Rachel Johnson (SEAL).

State of Maryland, Somerset County to wit:

I hereby certify that on this 25th day of September in the year one thousand nine hundred and twenty eight before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid personally appeared William Ellis Johnson and Rachel Johnson his wife, and acknowledged the foregoing mortgage to be their act and that at the same time 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.

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

Vernon E. White, Notary Public.

My commission expires May 6th 1929.

Filed for record November 8th 1928 and recorded in Liber G.W.L. No. 97 folio 200. one of the land records of Somerset County.

Per Geo. W. Lawson, Clerk.

For value received The Federal Land Bank of Baltimore does hereby assign the within and aforegoing mortgage to Charles W. Held , Assignee for the purpose of foreclosure and collection.

As witness the hand of the President of The Federal Land Bank of Baltimore, andduly attested by the Secretary with the corporate seal affixed this 20th day of August 1930.

Attest: Vulasko Vaiden, President.
Chas S. Johnson.
Secretary.

Received for record August 21st 1930 and recorded in Liber G.W.L. No. 100 folio 335. one of the land records of Somerset Co.

Per: Geo. W. Lawson, Clerk.

And thereafter the said Assignee filed in Court here the following Bond.

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Know all men by these presents: That we Charles W. Held of Townsend, Maryland and New Amsterdam Casualty Company, a corporation organized and existing under and by virtue of the laws of the State ofNew York and authorized to do a surety business in the State of Maryland as Surety. are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 ($10,000.00) Dollars to be paid to the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our Heors, Executors, and administrators, jointly and severally firmly by these presents.

Sealed with out seals and dated this 20th day of August in the year nineteen hundred and thirty

Whereas the above bounden Charles W. Held Assignee bu virtue of the power contained in a Mortgage from William Ellis Johnson and Rachel Johnson his wife to the Federal Land Bank of Baltimore bearing date the 25th day of September nineteen hundred and twenty eight and recorded among the mortgage records of Somerset County in Liber GWL No. 97 folio 200 and Charles W. Held Assignee is about to sell the land and premises described in said Mortgage default having bee m made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the donditions of this obligation are 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 obligation to be void. otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered Charles W. Held (SEAL).

in the presence of. New Amsterdam Casualty Company

Corporate. Seal.

M.P. Gracomo. By: Robt M. Golder, Attorney in fact.

Witness as to Surety:
F. Shranck.

Which said Bond was thus thereon endorsed.

Approved Geo. W. Lawson Clerk.

And thereafter to wit on the 10th October 1930 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:

| | | |
|---|---|---|
| Charles W. Held, Assignee under a mortgage | ) | No. #275 Chancery |
| from Wm E. Johnson and Rachel his wife to the | ) | In the Circuit Court |
| Federal Land Bank of Baltimore, Inc. Ex Parte. | ) | For Somerset County. |

To the Honorable the Judge of the Circuit Court for Somerset County in Equity.

The report of Charles W. Held assignee under a mortgage from Wm Ellis Johnson and Rachel Johnson his wife, to the Federal Land Bank of Baltimore, Inc dated September 25th 1928, and recorded among the mortgage records of Somerset County, in Liber G.WL. NO. 97 folios 200 etc., to make a sale of the real estate mentioned therein, respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and the power contained in said mortgage and giving notice ofthe time, place, manner and terms of sale by advertisement inserted in the Marylander & Herald, a weekly newspaper printed and published in Somerset County for four successive weeks before the day of sale, he did, pursuant to said notice attend at the Court House door in Princess Anne Maryland, on Tuesday September 23rd 1930 at the hour of 11 O'clock A. M. and then and there proceeded to sell said property mentioned in said mortgage in the manner following that is to say:

Your Assignee offered at public auction sale to the highest bidder the property mentioned in said mortgage situated in East Princess Anne District Somerset County, Maryland, and being the same land that was conveyed to said William Ellis Johnson by deed from William P. Todd and wife dated Sept 13th 1928, and recorded in Liber G.W.L. NO. 97 folio 199 and which

was conveyed to said Wm F. Todd by Lafayette Burlingame and wife Harry H. Wilsord et als by deed dated Oct 25th 1919 and recordedin Liber W.J.S. No. 79 folio 551. and being a part or 200.15 acres more or less of the 640. acre tract of land known as the Benj F. Lankford Farm, which was conveyed to said Lafayette Burlingame by Geo. A. Wilford et als by deed dated Feby 19th 1916. and recorded in Liber W.J.S. No. 70 folio 347 etc., and fully and particularly described in the plat and certificate of Samuel F. Miles surveyor contained in and recorded with said deed and copied in the mortgage mentioned in these proceedings.

And your said Assignee sold the above described property to the mortgagee the Federal Land Bank of Baltimore Inc., at and for the sum of Six Thousand dollars ($6000.00) it being then and there the highest and best bidder therefor and the said purchaser has complied with all the terms and conditions of said sale.

And as the said property did not sell for enough to pay the said mortgage indebtedness with costs of foreclosure taxes etc your assignee hereby prays your Honor to ratify with the said report of sale the statement and audir of the distribution of the proceeds thereof, as follows:

| | | | |
|---|---|---|---|
| Whole amount of mortgage indebtedness due with interest | | | $6258.35 |
| Foreclosure expenses etc. | | | |
| Court costs | $25.00 | | |
| Bond of Assignee | 30.00 | | |
| Auctioneer | 10.00 | | |
| Advertising sale and order Nisi | 29.25 | | |
| Taxes for 1929, $163.29 1930 $139.66 | 302.95 | $397.20 | |
| Expenses forwarded | $397.20 | | |
| Insurance in arrears to be paid | 163.60 | | |
| Commissions as per rule of court | 245.00 | | |
| Whole amt of foreclosure costs &c. | $805.80 | | |
| Whole amount of indebtedness wit costs of suit | | $7064.15 | |
| Less total amount of sales for property | | 6000.00 | |
| Leaves due and unpaid on said indebtedness | | $1064.15 | |

Respectfully submitted Charles W. Held, Assignee.

State of Maryland, Baltimore City to wit:

I hereby certify that on this 30th day of September 1930 before me the subscriber a Notary Public of the state of Maryland in and for Baltimore City aforesaid, personally appeared Charles W. Held the Assignee and trustee mentioned in the above report and made oath in due form of law that the matters and things set forth in the above report of sales and audit are true as therein set forth and that the sale was fairly made.

Witness my hand and official seal the day and year aforesaid.

Commission expires May 4, 1931. Viola L. Rollins Notary Public.

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

| | | |
|---|---|---|
| Charles W. Held assignee under a mortgage from | ) | No. 4275 Chancery |
| Wm E. Johnson and Rachel his wife to the | ) | In the Circuit Court |
| Federal Land Bank of Baltimore. Inc Ex Parte. | ) | For Somerset County. |

Ordered by the Circuit Court for Somerset County in Equity this 10th day of October 1930 that the sale of the property mentioned in these proceedings and the distribution of the proceeds of said sale made in said report made and reported by Charles W. Held, Assignee under a power in said mortgage to make said sale, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of November 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 31st day of October next. The Report states the amount of sales to be $6000.00.

Robt F. Duer

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And now at this day to wit on the 15th day of November 1930 comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

| | | |
|---|---|---|
| Charles W. Held assignee under a mortgage | ) | No. 4275 Chancery |
| from Wm E. Johnson and Rachel his wife | ) | In the Circuit Court for |
| to the Federal Land Bank of Baltimore Inc. | ) | Somerset County. |
| Ex Parte. | ) | |
| | ) | |

Ordered by the Circuit Court for Somerset County in equity this 15th day of November, 1930 that the sale and the distribution of the proceeds thereof in the report made and reported by Charles W. Held, the assignee and 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 said assignee and trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for and stated in the report.

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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| | | |
|---|---|---|
| Farmers Bank of Somerset County | ) | Be it remembered that heretofore to wit on the |
| a Maryland Corporation | ) | 29th May 1930 a certain Farmers Bank of Somerset Co. |
| Vs. | ) | by Gordon Tull, its solicitor exhibited and filed in |
| Alonzo Kane and Ruth Kane his wife | ) | the Circuit Court here a bill of complaint against |
| and others | ) | Alonzo Kane and others which said bill of complaint |
| | ) | is in the words following to wit: |

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| | | |
|---|---|---|
| Farmers Bank of Somerset County | ) | |
| a Maryland Corporation | ) | |
| Vs. | ) | No. 4251 Chancery |
| Alonzo Kane and Ruth Kane his wife | ) | In the Circuit Court |
| Earl Kane, Webster Kane and Anna Kane | ) | For Somerset County. |
| his wife Beatrice Milbourne and William | ) | |
| Milbourne her husband, Alice Dennis and | ) | |
| Isaiah Dennis her husband and Perry Dashiell | ) | |
| and Melvin Dashiell, Robert Dashiell, Carrie | ) | |
| Dashiell, Leon Dashiell, Alonzo Dashiell, | ) | |
| Alfred Dashiell, Rivola Dashiell & Elinora Dashiell | ) | |
| surviving husband and children of Macon Dashiell, decd. | ) | |

To the Honorable the Judge of said Court:

Your orator who sues as well for itself as for all other creditors of Lambert Kane deceased, who will come in and contribute to the expenses of this suit, complaining say:

1. That the said Lambert Kane was in his life time indebted unto your orator, the Farmers Bank of Somerset County. Inc. in the full and just sum of Six Hundred and twenty eight dollars debt with $7.00 costs and $62.80 Collection fee on a judgment dated January 9th 1930, together

with interest thereon which said judgment is herewith filed as part hereof marked Exhibit A, and also indebted unto Tilghman & Ward undertakers for $160.00 funeral expenses, herewith filed as part hereof marked Exhibit B.

2. That the said Lamber Kane, being so indebted as aforesaid unto your orator and unto divers other persons having real estate and having no personal property, departed this life on May 19th 1930 intestate leaving no widow, but leaving about Fifty acres of land in Brinkleys District, Somerset County, Maryland, between Burnettsville and Harold on the State road, improved by a dwelling &c., which was conveyed to the said Lambert Kane and Stephen Ballard by deed from Cornelia J. Lankford dated Aug 27th 1890 and recorded in Liber O.T.B. NO. 21 folio 596 and the tenancy in common severed by a deed of partition between the said tenants in common dated December 12th 1919, and recorded in Liber W.J.S. No. 77 folio 428 etc., and leaving the following children and grand children surviving as his heirs at law.

(a) Alonzo Kane, who intermarried with Ruth Kane, of full age and reside in Philadelphia Pa.

(b) Earl Kane of full age and when last heard from was in Port Norris, New Hersey

(c) Webster Kane, who intermarried with Anna Kane of full age and reside in Somerset County, Md.

(d) Beatrice Milbourne who intermarried with William Milbourne, of fullage and reside in Somerset County, Md.

(e) Alice Dennis who intermarried with Isaiah Dennis, of full age and reside in Somerset County, Md.

(f) Perry Dashiell and the following minor children viz: Melvin Dashiell, Robert, Dashiell Carrie Dashiell, Leon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tivola Dashiell and Elinor Dashiell, being the surviving husband and children ( all minors) of a deceased daughter, viz: Macon Dashiell, all of whom reside in Somerset County, Maryland and all minors except Perry Dashiell who is of age.

3. That no administration has ever been granted on the estate of said Lambert Kane, decd, because there was no personal property of any amount worth anything, or worth paying the expense of administration thereon.

4. That your orator is informed and believes that the personal estate of the said intestate is insufficient to discharge all the just debts due and owing by the said intestate, Lambert Kane, at the time of his death, and is advised that the said deficiency and absence of personal property should be supplied by a sale of all or such part as may be necessary of the real estate of the aforesaid intestate debtor.

to the end therefore:

(1) That the said real estate of the said Lambert Kane deceased, or so much thereof as may be necessary for the purpose may besold for the payment of the indebtedness of the said deceased intestate.

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

May it please your Honor to grant unto your orator the order of publication giving notice to the said Alonzo Kane and Ruth Kane his wife, and the said Earl Kane, all of whom are non residents of this State, the said Alonzo and wife residing in Philadelphia, Pa. and the said Earm Kane, when last heard from was in Port Norris New Jersey, 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 date, 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 Webster Kane and Anna Kane, his wife, Beatrice Milbourne and William Milbourne, her husband, Alice Dennis and Isaiah Dennis, her husband, and Perry Dashiell and Melvin Dashiell, Robert Dashiell, Carrie Dashiell, Leon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tivola Dashiell and Elinora Dashiell all of whom reside in Somerset County Md., and all of age except Melvin Dashiell, Robert Dashiell, Carrie Dashiell, Leon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tivola Dashiell and Elinora Dashiell who are minors commanding them and each of them to be and appear in person or by solicitor in this Court onnor 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.

Gordon Tull, Solicitor for Complainant

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

| | | |
|---|---|---|
| Farmers Bank | ) | In the Circuit Court for Somerset County Sept Term 1929 |
| Vs. | ) | Short copy of judgment No. 113 Appearances |
| Lambert Cane and | ) | Damages $828.00 Costs $7.00. Collection fee $62.80 |
| Stephen Ballard. | ) | Judgment 9th Jan 1930 Interest from date. Exemption waived. |

Test: Geo. W. Lawson, Clerk.

Exhibit B referred to in the foregoing petition is as follows:

Marion Station Md May 21 1930

Mr. Webster Kane In account with Tilghman & Ward, undertakers.

| | | |
|---|---|---|
| May 19 | for embalming father Mr. Lambert Kane | $10.00 |
| 20 " | Casket and burial | 150.00 |
| | Total | $160.00 |

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

Maryland, Somerset County to wit:

Seal of Court.

The State of Maryland To Nelvin Dashiell, Robert Dashiell, Carrie Dashiell, Leon Dashiell, Alonzo Dashiell Alfred Dashiell Tivola Dashiell Elinor Dashiell 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 Farmers Bank of Somerset County 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 May Anno Domini 1930

Issued the 29th day of May Anno Domini 1930.

Per order Geo. W. Lawson Clerk.

Maryland, Somerset County to wit:

The State of Maryland, to Webster Kane, Anna Kane, Beatrice Milbourn William Milbourne, Alice Dennis, Isaiah Dennis, Perry Dashiell 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 Farmers Bank of Somerset County 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 May Anno Domini 1930.

Issued the 29th day of May Anno Domini 1930.

Per order Geo. W. Lawson 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 Alonzo L. Murrell 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.

Summoned severally and copy of subpoena left with each infant defendant also copy of subpoenas left with Perry Dashiell father of infant defendants.

To the second of said writs.

A. L. Murrell, Sheriff.

Isaiah Dennis non est Residue summoned severall and copy of subpoena left with defendant

A. L. Murrell, Sheriff.

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

Gordon Dull, Solicitor.

| | | |
|---|---|---|
| Order of Publication | ) | No. Chancery |
| Farmers Bank of Somerset County Inc. | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Alonzo Kane et als children and heirs at | ) | |
| law of Lambert Kane deceased. | ) | |

The object of this suit is to procure a decree for the sale of the real estate of Lambert Kane, deceased to pay the claim of the plaintiff and other creditors by reason of the personal property deficiency.

The Bill states that the said Lambert Kane died on May 19th 1930 leaving no personal property or a deficiency thereof to pay his just debts and that no administrator had been appointed but left about fifty acres of land in Brinkleys District Somerset County, Md and that at the time of his death he owed the plaintiff a judgment for $628.00 with $7.00 costs and $62.28 collection fee dated Jany 9th 1930 with interest, besides a bill for funeral expenses to Tilghman & Ward for $160.00 and others, and that the said bills should be paid and the said deficiency in personal assets supplied by a sale of the said real estate or so much thereof as may be necessary for the purpose; that the said Lambert Kane died intestate, leaving as his heirs at law Alonzo Kane and Ruth his wife, Earl Kane , Webster Kane and Anna, his wife, Beatrice Milbourne and William her husband, Alice Dennis and Isaiah her husband, Perry Dashiell, surviving husband of a deceased daughter, Macon Dashiell, and their children, all of whom are minors, as follows: Melvon Dashiell, Robert Dashiell, Carrie Dashiell. Leon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tibola Dashiell, and Elinora Dashiell all of whom reside in Somerset County, Maryland, and are of full age except the children of Macon Dashiell aforesaid who live in Somerset County, but who are all minors and except Alonzo Kane and Ruth Kane, his wife, and Earl Kane who are of full age and are non residents of this State. The said Alonzo & Ruth residing in Philadelphia Pa., a and the said Earl when last heard from being in Port Norris N. J.

It is thereupon this 29th day of May, 1930 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 newspaper published in Somerset County once in each of four successive weeks before the 30th day of June 1930 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 16th day of July next to show cause if any they have why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

And thereafter on the 23rd day of June 1930 the following answer of Isaiah Dennis was filed.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, | ) | No. 4251 Chancery |
| a corporation etc. | ) | In the Circuit Court |
| Vs. | ) | For Somerset County |
| Alonzo Kane et als, children and | ) | |
| heirs at law of Lambert Kane dedd. | ) | |

To the Honorable the Judge of said Court.

The answer of Isaiah Dennis to the bill of complaint filed in this case respectfully represents: That he comes into this Court voluntarily and submits himself to the jurisdiction thereof, and admits the matter and things set for in said bill of complaint, and submits to whatever decree the Court sees fit and proper to pass in the case.

Respectfully submitted. Isaiah Dennis

Witness Chas H. Myers.

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And thereafter on the 2nd August 1930 the following petition and order appointing guardian and answer of guardian thereon was filed.

| | | |
|---|---|---|
| Farmers Bank of Somerset Co. | ) | No. 4251 Chancery |
| a Maryland corporation | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Alonzo Kane et als heirs at law of | ) | |
| Lambert Kane, deceased. | ) | |

To the Honorable the Judge of said Court.

The petition of the Plaintiff in the above entitled cause respectfully represents: That the children of Macon Dashiell, a deceased daughter of Lambert Kane, deceased, viz: Melvin Dashiell, Robert Dashiell , Carrie Dashiell, Leon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tivola Dashiell, and Elinora Dashiell have all been duly returned summoned, 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 answer for these infants. And as in duty bound etc.

Gordon Tull, Solicitor for Plaintiff.

On the above petition it is hereby ordered this 19th day of July 1930 by the Circuit Court for Somerset County in equity that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for the said Melvin Dashiell, Robert Dashiell, Carrie Dashiell , Leon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tivola Dashiell, and Elinora Dashiell the infant defendants in the above cause.

Robert F. Duer, Judge.

The joint ans several answers of Melvin Dashiell, Robert Dashiell , Carrie Dashiell, Leon Dashiell , Alonzo Dashiell. Alfred Dashiell, Tivola Dashiell and Elinor Dashiell infants by James R. Stewart, Guardian ad litem duly appointed by order of this Court, to the bill of complaint of the Farmers Bank of Somerset County, a corporation, etc. against them 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 the Court.

And as in duty bound etc., James R. Stewart, Guardian ad litem.

And thereafter on the 2nd August 1930 the following petition , decree pro confesso and order to take testimony was filed.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, | ) | |
| a Maryland Corporation | ) | No. 4251 Chancery |
| Vs. | ) | In the Circuit Court |
| Alonzo Kane et als heirs at law of | ) | For Somerset County. |
| Lambert Kane, deceased. | ) | |
| | ) | |

To the Honorable the Judge of said Court:

All the defendants in this case are now duly in Court by virtue summonses, answers and order of publication duly published as appears by by the papers herein filed and all of them except Isaiah Dennis and the infant defendants ( who have filed their answers. have failed to appear or to file their answers to the said bill of complaint as they have been warned to do.

Petitioner therefore prays your Honor to pass a decree proconfesso against the defendants so in default and to grant leave to the plaintiff to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill.

And as in duty bound etc. Gordon Tull, Solicitor for Plaintiff.

On the above petitioner it appearing by an examination of the proceedings that the defendants have all been duly summoned to appear and are all in Court either by answers, order of Publication or by summonses, and that the time limited for the appearances or the filing of answers has gone by under the rule of Court and having certain of said defendants, viz; Webster Kane, Anna Kane Beatrice Milbourne, William Milbourne, Alice Dennis, Perry Dashiell , Alonzo Kane, Ruth Kane. Earl Kane in default without either appearances or answers.

It is thereupon this 2nd day of August 1930 by the Circuit Court for Somerset County, in Equity ordered adjudged and decreed that the said Bill of complaint by taken pro confesso as against the said defendants so in default.

And it is further ordered and decreed that plaintiff proceed 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 6th August 1930 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 followingto wit:

| | | |
|---|---|---|
| Farmers Bank et als. | ) | No. Chancery |
| Vs. | ) | In the Circuit Court |
| Alonzo Kane 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 an Wednesday August 5, 1930 I did take the following depositions that is to say:

Webster Kane, a witness of lawful age, being first duly sworn deposing says:

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

Ans. Webster Kane, age 25 years, residence near Marion Station Md., occupation merchant.

Int 2. Do you know the parties to this suit, and if so how long have you known them.

Ans. I have known the plaintiff for many years and the defendants are my brothers and sisters and nephews and nieces.

Int 3. Who was Lambert Kane, Is he living or dead If dead when did he die, state whether or not he left a will, What property and descendants.

Ans. Yes Lambert Kane was my father, He died intestate on May 19, 1930, He left no will but left the following as his heirs at law; Alonzo Kane who intermarried with Ruth Kane, myself, Webster Kane, who intermarried with Anna Kane; Beatrice Milbourne who intermarried with William Milbourne; Alice Dennis who intermarried with Isaiah Dennis. and a deceased daughter Macon who intermarried with Perry Dashiell, Her husband Perry Dashiell is living and she is also survived by the following children Melvin Dashiell, Robert Dashiell, Carrie Dashiell, Leon Dashiell, Alonzo Dashiell. Alfred Dashiell, Tivola Dashiell and Elnora Dashiell.

He left a farm of about 50 acres of land in Brinkleys's District, Somerset County, Maryland, between Burnettsville and Harold on the State road, improved by a dwelling house and outbuildings and being the same property conveyed to the said Kane by deed from Stephen Ballard on December 12, 1919 and recorded in Liber W.J.S. NO. 77 folio 428 etc., It is worth about $1200.00 or $1400.00 My father Lambert Kane, left no personal property whatever, except an old horse, practically without value and there is no administration on his personal estate.

Int 4. What bills, if any, did Lambert Kane owe at the time of his death.

Ans. I know that he owes William T. Milbourne $35.00 for a burial vault,also he owned E. T. Landon $77.56 for an open account. He also owed A. E. Tull for tomatoes plants about $46.40 He also owed the Bank of Marion two notes one for $61.00 and one for $55.00 except on the latter note there is a credit of $27.50 He also owed the Farmers Bank several bills among which is a judgment for $628.00 debt with $7.00 and $62.80 collection fee and interest; also a note for $102.00 dated

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Feby 18, 1930 also $160.00 funeral expenses to Tilghman & Ward; also he was on a note to the Farmers Bank for $85.00 with George E. Stewart.

Int 5. What encumbrances if any, is on this property;

Ans. I hold a lease for about ½ of an acre of the land where my garage and store is located on the State road for fifteen years. This lease has been running two years and I pay the rental yearly

Court question and answer.
Test: Harry C. Dashiell. Exam. No sir. Webster Cane

Edwin A. Robinson, a witness of lawful age, being first duly sworn, deposint says:

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

Ans. Edwin A. Robinson, age 39 years, residence Marion Station, occupation cashier of the Farmers Bank.

Int 2. Do you know the parties to this suit and if so now long have you known them

Ans. Yes the plaintiff the Farmers Bank is where I am Cashier, the defendants are the heirs at law of Lambert Kane whom I have known for a long time.

Int 3. Is Lambert Kane living or dead, If dead when did he die. State whether or not he died testate or intestate. What property if any he left and its valuation and location.

Ans. Lambert Kane died on May 10, 1930. He left no personal property of any amount except an old house There was no administration on his personal property. and I am informed that he left no personal property of any amount, He did leave real estate a farm in Brinkleys District, between Burnetts vilee and Harold's corner on the state road of about 50 acres it is valued at $1250.00 being the same farm where he lived at the time of his death and which is a part of the Cornelia J. Lankford farm. and that part granted to Lambert Kane by deed of partition from Stephen Ballard dated Dec 12, 1919, and recorded in Liber W.J.S. No. 77 folio 428.

He left no widow but left the following children and grand children as his heirs at law, Alonzo Kane and Ruth his wife, Earle Kane, Webster Kane and Ann his wife, Beatrice Milbourne and William Milbourne her husband, Alice Dennis and Isaiah her husband and Perry Dashiell, Melvin Dashiell, Robert Dashiell, Carrie Dashiell, Deon Dashiell, Alonzo Dashiell, Alfred Dashiell, Tivola Dashiell and Elnora Dashiell, who are the surviving husband and children of his deceased daughter, Mason Dashiell. All of these parties are adults except the children of Macon Dashiell, all of whom are minors.

Int 4. What debts did Lambert Kane leave at the time of his death.

Ans. All that I know about are the debts he owed the Farmer's Bank as follows: a Judgment for $628.00, with interest and $7.00 and $62.80 collection fee dated Jany 9, 1930. Also a note for $102.00 dated February 18, 1930 also a note for $85.00 executed jointly with George E. Stewart.

Court question and answer. Edwin A. Robinson.
Test: Harry C. Dashiell Exam.

I, Henry Hall a witness of lawful age being first duly sworn deposing says:

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

Ans. I Henry Hall; age 68 years, residence Marion Md. Occupation farmer.

Int 2. Do you know the parties to this suit and if so how long have you known them.

Ans. Yes I am the Vice President of the Plaintiff Bank and the defendants are all heirs of Lambert Kane deceased.

Int 3. Is Lambert Kane living or dead. If dead when did he die State whether testate or intestate What property he left and its valuation and location and who are his heirs at law.

Ans. I have been informed and really believe that Lambert Kane left no personal property except an old horse. I know that there was no administration on his estate. At any rate there was not personal property to pay his debts He died intestate and left real estate to

the value of about $1000.00 which consists of a 50 acre farm, granted to him by Stephen Ballard and located in Brinkleys District in Somerset County, on the State road between Burnettsville and Harold's corner. I am not acquainted with all his children and grandchildren and I know some of them and I heard Webster Kane testify and to the best of my knowledge and belief the ones that he mentioned are the proper heirs at law of Lambert Kane.

Int 4. What debts did Lambert Kane owe at the time of his death.

Ans. All that I know anything about are the debts that he owed the Farmer's Bank which ia a judgment for $628.00 with interest, costs and collection fee dated January 9,,1930 Also a note for $102.00 dated February 18, 1930 also a note for $85.00 executed jointly with George E. Stewart.

I want to say that I heard Webster Kane testify and he has a brother named Earle Kane, who he did not mention, who is also an heir at law.

Court Question and answer. Nothing further.

Test: Harry C. Dashiell Exam. I. Henry Hall

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 5th day of August 1930.

Bill of costs. Harry C. Dashiell (SEAL).

| | | |
|---|---|---|
| Harry C. Dashiell | Examiner | $4.00. |
| E. A. Robinson | witness and mileage | 1.35 |
| I. Henry Hall | " " " | 1.35 |
| | | $6.70 |

And thereafter on the 3rd day of September 1930 the Court passed the following Decree.

| | |
|---|---|
| Farmers Bank of Somerset County ) | |
| a Maryland Corporation ) | No. 4251 Chancery |
| Vs. ) | In the Circuit Court |
| Alonzo Kane, et als heirs at law of ) | For Somerset County |
| Lambert Kane, deceased. ) | |

This case standing ready for hearing and being submitted the Counsel for the parties were heard and the proceedings read and considered.

It is thereupon this 3rd day of September 1930 by the Circuit Court for Somerset County, in Equity, adjudged ordered and decreed that the real estate of Lambert Kane, deceased, in the proceedings mentioned or so much thereof as may be necessary for the payment of his debts, 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 apporved by this Court, in the penalty of Twenty eight hundred dollars ($2800.00) or only one half of said amount in case a corporate bond is given and approved, conditionedfor 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 weekly newspaper printed and published in Somerset County, as he shall think proper of the time, place, manner and terms of sale, which terms shall be one half cash and the balance in six months from day of sale or all cash at the option of the purchaser or purchasers 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 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 such 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

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executed adcknowledged 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, plaintiff and defendants, and of 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 where with he shall appear to have discharged his trust.

And at the time of advertising said sale the trustee is directed to give notice to the Creditors of said Lambert Kane, decd to file their claims with the vouchers thereof with the Clerk of this Court on or before the 30th day of October, next.

Robt F. Duer, Judge.

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 Edward T/Landon and Isaac Henry Hall, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty eight hundred dollars, current money to be paid to the state of Maryland, or its certain Attorneys to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 4th day of Sept, in the year nineteen hundred and thirty.

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 Farmers Bank of Somerset County, a Maryland Corporation against Alonzo Kane et al heirs at law of Lambert Kane, deceased the same being No. 4251 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 duties and 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 ve 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: Gordon Tull (SEAL).

E. A. Robinson. Edward T. Landon (SEAL).

I. Henry Hall (SEAL).

Which said Bond was thus thereon endorsed

Approved Geo. W. Lawson Clerk.

And thereafter to wit on the 29th day of September 1930 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County | ) | No. 4251 Chancery |
| a Corporation etc. | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Alonzo Kane et als, heirs at lsw of | ) | |
| Lambert Kane, deceased. | ) | |
| | ) | |

To the Honorable the Judge of the Circuit Court for Somerset County in Equity.

The report of Gordon Tull, trustee appointed by a decree of this Court passed in the above entitled cause, dated the 3rd day of September 1930 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 prerequisites, as required by law and the said decree, and giving notice of the time, place manner andterms of sale by advertisement inserted in the Somerset News a weekly newspaper printed and published in Somerset County for at least three successive weeks before the day of sale, he did, pursuant to said notice attend in front of the Farmers Bank of Marion Station, Maryland, on Saturday September the 27th 1930, at the hour of three O'clock P.M. and then and there proceeded to sell said property in manner following that is to say:

Your trustee offered at public auction to the highest bidder the property mentioned in said decree, situated in Brinkleys District, Somerset County, Maryland on the right hand side of the state road, and binding thereon leading from Burnettsville to Hudsons Corner containing fifty acres of land more or less improved by a dwelling and outhouses, where said Lambert Kane lived at the time of his death, and being the same tract of land conveyed to said Lambert Kane by deed from Stephen Ballard and a part of the same land known as the Cornelia J. Lankford land which was conveyed to said Lambert Kane and Stephen Ballard by deed from said Cornelia J. Lankford dated August 27th 1890 and recorded in Liber O.T.B. No.21 folio 596-- the partition being made by deed from said Ballard to said Kane dated December 12th 1919, and recorded in Liber W.J.S No. 77 folio 425 said deeds being hereby referred to and made a part hereof for a fuller description of the land sold hereby.

And your trustee sold the above described property to Webster Kane at and for the sum of Twelve Hundred dollars ($1200.00) he being at that sum then and there the highest and best bidder therefor, and the said purchaser has complied with all the terms of said sale.

Respectfully Submitted.

Gordon Tull , Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 29th day of September 1930, before me the subscriber Clerk of the Circuit Court for Somerset County personally appeared Gordon Tull the trustee making sale reported above, and made oath in due form of law that the matters and things set forth in the above report of sale are true and that the sale was fairly made.

Geo. W. Lawson Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

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| | | |
|---|---|---|
| Farmers Bank of Somerset County | ) | No. 4251 Chancery |
| a Maryland Corporation etc. | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Alonzo Kane et als heirs at law of | ) | |
| Lambert Kane, deceased. | ) | |

Ordered by the Circuit Court for Somerset County in Equity, this 29th day of September 1930 that the sale of the property mentioned in these proceedings made and reported by Gordon Tull, 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 30th day of October next, provided a copy of this order be inserted in some weekly nesspaper printed in Somerset County Maryland, once in each of three successive weeks before 24 day of October next. The report states the amount of the sale to be $1200.00.

Geo. W. Lawson Clerk.

And now at this day to wit on the 15th day of November 1930 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County | ) | No. 4251 Chancery |
| a Maryland Corporation etc. | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Alonzo Kane et als heirs at law of | ) | |
| Lambert Kane deceased. | ) | |

Ordered by the Circuit Court for Somerset County in Equity this 15th day of November, 1930 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.

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

| | | |
|---|---|---|
| John A. Bradshaw | ) | Be it remembered that heretofore, to wit on the 11th |
| Vs. | ) | day of June 1928 a certain John A. Bradshaw by L. Creston |
| Handy Collier and Bessie Collier | ) | Beauchamp his solicitor exhibited and filed in the Circuit |
| his wife and others. | ) | Court here a bill of complaint against Handy Collier and |
| | ) | others which said bill of complaint is in the words follow- |
| | | ing to wit: |

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

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | |
| Handy Collier and Bessie Collier his wife | ) | No. 4056 Chancery |
| Lillian Fontain and Charles Fontain her | ) | In the Circuit Court |
| husband, Dona Collier and Diana Fontain | ) | For Somerset County |
| and John Fontain, her husband. | ) | Maryland. |
| | ) | |

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

The bill of complaint of John A. Bradshaw of Somerset County, Maryland, who sues as well for himself as for all the other creditors of Annie Collier, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents.

1. That your orator is an undertaker , and as such furnished a coffin and incurred other necessary expenses in the burial of the said Annie Collier, which said funeral expenses amounted to ninety one dollars and fifty cents, as will more fully appear by reference to a sworn account thereof filed as a part of this bill marked exhibit A.

2. And that the said Annie Collier, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of any value and upon which no administration was ever had, but having real estate of considerable value in Westover Election District Somerset County, Maryland, departed this life on or about the 17th day of April 1928, intestate leaving surviving her as her only heirs at law the following children:

Diana Fountain and John Fountain her husband both adults and residents of Chester Pennsylvania.

Dona Collier adult and resident of Chester Pennsylvania. Lillian Fountain and Charles Fountain her husband, adults and residents of Somerset County, Maryland.

Handy Collier and Bessie Collier his wife adults and residents of Somerset County, Maryland.

3. Tour Orator further charges that no administration was ever had on the personal estate of the said Annie Collier and that the same is not sufficient to pay the costs of administration and the debts due and owing bythe said Annie Collier at the time of her death, and your orator is advised that his claim being for funeral expenses and not exceeding the sum of three hundred dollars, is to be considered under the law as the debt of the said decedent, and that your orator is entitled to have the real estate of the decedent sold for the payment of his claim and of the claims of the other creditors of said deceased, 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 aforesaid debt of your orator and of the other creditors of the deceased.

C. 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 notece to the said Diana Fountain and John Fountain her husband and Dona Collier who are non residents of the state of Maryland of the object and substance of this cill and warning them to appear in this

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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 Lillian Fountain and Charles Fountain her husband and Handy Collier and Bessie Collier, all of Somerset County, Maryland commanding them and each of them to be and appear in this Court, in person or by solicitor, on some certain day to be named, therein, to whow cause if any they have, why a decree ought not to be passed as prayed. And -as in duty bound etc.

L. Creston Beauchamp, Solicitor for complainant

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

John A. Bradshaw funeral director Crisfield Md.

April 23, 1928.

Handy James Collier, Mrs Lilly Bell Fountain, Westover Md.

For the funeral expenses of Laura Annie Collier. April 17, 1928 Casket and embalming $75.00

| | |
|---|---|
| Burial Case | 10.00 |
| Dress | 6.00 |
| Stockings | .50 |
| | 91.50 |

State of Maryland, Somerset County to wit:

I hereby certify that on this 9th day of June 1928 before the subscriber a Justice of the Peace of the State and County aforesaid, personally came John A. Bradshaw 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 parcel of the money charged to be due thereon or any security or satisfaction forthe same.

Fred N. Holland J.P.

And thereupon in pursuance of the prayer of the foregoing bill and by order of the Court here the following subpoenas were issued.

Maryland, Somerset County to wit:

The state of Maryland to Handy Collier, Bessie Collier, Lillian Fountain, Charles Fountain, Viana Fountain John Fountain of Somerset County, Greeting:

You are hereby commanded that all excuses and delaus 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 John A. Bradshaw 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 May Anno Domini 1928. Issued the 27th day of June Anno Domini 1928.

Per order. Geo. W. Lawson Clerk.

Maryland Somerset County to wit:

The State of Maryland, To Lillian Fountain, Charles Fountain, Handy Collier Bessie Collier of Somerset County, Greeting.

You are hereby commanded that all excuses and delaus 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 John A. Bradshaw 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 May Anno Domini 1928.

Issued the 12th day of June Anno Domini 1928.

Per order Geo. W. Lawson 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 Somerset County A. L. Murrell to whom the said 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:
John Fountain, non est residue summoned severally and copy of subpoena left with each defendant,

A. L. Murrell, Sheriff.

To the second ofsaid writs as follows:
Summoned severally and copu of subpoena left with eadh defendant.

A. L. Murrell Sheriff.

And thereafter in pursuance of the prayer of the foregoing bill and by order of the Court here the following Orderseof Publication was issued.

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No. 4056 Chancery |
| Handy Collier and Bessie Collier | ) | In the Circuit Court |
| his wife Dona Collier, Lillian Fountain and | ) | For Somerset County |
| Charles Fountain, her husband and Diana | ) | Maryland. |
| Fountain and John Fountain, her husband. | ) | |
| | ) | |

The object of this suit is to procure a decree for the sale of certain real estate in Westover Election District, Somerset County, Maryland, of which Annie Collier died seized.

The bill states that the said Annie Collier died on or about the 17th day of April, 1928 intestate leaving no personal estate of any value, but leaving real estate of consideratle value in Westover Election District, Somerset County, Maryland that the plaintiff is an undertaker and as such furnished a coffin and incurred other necessary expenses in the burial of the said Annie Collier, amounting to ninety one dollars and fifty cents, which is a debt against the decedent; that the said Annie Collier left surviving her as her only heirs at law her children, namely Diana Fountain Dona Collier, Lillian Fountain and Handy Collier, all adults and of whom Dian Fountain and Dona Collier are non residents of the State of Maryland, and Lillian Fountain and Handy Collier reside in Somerset County, Maryland, that no administration was ever had on the personal estate of the said Annie Collier and that said personal estate is not sufficient to pay the costs of administration and the debts due and owing but the said Annie Collier at the time of her death.

It is thereupon this twenty first day of June 1928, ordered by the Circuit Court for Somerset County Maryland, in Equity that the plaintiff by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four successive weeks before the thirtieth day of July 1928, give notice to the said absent defendants of the object and substance of this bill, and warning them to appear in this Court in person or by solicitor on or before the 16th day of August 1928, to show cause, if any they have why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

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And thereafter on the 27th day of June 1928 the following Supplemental Bill was filed.

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|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | |
| Handy Collier and Bessie Collier | ) | No. 4056 Chancery |
| his wife Sidonia Collier, Lillian Fountain | ) | In the Circuit Court |
| and Charles Fountain her husband and Viana | ) | For Somerset County, |
| Fountain and Hohn Fountain her husband. | ) | Maryland. |
| | ) | |

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

Your orator, complaining says:

(1) That heretofore to wit on the 11th day of June 1928, he filed his bill of complaint in this Court against a certain Handy Collier and Bessie Collier his wife, Sedonia Collier (called in said bill Dona Dollier) Lillian Fountain and Charles Fountain, her husband, and Viana Fountain ( called Diana Fountain in said Bill) and John Fountain, her husband, heirs of Annie Collier, deceased, asking amongst other things that the real estate of the said heirs be sold to pay the debts of the said deceased, and in which bill it was alleged that Dona or Sedonia Collier was an adult, residing in Pennsylvania, and in which said bill an order of publication was prayed to give notice to the said Sedonia Collier of the object and substance of the Bill, as in said bill filed in this Court will appear.

(2) That since the filing of the said bill your orator has discovered and now charges, by way of supplement to his aforesaid bill of complaint, that the said Sedonia Collier is an infant and resides in Somerset County, Maryland, and shouldm therefore, be summoned by personal service.

To the end therefore.

(A) That the said Handy Collier and Bessie Collier, his wife, Lillian Fountain and Charles Fountain, her husband and Viana Fountain and John Fountain may answer this supplement bill.

(B) That the said Sedonia Collier may answer, as well the matters charges in the original bill of complaint, as in this supplemental bill.

(C). That your orator may have such relief against them as is prayed by his original bill against the parties hereto.

May it please your Honor to grant unto your orator the order of publication giving notice to the said Viana Fountain and John Fountain, her husband, who are non residents of the State of Maryland, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause , if any they have, why a decree ought not to be passed as prayed. and also the writ of sub-poena of the state of Maryland, directed to the said Sedonia Collier, Lillian Fountain and Charles Fountain her husband, Handy Collier and Bessie Collier his wife, all of Somerset County, Maryland, commanding them and each of them to be and appear in this Court, in person or by solicitor 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. L. Creston Beauchamp,
Solicitor for complainant.

And thereafter in pursuance of the prayer in the foregoing bill the following subpoena was issued

Maryland, Somerset County to wit:

The state of Maryland to Sedonia Collier 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 John A. Bradshaw against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison Cheif Judge of the First Judicial Circuit of Maryland the 7th day of May Anno Domini 1928.

Issued the 27th day of June Anno Domini 1928.

Per order Geo. W. Lawson Clerk.

At which said first Monday in July 1928 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 A. L. Murrell 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 Sedonia Collier infant defendant, and mother and father being dead and no guardian legally appointed , copy left with Lillian Fountain sister of said infant defendant, and with whom said infant defendant resides.

A. L. Murrell, Sheriff.

And thereafter on the 16th July 1928 the following answer was filed.

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|---|---|---|
| John Bardshaw | ) | No. 4056 Chancery |
| Vs. | ) | Circuit Court |
| Lilly Bell Fountain et al. | ) | For Somerset County Maryland. |

To the Honorable the Judge of said Court:

The defendants, Lily Bell Fountain and Vienna Fountain, for answer to the bill of complaint in the above case against them and others exhibited respectfully show:

That these defendants admit the matters and facts in said bill of complaint alleged and consent to the passing of such decree as to this Honorable Court may seem right and proper in the premises.

Witness: Geo. H. Myers. Lilly B. Fountain

Vianna Fountaine

And thereafter to wit on the 19th July 1928 the said complainant by his solicitor aforesaid filed in Court here a perition in the words following to wit:

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|---|---|---|
| John A. Bradshaw | ) | |
| Vs/ | ) | No. 4056 Chancery |
| Handy Collier, and Bessie Collier, his wife. | ) | In the Circuit Court |
| Sedonia Collier, Lillian Fountain and Charles | ) | For Somerset County |
| Fountain, her husband and Viana Fountain and | ) | Maryland. |
| John Fountain her husband. | ) | |
| | ) | |

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The petition of the plaintiff in the above cause respectfully represents that Sedonia Collier infant defendant in the above cause, had been duly summoned; but being an infant cannot answer for herself and defend this suit, and has no guardian within the jurisdiction of this Court to answer and defend for her.

The plaintiff therefor prays your Honors to appoint a guardian ad litem to appear and answer for said defendant.

And as in duty bound etc., L. Creston Beauchamp

Solicitor for plaintiff.

Order of Court.

Upon the foregoing petition, it is ordered this 19th day of July 1928 by the Circuit Court for

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Somerset County, Maryland in Equity, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Sedonia Collier, the infant defendant in the above entitled cause.

Robt F. Duer. Judge.

And thereafter on the 19th day of July 1928 the answer of guardian ad litem was filed.

| | |
|---|---|
| John A. Bradshaw<br>Vs.<br>Handy Collier and Bessie Collier his wife Sedonia Collier, Lillian Fountain and Charles Fountain, her husband and Viana Fountain and John Fountain her husband. | No. 4056 Chancery<br>In the Circuit Court<br>For Somerset County<br>Maryland. |

The answer of Sedonia Collier the infant defendant in the above entitled cause, by James R. Stewart guardian ad litem appointed by the Court to the bill of complaint of John A. Bradshaw, against her and others in said Court exhibited.

This defendant by her guardian, for answer to said bill of complaint, 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 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 19th July 1928 the following decree pro confesso and order to take testimony was filed.

| | |
|---|---|
| John A. Bradshaw<br>Vs.<br>Handy Collier and Bessie Collier, his wife Lillian Fountain and Charles Fountain her husband, Viana Fountain and John Fountain her husband and Sedonia Fountain. | No. 4056 Chancery<br>In the Circuit Court<br>For Somerset County<br>Maryland. |

It appearing from the proceedings in this cause that the adult defendants, Handy Collier and Bessie Collier his wife, have been duly summoned to appear to the bill of complaint and have failed to appear thereto; and that the defendants Lillian Fountain and Viana Fountain both adults, have appeared andfiled their answers to said bill, and that the infant defendant. Sedonia Fountain has been duly summoned and has filed her answer to said bill by her guardian ad litem who was appointed by this Court, and that the said Handy Collier Lillian Fountain, Vianna Fountain and Sedonia Collier are all the necessary parties to the suit;

It is thereupon this 19th day of July, 1928 adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said bill of complaint be and the same is hereby taken pro confesso against the said defendants.

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 afterwards to wit on the 17th day of December 1928 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:

| | | |
|---|---|---|
| John A. Bradshaw | ) | No. 4056 Chancery |
| Vs. | ) | In the Circuit Court |
| Handy Collier 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 December 8, 1928, I did take the following depositions, that is to say:

John A. Bradshaw a witness of lawful age being first duly sworn deposing says:

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

Ans. John A. Bradshaw age 49 years, residence Crisfield, Maryland, occupation undertaker.

Int 2. What knowledge, if any. have you of the death and burial of Annie Collier.

Ans. I was the undertaker who burried Annie Collier, She was burried anout April 19, 1928, I acted as undertaker at the funeral embalming the body, furnished the casket and shroud. My bill for this service was $91.50 and no part of this bill has been paid.

Court Question and answer. Nothing further.

Test Harry C. Dashiell John A. Bradshaw,

Duly probated account of John A. Bradshaw herewith filed with examiner, marked Exhibit "A" to be used as evidence in this cause.

L. Wesley Beauchamp, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. L. Wesley Beauchamp, age 69 years, residence near Westover, Md. occupation farming.

Int 2. Int. Did you know Annie Collier, Is she living or dead and when did she die.

Ans. I did know Annie Collier. She died in April 1928.

Abs. Was she married or single and what heirs did she leave.

Ans. The man she lived with died and left certain property by will to her. She died leaving the following children viz: Lillian Fountaine; Handy Collier and Vianna Fountaine, Dona Collier. All of these children are above the age of twenty one years except Dona Collier. They all live in Somerset County except Vianna who lives in Chester Pa.

Int 4. State what if any, real estate Annie Collier owned at the time of her death.

Ans. She owned a dwelling house and five acres of land which I sold to Henry Collier. This is the property which was devised to her. It is located on the west side of the rail road between Westover and Kingston; and is worth from $400.00 to$500.00.

Int 5. What indebtedness, if any, did Annie Collier owe at the time of her death.

Ans. I was endorser for her in the Bank of Somerset on two notes, which I had to pay off as follows: One note dated April 14, 1928 payable two months after date for $92.40 which she had given to me as t the balance of the purchase money for the land which Henry Collier had bought from me and devised to Annie but on which there was this unpaid balande. This note I have had to renew twice. The discount was $2.77 and the principal of the note is $92.40 The other note dated the 3rd of February, 1928 payable four months after date, for $34.00 was for money which I loaned her. The discount I had to pay the bank on this note was $1.46. The total indebtedness on the two notes being $130.63 and no part of this sum has ever been paid.

Court question answer. That is all except that she owned no personal property so there was no administration. L. Wesley Beauchamp.

Test: Harry C. Dashiell. Exam.

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Plaintiff's Solicitor herewith files with Examiner to be used as evicence in this cause the two promissory notes testified to by preceeding witnesses marked Exhibit B & C.

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 December ninteen hundred and twenty eight.

Harry C. Dashiell (SEAL).

Examiner in Chancery.

Bill of costs :

| | | |
|---|---|---|
| Harry C. Dashiell | Examiner | $4.00 |
| L. W. Beauchamp | Witness etc. | 1.15 |
| | | $5.15 |

Exhibit C referred to in the foregoing testimony is as follows:

$92.40 Westover April 14 1928.

Two Months after date for value received Jointly and severally promise to pay to L. W. Beauchamp, or order Ninety two & 40/100 Dollars at the Bank of Somerset of Princess Anne. Maryland The benefit of all exemptions laws of the State of Maryland, or any other state of this debt or on any judgment obtained on this note is waived. And I hereby authorize and empower any Attorney 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 thereon, 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.

Test: Donnie Collier Annie her X mark Collier

Exhibit C referred to in the foregoing Testimony is as follows:

$34.00 P. O. Westover Feb 3, 1928.

Four months after date for value received I jointly and severally promise to pay to L. W. Beauchamp or order Thirty four dollars at the Bank of Somerset of Princess Anne, Maryland the benefit of all exemption laws of the tate 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 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 thereon 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.

Test: L. W. Beauchamp Annie her mark Collier

And thereafter on the 15th January 1929 the following decree was filed.

| | | |
|---|---|---|
| John A. Bradshaw | ) | No. 4056 Chancery |
| Vs. | ) | In the Circuit Court |
| Handy Collier and wife et al. | ) | For Somerset County. |
| | ) | |

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

It is thereupon this 14th day of January 1929, by the Circuit Court for Somerset County Maryland, in Equity, adjudged ordered and decreed that the real estate mentioned in the proceedings be sold and that L. Creston Beauchamp be and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by him self and a surety or sureties to be approved by said Clerk in the penalty of one thousand

dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises, he shall then proceed to make sale of said real estate having given at least three weeks previous notice inserted in some newspaper printed in said Somerset County, and such other notice as he may think proper of the time, place manner and terms of sale, which terms shall be cash on the day of sale.

As soon as convenient after such sale 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 fairness of such sale annexed. And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser 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, through or under them. And the said trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting 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 have appeared to have discharged his trust.

Robt F. Duer, Judge.

And thereupon 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, principal and Claude R. Bounds and Grover T. Ross sureties all 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 to the said State of Maryland or its certain attorneys, to which payment well and truly to be made and done we bind outselves 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 15th day of January 1929.

Whereas by a decree of the Circuit Court for Somerset County, Maryland, in Equity dated the 14th day of January 1921, and passed ina cause in said Court pending , wherein John A. Bradshaw is complainant and Handy Collier and others are defendants, the same being No. 4056 on the Chancery Docket of said Court, the above named L. Creston Beauchamp was appointed trustee with power to sell the real estate in said cause decreed to be sold and whereas the said L. Creston Beauchamp is about to enter upon the execution of said trust.

Now therefore the condition of the above obligation is such that if the above bound L. Creston Beauchamp 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.

L. Creston Beauchamp (SEAL).

Witness: Kathleen Ford. Claude R. Bounds (SEAL).

Grover T. Ross (SEAL).

Which said bond was thus thereon endorsed.

Bond approved. Geo. W. Lawson, Clerk.

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And thereafter to wit on the 23rd day of May 1929 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 A. Bradshaw | ) | No. 4056 Chancery |
| Vs. | ) | In the Circuit Court for |
| Handy Collier and wife et al. | ) | Somerset County. |
| | ) | Maryland. |

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The report of L. Creston Beauchamp trustee appointed by a decree of this Court passed in the above entitled cause and dated the 14th day of January, 1929, to make sale of certain real estate therein mentioned, respectfully represents.

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Eastern Shore Republican, a newspaper published in said Somerset County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door in Princess Anne, Maryland, on Saturday February, 9th 1929, at or about the hour of two O'clock P. M. and then and there proceeded to sell said real estate in the manner following that is to say: your trustee offered at public sale to the highest bidder the property mentioned in said decree to wit all those lots or parcels of land in Westover District, Somerset County, Maryland, described as follows:

1. All that lot of land on the north side of a private road and on the east side of the N. Y. P. & N Railroad containing 2 acres more or less. which was conveyed to Jessie Collier by L. W. Beauchamp and wife by deed dated the 27th day of March, 1920 recorded among the land records of Said Somerset County in Liber W.J.S. No. 80 folio 203 and which descended to Annie Collier as the heir of the said Jessie Collier.

2. All that lot on the north side of a private road and on the west side of the said railroad containing 5 3/4 acres more or less, which was devised to Annie Collier by her husband Hen Henry Collier by his last will and testament dated the 8th of September 1924, recorded among the testamentary records of said Somerset County in Liber L. R. No. 32 folio 440 which said lot is improved by a dwelling and outbuildings.

Your Trustee first offered the first above mentioned lot of land and received as the highest bid therefor the sum of forty dollars which bid was reserved by the audtioneer; then he offered the second lot of land above mentioned and received as the highest bid therefor the sum of two hundred and twenty dollars, which bid was reserved by the auctioneer.

Then both of said lots of land were offered as a whole whereupon L. Wesley Beauchamp, being the highest and best bidder therefor became the purchaser thereof at and for the sum of three hundred and fifty dollars, and the said purchaser has paid for said land to the satisfaction of the trustee.

And your trustee prays a ratification of his said proceedings and of the sale of this land.

Respectfully submitted. L. Creston Beauchamp

Trustee.

State of Maryland, Somerset County to wit:

I hereby certify that on this 23d day of May, 1929 before me the subscriber Clerk of the Circuit Court for Somerset County, Maryland personally appeared L. Creston Beauchamp 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 as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Geo. W. Lawson Clerk.

Upon which said report the Clerk of the Circuit Court here passed the following order.

| | | |
|---|---|---|
| John A. Bradshaw | ) | No. 4056 Chancery |
| Vs. | ) | In the Circuit Court |
| Handy Collier and wife et al. | ) | For Somerset County |
| | ) | Maryland. |

In the above entitled cause it is ordered this 23rd day of May 1929 by the Circuit Court for Somerset County, Maryland, in Equity that the sale of property made and reported by L. Creston Beauchamp, trustee appointed by a decree of this Court to make said sale be ratified and confirmed, unless cause to the contrary be shown by exceptions filed on or before the 1st day of July 1929, provided a copy of this order be inserted in some newspaper published in said Somerset County once a week for three successive weeks before the 1st day of July 1929.

The report states the amount of sales to be $350.00.

Geo. W. Lawson , Clerk.

And now at this day to wit on the 4th day of December 1930 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:

| | | |
|---|---|---|
| John A. Bradshaw | ) | No. 4056 Chancery |
| Vs. | ) | Somerset County Md. |
| Handy Collier and wife et al. | ) | |
| | ) | |

It having been shown to the Court that no cause to the contrary has been shown although due notice has been given as required by the terms of the order nisi passed in the above entitled cause, it is this 4th day of December 1930 adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland in Equity that the sale of property made and reported by L. Creston Beauchamp, trustee 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: ,Clerk.

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| Sarah E. Beauchamp and another | ) | Be it remembered that heretofore to wit on the |
| Vs. | ) | 31st day of October 1929 a certain Sarah E. Beauchamp |
| Thomas C. Beauchamp and others. | ) | and another by L. Creston Beauchamp their solicitor |
| | ) | exhibited and filed in the Circuit Court here a |
| | | bill of complaint against Thomas C. Beacuahmp and |
| | | others which said bill of complaint is in the words |

following to wit:

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

| | | |
|---|---|---|
| Sarah E. Beauchamp and Herbert C. | ) | |
| Beauchamp. | ) | No. 4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas C. Beauchamp, Vernon A. F. | ) | For Somerset County |
| Beauchamp, Sallie Brittingham, Laura | ) | Maryland. |
| A. Cottman, Blanche Dorsey, Ida | ) | |
| Beauchamp, Melissa Crecy. Letha | ) | |
| Beauchamp and Elwwod Beauchamp. | ) | |
| | ) | |

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

The bill of complaint of Sarah E. Beauchamp and Herbert C. Beauchamp of Somerset County Maryland, respectfully represents.

1. That a certain Levin T. Beauchamp late of Somerset County, Maryland, was in his lifetime seized and possessed of certain real estate in Dublin Election District Somerset County, Maryland, situate on the west side of the county road from Cokesbury to Old Dublin containing 33 acres more or less, with the improvements thereon which was conveyed to the said Levin T. Beauchamp by the two following deeds , one from W. F. Dryden trustee dated the 1st of December 1901, recorded among the land records of said Somerset County in Liber O.T.B. No.34 folio 373 and the other from N. J. Gibbons et al dated the 25th day of April 1912, recorded among the land records in Liber B.F.D. NO.v59 folio 538.

2. That being so seized and possessed the said Levin T. Beauchamp departed this life intestate on or about the month of February, 1915, and left as his only heirs at law the following named parties all of whom are still living and reside in Somerset County, Maryland, his widow, your orator Sarah E. Beauchamp, your orator Herbert C. Beauchamp a son, the defendants. Thomas C. Beauchamp , a son, Vernon A. F. Beauchamp, a son, Sallie Brittingham a daughter; Laura A. Cottman, a daughter; Blanche Dorsey a daughter, Elwood Beauchamp, a son Letha Beauchamp, a daughter, Melissa Crecy, a daughter, and Ida Beauchamp, a daughter, and all of the above named heirs are adults and above the age of twenty one years except Melissa Crecy and Ida Beauchamp, who are infants and under the age of twenty one years; and that the title to the above described real estate is vested in the above named heirs.

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 therefrom divided among the parties entitled thereto according to their respective interests thereon, 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.

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

B. That the proceeds of said sale may be divided among the parties entitled to interests therein, according to their respective interests .

C. That your orators may have such 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 Thomas C. Beauchamp, Vernon A. F. Beauchamp, Sallie Brittingham, Laura A. Cottman , Blanche Dorse Elwood Beauchamp, Letha Beauchamp, all adults residing in said Somerset County, and to Melissa Crecy and Ida Beauchamp infants residing in said Somerset County, commanding 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. L. Creston Beauchamp, Attorney for complainants.

And thereupon in pursuance of the prayer of 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 Thomas C. Beauchamp, Vernon A. F. Beauchamp, Sallie Brittingham, Laura A. 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 Chancery at Princess Anne Town on the first Monday in November next to answer the complaint of Sarah E. Beauchamp and Herbert C. Beauchamp 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 September Anno Domini 1929.

Issued the 31st day of October Anno Domini 1929.

Per order Geo. W. Lawson Clerk.

Maryland, Somerset County to wit:

The State of Maryland To Melissa Creacy and Ida Beauchamp 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 November next to answer the complaint of Sarah Beauchamp and Herbert C. Beauchamp 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 September Anno Domini 1929.

Issued the 31st day of October Anno Domini 1929.

Per order Geo. W. Lawson Clerk.

Maryland, Somerset County to wit:

The State of Maryland To Blanche Dorsey, Elwood Beauchamp, Letha Beauchamp 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 November next to answer the complaint of Sarah E. Beauchamp and Herbert C. Beauchamp 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 September Anno Domini 1929.

Issued the 31st day of October Anno Domini 1929.

Per order. Geo. W. Lawson Clerk.

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Maryland Somerset County to wit:

The state of Maryland to Vernon A. F. Beauchamp, Sallie Brittingham, Laura A. Cottman, Blanche Dorsey, Ida Beauchamp Melissa Crecy 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 Sarah E. Beauchamp and Herbert C. Beauchamp 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 November Anno Domini 1929.

Issued the 23rd day of November Anno Domini 1929.

Per order. Geo. W. Lawson Clerk.

Maryland, Somerset County to wit:

The State of Maryland to Ida Beauchamp of Somerset County Greeting : You are hereby commanded that all excuses and delays set apart, you personally appear before the Circuit Court sitting in Chancery at Princess Anne Town on the first Monday in April next to answer the complaint of Sarah E. Beauchamp and Herbert C. Beauchamp 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 Cirduit of Maryland the 3rd day of March Anno Domini 1930.

Issued the 22nd day of March Anno Domini 1930.

Per order Geo. W. Lawson Clerk.

At which said first Monday in November , December and April respectively the day of the return of the above recited writs 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:

To the first of said writs as follows:

Non est A. L. Murrell Sheriff.

to the second of said writs as follows:

Non est A. L. Murrell Sheriff.

to the Third of said writs as follows:

Non est A. L. Murrell Sheriff.

to the fourth of said writs as follows:

Ida Beauchamp,, Non est residue summoned severally and copy of subpoena left with each defendant. A. L. Murrell Sheriff.

to the Fifth of said writs as follows:

Summoned by service upon Ida Beauchamp and copy left with said defendant and also copy left with Sarah Beauchamp mother and guardian of the defendant.

A. L. Murrell 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:

| | | |
|---|---|---|
| Sarah E. Beauchamp and Herbert C. Beauchamp | ) | No. 4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas C. Beauchamp, Vernon A. F . Beauchamp, | ) | For Somerset County |
| Sallie Brittingham, Laura A. Cottman, Blanche | ) | Maryland. |
| Dorsey , Ida Beauchamp, Melissa Crecy, Letha | ) | |
| Beauchamp and Elwood Beauchamp. | ) | |
| | ) | |

The Object of this suit is to procure a decree for the sale of certain real estate in Dublin District, Somerset County, Maryland, of which Levin T. Beauchamp died seized and possessed for the purpose of partition and division among the heirs entitled to the proceeds thereof.

The bill in substance states that Levin T. Beauchamp died in the month of February, 1915, seized and possessed of certain real estate in Dublin District, Somerset County, Maryland, on the west side of the county road containing 33 acres more or less and being so seized died, intestate. leaving surviving him a widow Sarah E. Beauchamp and the following children who are still living all of whom are adults above the age of twenty one years except, Melissa Crecy and Ida Beauchamp, who are infants under the age of twenty one years of age Herbert C. Beauchamp Thomas C. Beauchamp, Vernon A. F. Beauchamp, Sallie Brittingham , Laura A. Cottman, Blanche Dorsey, Ida Beauchamp, Melissa Crecy, Letha Beauchamp and Elwood Beauchamp, all of whom reside in Somerset County, Maryland except the defendants Elwood Beauchamp, Thomas C. Beauchamp, Letha Beauchamp and Ida Beauchamp, who are non residents of the State of Maryland.
That the said real estate is not susceptible of partition without material injury and loss to the parties entitled to interest therein asabove stated, and that in order to make division of said interests, it will be necessary for the said real estate to be sold and the proceeds therefrom divided among the parties entitled thereto, according to their respective interests therein.

It is thereupon ordered this 10th day of December 1929 by the Circuit Court for said 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 11th day of January, 1930 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 28th day of January 1930, to show cause, if any they have why a decree ought not to be passed as prayed.

Geo. W. Lawson Clerk.

And thereafter on the 19th November 1929 the following answer of Elwood Beauchamp was filed.

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|---|---|---|
| Sarah E. Beauchamp and Herbert C. Beauchamp | ) | |
| Vs. | ) | No. 4193 Chancery |
| Thomas C. Beauchamp, Vernon A. F. Beauchamp | ) | In the Circuit Court |
| Sallie Brittingham, Laura A.Cottman, Blanche | ) | For Somerset County |
| Dorsey, Ida Beauchamp, Melissa Crecy, Letha | ) | Maryland. |
| Beauchamp and Elwood Beauchamp. | ) | |

The answer of Elwood Beauchamp one of the defendants in the above bill of complaint against him and others in this Court exhibited, respectfully represents, that he admits the matters and facts alleged in the said bill and consents to the passage of such decree as the Court may think right and proper in the premises.

Witness: Elwood Beauchamp, Defendant.

Earl Carter.

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And thereafter on the 19th November 1929 the answer of Letha Beauchamp was filed.

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|---|---|---|
| Sarah E. Beauchamp and Herbert C. Beauchamp | ) | |
| Vs. | ) | No. 4193 Chancery |
| Thomas C. Beauchamp and Vernon A. F. Beauchamp | ) | In the Circuit Court |
| Sallie Brittingham, Laura A. Cottman, Blanche | ) | For Somerset County |
| Dorsey, Ida Beauchamp, Melissa Crecy, Letha | ) | Maryland. |
| Beauchamp and Elwood Beauchamp. | ) | |
| | ) | |

The answer of Letha Beauchamp, one of the defendants in the above bill of complaint against her and others in this Court, exhibited, respectfully represents, that she admits the matters and facts alleged in thesaid billand consents to the passage of such decree as the Court may think right and proper in the premises.

Witness: Letha Beauchamp, defendant

Cornelius Comegys. Mrs. Cornelius Comegys

And thereafter to wit, on November 20th, 1929, the following Answer of Thomas C. Beauchamp was filed:

| | | |
|---|---|---|
| Sarah E. Beauchamp and Herbert C. Beauchamp | ) | |
| | ) | No.4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas C. Beauchamp, Vernon A. F. Beauchamp, Sallie Brittingham, Laura A.Cottman, Blanche Dorsey, Ida Beauchamp, Melissa Crecy, Letha Beauchamp and Elwood Beauchamp. | ) | For Somerset County, |
| | ) | Maryland, |
| | ) | |

The answer of Thomas C. Beauchamp, one of the defendants in the above bill of complaint against him and others exhibited in this Court, respectfully represents, that he admits the matters and facts alleged in the said bill and consents to the passage of such decree as the Court may think right and proper in the premises.

Witness: Thomas C. Beauchamp, Defendant.

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And thereafter to wit, on March 26th, 1930, the following Petition and Order of Court Appointing Guardian ad Litem was filed.

| | | |
|---|---|---|
| Sarah E. Beauchamp et al., | ) | |
| | ) | No.4193 Chancery, |
| Vs. | ) | In the Circuit Court |
| Thomas C. Beauchamp 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 plaintiffs in the above entitled cause respectfully represent:

That the defendants, Ida Beauchamp and Melissa Crecy, have been duly summoned to appear and answer the above bill of complaint, but being infants, they cannot answer and defend this suit for themselves and they have no guardian within the jurisdiction of this Court to answer and defend for them;

The plaintiffs therefor pray Your Honors to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound etc.,

L. Creston Beauchamp,
Solicitor for plaintiffs.

Upon the foregoing petition, it is this 25th day of March, 1930, ordered by the Circuit Court for said Somerset County, in Equity, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Ida Beauchamp and Melissa Crecy, the infant defendants in the above cause.

Robt. F. Duer, Judge.

On March 26th, 1930, the following answer of Melissa Crecy and Ida Beauchamp by Guardian ad Litem was filed.

| | | |
|---|---|---|
| Sarah E. Beauchamp et al., | ) | |
| Vs. | ) | No.4193 Chancery |
| | | In the Circuit Court |
| Thomas C. Beauchamp et al., | ) | |
| | | For Somerset County, Md., |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The answer of Melissa Crecy and Ida Beauchamp, infant defendants in the above entitled cause, by James R. Stewart, guardian ad litem, appointed by the Circuit Court for Somerset County, Maryland, in Equity, to the bill of complaint of Sarah E. Beauchamp, et al., against them and others in this Court exhibited;

These defendants, for answer to the said bill of complaint, by their guardian, answer and say that, being ignorant of the matters charged in said bill and being infants of tender years, they can neither admit nor deny any of the allegations of said bill of complaint, 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 to wit, on the 26th day of March, 1930, the following Decree Pro Confesso and Order to take testimony was filed.

| | | |
|---|---|---|
| Sarah Beauchamp and other. | ) | |
| | ) | No.4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas Beauchamp and others. | ) | For Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that the defendants Thomas C. Beauchamp, Elwood Beauchamp and Letha Beauchamp, have duly filed their answers to the bill of complaint filed herein, and that the defendants Melissa Crecy and Ida Beauchamp are infants residing in Somerset County, Maryland, and have filed their answers to said bill of complaint by their guardian ad litem appointed by this Court; and that the defendants, Vernon A. F. Beauchamp, Sallie Brittingham, Laura A. Cottman and Blanche Dorsey, have been duly summoned to said bill, but have failed to appear in person or by solicitor and answer the said bill of complaint filed against them.

It is thereupon, this 25th day of March, 1930, adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said bill of complaint be and the same is hereby taken pro confesso against the non-answering and non-appearing defendants.

And it is further ordered that depositions be taken before one of the standing examiners of this Court in support of the allegations of the said bill of complaint.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 5th day of April, in the year nineteen hundred and thirty, 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 testi-

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mony with him filed and by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Sarah E. Beauchamp et als,, | ) | No.4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas C. 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 Saturday April 4, 1930, I did take the following depositions, that is to say:

Herbert C. Beauchamp, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Herbert C. Beauchamp, age 34 years, residence Cokesbury, Maryland, occupation farming.

Ans.2. Did you know Levin T. Beauchamp? If so, is he living or dead? and when did he die? Did he or not leave a will?

Ans. I did. He was my father, and died in February 1915, without leaving any will.

Int.3, What, if any, children and heirs at law did he leave?

Ans. My father was married twice, His first wife was my mother, died and at that time there were the following children, Sallie Brittingham, who is an duly adult and resides in Somerset County, Laura E. Cottman, an adult, residing in Somerset County, Blanche Dorsey, who is an adult and resides in said Somerset County, myself, Herbert C. Beauchamp, who is an adult and resides in Somerset County, C. Thomas Beauchamp, who is grown and resides at Chester Penna., Vernon A. F. Beauchamp, who is also an adult and resides in Somerset County. After my mother's death, my father married a second time and at this death, in addition to the above children, left the following heirs, his wife, Sarah E. Beauchamp, a son, Elwood Beauchamp, an adult, who lives at Long Island N.Y. Letha Beauchamp, a daughter, who is an adult and resides in Washington D. C., Melissa Crecy and Ida Beauchamp, both infants and residents of Somerset County.

Int.4. What, if any, real estate did he leave at his death and state whether or not in your opinion it can be so divided between the heirs as to give each one the part to which he is entitled by law?

Ans. My father did leave real estate in Dublin District, containing 29 acres, on the West side of the County Road leading from Cokesbury to Old Dublin, which he bought from two people, one from W. F. Dryden, Trustee, and N. J. Gibbons and others. It is worth in my opinion about $1500.00.

It can not be divided among so many heirs but will have to be sold and the proceeds divided among the parties in interest.

Court question and answer:

"Nothing more."

Test: Herbert C. Beauchamp

Harry C. Dashiell, Exm.,

Vernon A. F. Beauchamp, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Vernon A. F. Beauchamp, age 27 years, residence Cokesbury, occupation farming.

Int.2. Did you know Levin T. Beauchamp in his life time? If so, state whether he is living or dead? When did he die?

Ans. I knew Levin T. Beauchamp. He was my father. He died in February 1915.

Int.3. State what heirs he left at the time of his death?

Ans. My father was married twice. His first wife was my mother. She died and at that time there were the following children, Sallie Brittingham, who is an adult and resides in Somerset County, Laura E. Cottman, an adult, who resides in Somerset County, Blanche Dorsey, an adult, who resides in Somerset County, Herbert C. Beauchamp, an adult, residing in Somerset County, C. Thomas Beauchamp, also an adult, who resides at Chester Pa., Myself, Vernon A. F. Beauchamp, an adult residing in Somerset County. After my mother's death, my father married a second time and by his second marriage left the following heirs, his wife, Sarah E. Beauchamp, who is an adult and residing in Somerset County, a son, Elwood Beauchamp an adult, who lives at Long Island, N.Y. Letha Beauchamp, a daughter, who is an adult, residing in Washington D. C., Melissa Crecy and Ida Beauchamp, both infants and residents of Somerset County.

Int.4. State what, if any, real estate your father left at the time of his death and your idea of the value of it and also state whether or not he left a will?

Ans. He left a farm in Dublin District, on the West side of the County Road leading from Cokesbury to Old Dublin, containing about 29 acres, which he purchased by two deeds, one from W. F. Dryden, Trustee, and the other will from N.J. Gibbons and others. This property is worth about $1500.00. My father did not leave any last will and testament.

Int. State whether or not this farm could be divided so as to give each one entitled his proper share or whether it will have to be sold and the proceeds divided?

Ans. It will have to be sold and the proceeds divided.

Court question and aswer:

"That is all."

Test: Vernon Beauchamp

Harry C. Dashiell, Exm.

G. W. Carter, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. G. W. Carter, age 50 years, residence Cokesbury, Md., Farming is my occupation.

Int.2. Do you know the parties to this suit and did you know Levin T. Beauchamp in his life time?

Ans. I know all the parties to this suit and I knew Levin T. Beauchamp in his life time. He died about 15 years ago. I live on the farm adjoining the farm owned by Levin T. Beauchamp.

Int.3. What heirs at law did Levin T. Beauchamp leave?

Ans. I have heard the testimony of the two preceeding witnesses and the heirs at law of Levin T. Beauchamp are the ones named by the other two witnesses. I know the widow, Sarah E. Beauchamp, and all of the children by both marriages.

Int.4. What, if any, real estate did Mr. Beauchamp leave at his death and your idea of the value of it?

Ans. He left a farm in Dublin District, containing about 29 acres, located on the road from Cokesbury to Old Dublin. He obtained this land by two deeds, one from W. F. Dryden, Trustee, and the other from N.J. Gibbons and others. This land is worth about $1500.00.

Int.5. Did he or not leave a will and can or not his farm be divided among the parties in interest or should it be sold and the proceeds divided among them?

Ans. Mr. Beauchamp left no will. This farm can not be divided among all the heirs.

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There is not enough of it. It will have to be sold and the proceeds divided among the parties in interest.

Court question and answer: "No Sir."

Test: G. W. Carter

Harry C. Dashiell, Exm.,

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 4th day of April, 1930.

Harry C. Dashiell (SEAL)
Examiner in Chancery,

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell, | Examiner | $4.00 |
| G. W. Carter, witness & Mileage | | 1.35 |
| | | $5.35 |

And thereafter, to wit, on the 2nd day of May, nineteen hundred and thirty, the Cirduit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Sarah E. Beauchamp and others. | ) | No.4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas C. Beauchamp and others, | ) | For Somerset County, |
| | ) | Maryland. |

The above entitled cause standing ready for hearing and being submitted without argument, the proceedings were read and considered.

It is, thereupon this 2nd day of May, nineteen hundred and thirty by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp, be and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the clerk of the circuit court a bond to the state of Maryland, executed by himself and a corporate surety to be approved by said Clerk in the sum of two thousand dollars, conditioned upon the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty days previous notice by advertisement inserted in some newspaper printed in said Somerset County and by such other notice as the trustee may think proper of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money on the day of sale, and the balance in two equal instalments of four and eight months from the day of sale, the deferred payments to be secured by the bond of the purchaser or purchasers bearing interest from the day of sale, with security to be approved by the trustee, or all cash at the option of the purchaser.

And as soon as convenient after such sale, 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 annexed. And on the ratification of such sale by this Court and upon the payment of the entire purchase money, and not before the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall 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 from said sale 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, Judge.

And thereupon 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, principal, and the Maryland Casualty Company, a body corporate, surety, 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 heirs, executors, administrators, successors andassigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of May, 1930.

Whereas, the above bound L. Creston Beauchamp, 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 Herbert C. Beauchamp et al., against Thomas C. Beauchamp, the same being No.4193 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 bound L. Creston Beauchamp 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.

Test: L. Creston Beauchamp (SEAL)

James R. Stewart, The Maryland Casualty Company,

Corporate Seal. By L. Creston Beauchamp, Agent.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on June 7th, in the year nineteen hundred and thirty, 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:

| | |
|---|---|
| Sarah E. Beauchamp and Herbert C. Beauchamp. | ) |
| Vs. | ) No.4193 Chancery |
| Thomas C. Beauchamp, Verhon A. F.Beauchamp Sallie Brittingham, Laura A. Cottman, Blanche Dorsey, Ida Beauchamp, Melissa Crecy, Letha Beauchamp and Elwood Beauchamp. | ) In the Circuit Court ) For Somerset County, ) Maryland. ) |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court passed in the above entitled cause, dated the 2d of May, 1930, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by said decree and by law, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Eastern Shore Republican, a newspaper published in said Somerset County, for at least 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 Tuesday, June 3d, 1930, at or about the hour of two o'clock P.M. and then and there proceed to sell said real estate in manner following,

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that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, to wit, all that farm or tract of land situate, lying and being in Dublin Election District, Somerset County, Maryland, on the west side of the county road leading from Cokesbury to Old Dublin, containing 29 acres, more or less, which was conveyed to Levin T. Beauchamp by the two following deeds: one from W. F. Dryden, trustee, dated the 1st of December, 1901, recorded among the land records of said Somerset County in Liber G.T.B.No.34, folio 373, and the other from N.J. Gibbons et al., dated April 25th, 1912, recorded among said land records in Liber S.F.D.No.59, folio 538 and the improvements thereon, whereupon Vernon A.F. Beauchamp became the highest and best bidder therefor and the purchaser thereof at and for the sum of one thousand dollars, whereof he paid the sum of three hundred and thirty-four dollars in cash, and gave his promissory notes for the balance of said purchase money, payable, in two equal instalments four and eight months from the date of said sale.

And your trustee prays a ratification of his proceedings in the premises.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th day of June, 1930, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, 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.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| Sarah E. Beauchamp and Herbert C. Beauchamp. | ) | No.4193 Chancery |
| Vs. | ) | In the Circuit Court |
| Thomas C. Beauchamp, Vernon A. F. Beauchamp, Sallie Brittingham, Laura A. Cottman, Blanche Dorsey, Ida Beauchamp, Melissa Crecy, Letha Beauchamp and Elwood Beauchamp. | ) | For Somerset County, Maryland. |

In the above entitled cause it is ordered this 7th day of June, 1930, by the Circuit Court for Somerset County, Maryland, in Equity, 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 10th day of July, 1930, provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 7th day of July, 1930,

The report states the amount of sales to be $1000.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 10th day of October, in the year nineteen hundred and thirty, came again into Court here the said complainant by his solicitor aforesaid, and on motion of the said complaint 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 10th day of October, 1930, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale of real estate 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. Millard Lawrie ,Clerk

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| | |
|---|---|
| Freeman Jones, Jr., and another<br>Vs.<br>Hester Jones et als.,<br>No.4254 Chancery. | Be it remembered that heretofore, to wit, on the 10th day of June, in the year nineteen hundred and thirty, a certain Freeman Jones, Jr., and Annie Jones, his wife, by Harry C. |

Dashiell, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Hester Jones, Letitia Church, and Julius Church, her husband, Emma Wright and Rufus Wright, her husband, and Lillian Anderson and Dennis Anderson, her husband, which said bill of complaint is in the words following, to wit:

| | |
|---|---|
| Freeman Jones, Jr., and Annie Jones, his wife.<br>Vs.<br>Hester Jones, Letitia Church and Julius Church, her husband, Emma Wright and Rufus Wright, her husband, and Lillian Anderson and Dennie Anderson, her husband. | No.4254 Chancery,<br>In the Circuit Court<br>For Somerset County,<br>In Equity. |

To the Honorable, the Judges of said Court:

First: That Jacob Freeman Jones, late of Somerset County, deceased, was in his life time and at the time of his death, seized and possessed in fee simple, absolutely, of a tract or parcel of land, situate, lying and being in Tangier Election District, Somerset County and State of Maryland, located on a public road, and containing about one acre, more or less, whereon Freeman Jones, Jr., now resides.

Second: That being so seized, the said Jacob Freeman Jones, departed this life, on or about the 20th day of December, 1928, intestate, leaving surviving him a widow, the defendant, Hester Jones, who is an adult, residing in said Somerset County; and the following children, who are his only heirs at law, viz: a son, the plaintiff, Freeman Jones, Jr., who intermarried with the plaintiff, Annie Jones, both of whom are adults, the defendant, Letitia Church, a daughter, who intermarried with the defendant, Julius Church, both of whom are adults, the defendant, Emma Wright, a daughter, who intermarried with the defendant, Rufus Wright, both of whom are adults and the defendant, Lillian Anderson, a daughter, who intermarried with Dennie Anderson, the defendants both adults and that all of said parties reside in said Somerset County, State of Maryland.

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 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 ordators 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 Hester Jones, Letitia Church and Julius Church, her husband, Emma Wright and

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Rufus Wright her husband, and Lillian Anderson and Dennie Anderson, her husband, all adults, and 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.

And as in duty bound etc.,

Harry C. Dashiell,
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:

Seal of Court.

The State of Maryland, to Hester Jones, Letitia Church, Julius Church, Emma Wright, Rufus Wright, Lillian Anderson, Dennie Anderson, 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 Freeman Jones and Annie Jones, his wife, 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 1930.

Issued the 11th day of June, Anno Domini 1930.

Per order:
Geo. W. Lawson, Clerk.

At which said first Monday in July, in the year 1930, 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, A. L. Murrell, 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:

Hester Jones, Non est, Residue summoned severally and copy left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on the 22nd day of July, in the year nineteen hundred and thirty, the answer of Hester Jones was filed as follows:

| | |
|---|---|
| Freeman Jones, Jr., and another. | ) |
| Vs. | ) No.4254 Chancery |
| Hester Jones and others. | ) In the Circuit Court |
| | ) For Somerset County, |
| | In Equity. |

The answer of Hester Jones, one of the defendants in the above entitled cause, to the bill of complaint of Freeman Jones, Jr., and another against her and other defendants in this cause exhibited, respectfully represents:

That the said Hester Jones, defendant as aforesaid, admits the matters and facts in said bill of complaint alleged and consents to the passage of such decree as may be right and proper in the premises.

Test: Willie Armstead,

his
Hester X Jones
mark

And thereafter to wit, on the 5th day of August, in the year nineteen hundred and thirty, a Decree Pro Confesso and order to take testimony was filed:

| | |
|---|---|
| Freeman Jones and another | ) |
| Vs. | ) No.4254 Chancery |
| Hester Jones and others. | ) In the Circuit Court |
| | ) For Somerset County, |
| | ) In Equity. |

To the Honorable, the Judges of said Court:

It appears from the proceedings in this cause, that the defendant, Hester Jones, has

appeared in said cause and have filed and answer herein, in which said defendant admits 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 herein; it also appears that the defendants, Letitia Church, and Julius Church, her husband, Emma Wright and Rufus Wright, her husband, and Lillian Anderson and Dennis Anderson, her husband, have all be duly summoned to appear to said bill of complaint, and have failed to appear thereto and to file and answer therein.

It is thereupon this 5th day of August, nineteen hundred and thirty, 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 so failing to appear and answer as aforesaid.

And it is further ordered that depositions be taken before one of the standing examines of this Court in support of the allegations of the bill of complaint, and since it appears that Harry C. Dashiell, one of the standing examiners of this Court, is solicitor for the plaintiff herein, it is further ordered that L. Creston Beauchamp be and he is hereby appointed special examiner to take the depositions in this cause.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 28th day of August, in the year nineteen hundred and thirty L.Creston Beauchamp, 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:

| | | |
|---|---|---|
| Freeman Jones, Jr., and wife. | ) | No.4254 Chancery |
| Vs. | ) | In the Circuit Court |
| Hester Jones 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, L. Creston Beauchamp, a Special Examiner, appointed by this Honorable Court, do hereby certify that at the law office of Harry C. Dashiell at Princess Anne, Maryland, on Thursday, August 28, 1930, I did take the following deposit one, that is to say:

Horace Waters, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Horace Waters, age about 80 years, residence, Rock Breek, Tangier District, Somerset County, Maryland, occupation, laborer.

Int.2. Do you know the parties to this suit and, if so, how long have you known them and where do they reside?

Ans. I have known all of the defendants all of their lives, except the defendant, Hester Jones, who was the last wife of Freeman Jones, and whom he married about two years before his death. I have known her ever since her marriage to Freeman Jones. All the parties live in Somerset County, Maryland.

Int.3. Did you know Jacob Freeman Jones in his life time? 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 knew Jacob Freeman Jones for many years before his death. He died the latter part of December, 1928, at his home at Rock Creek. He left no last will and testament and his heirs at law are; his widow, Hester Jones, who was his last wife and who he married just a few years before his death, and the following children, a son, Freeman Jones, Jr., who intermarried with the plaintiff Annie Jones, a daughter Letitia Church, the defendant, who intermarried with the defendant Julius Church; a daughter, the defendant, Emma Wright, who intermarried with the defendant, Rufus Wright, and a daughter, the defendant, Lillian Anderson, who inter-

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married with the defendant, Dennie Anderson. All of the said parties are adults above the age of 21 years and they all reside in Somerset County, Maryland.

Int.4. Did the said Jacob Freeman Jones own any real estate at the time of his death and if so, describe it and state its value ?

Ans. Jacob Freeman Jones died intestate; but he left a dwelling house and lot of land in Rock Creek, containing about 7/8 of an acre. This This property is located on a county road in said district leading to the sound side and adjoins the lands of Rhoda D. Bennett, Sewell T. Jones and Jack Beckett. This property was conveyed to Jacob Freeman Jones under the name of Freeman Jones, and Julia Jones, his wife, as tenants by the entireties, by Granville P. Webster and others by deed dated Aug.5, 1918, and recorded among the land records of said Somerset County in Liber W.J.S.No.81, folio 393, the wife of Freeman Jones, that is, Julia Jones, died after this deed was given and Freeman Jones later married the defendant, Hester Jones. This property is worth in my opinion from $400.00 to $500.00.

Int.5. Please state whether or not said property can be divided among the parties in interest or will it be necessary to sell said real estate and divide the proceeds?

Ans. This property containing less than an acre of land and only one dwelling cannot be divided among the parties and the only thing that can be done is to sell it and divide the proceeds among the parties in interest according to their respective rights.

Court question and answer:

"Nothing further."

Test: Horace X his mark Waters

L. C. Beauchamp

William L. Jones, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William L. Jones, age 52 years, residence Rock Creek, Tangier District, occupation, merchant.

Int.2. Do you know the parties to this suit, and, if so, how long have you known them?

Ans. I know all the parties to this suit and have known them practically all of their lives, except the defendant, Hester Jones, whom I have known since her marriage to Freeman Jones a few years ago.

Int.3. Did you know Jacob Freeman Jones in his life time? If so is he living or dead? When did he die? Did he or not die intestate and who are his heirs at law?

Ans. I did know Jacob Freeman Jones in his life time. He died the latter part of December, 1928. He left no last will and testament and his heirs at law are; his widow, the defendant, Hester Jones, a son, the plaintiff Freeman Jones, Jr., who intermarried with the plaintiff, Annie Jones, a daughter, Letitia Church, a defendant, who intermarried with the defendant, Julius Church, a daughter, the defendant, Emma Wright, who intermarried with the defendant, Rufus Wright, and a daughter, Lillian Anderson who intermarried with the defendant, Dennie Anderson. All of the said parties are adults and reside in Somerset County, Maryland.

Int.4. Did the said Jacob Freeman Jones, own any real estate at the time of his death and if so, describe it and state its value?

Ans. Jacob Freeman Jones at the time of his death owned a small lot of land and dwelling in Tangier District, Somerset County, Maryland, containing 7/8 of an acre. It is located on a road leading to the sound side in said district and adjoins the lands of Rhoda D. Bennett, Sewell T. Jones and Jack Beckett. It is worth from $400.00 to $500.00.

Int.5. Can or not said real e state be divided among the parties in interest or will or not it be necessary to sell said real estate and divide the proceeds among said parties

Ans. The quantity of land is entirely two small to be divided among the parties in interest and the only practical thing to do is to sell the whole of said property and divide the proceeds among the parties in interest.

Court question and answer:

"I know nothing more." except that I intended to say that the deed to this property was to Freeman Jones and Julia Jones, his wife. I knew that wife of Freeman Jones. She died after the deed was given and then Freeman Jones married the defendant, Hester Jones."

Test: Wm. L. Jones

L. C. Beauchamp

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.

L. Creston Beauchamp (SEAL)
Special Examiner.

Bill of Costs:

| | | |
|---|---|---|
| L. Creston Beauchamp, | Sp. Examiner | $4.00 |
| Wm. L. Jones | Witness etc., | 1.35 |
| Horace Waters, | " " | 1.35 |
| | | $6.70 |

And thereafter, to wit, on the 13th day of October, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises, to wit:

| | |
|---|---|
| Freeman Jones and another<br>Vs.<br>Hester Jones et als., | In Equity, in the Circuit Court for Somerset County, No.4254 Chancery. |

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

It is thereupon this 17th day of September, in the year nineteen hundred and thirty 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 proceeding 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 him 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 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 6 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 hereof, and of the fairness of such sale or sales annexed. And on the ratification of such

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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.

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, and S. Frank Dashiell and Herbert A. Holland, 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 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, executors, administrators and assigns, firmly by these presents, sealed with our seals and dated this 13th day of October, nineteen hundred and thirty.

Whereas the above bounden Harry C. Dashiell, by virtue of a decree of the Circuit Court for Somerset County, in Equity, passed on the 17th day of September, nineteen hundred and thirty, has been appointed Trustee to sell the property mentioned in the proceedings, in the case of Freeman Jones, Jr., and another against Hester Jones and others, the same being No. 4254 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 relating to the sale of said property, 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 principal and sureties have signed the above bond under seal the day and year above written.

| | | |
|---|---|---|
| Test: | Harry C. Dashiell | (SEAL) |
| Raymond M. Carey | S. F. Dashiell | (SEAL) |
| Test: | Herbert A.Holland | (SEAL) |
| Raymond M. Carey. | | |

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on October 28th, 1930, 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:

| | | |
|---|---|---|
| Freeman Jones, Jr., and another. | ) | |
| Vs. | | No.4254 Chancery |
| Hester Jones et als., | ) | 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 Harry C. Dashiell, Trustee appointed by a decree of this Court, passed in

the above entitled cause, dated the 17th day of September, 1930, to make sale of dertain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by said decree and by law, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Marylander and Herald," a newspapers published in said Somerset County for at least 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 Tuesday, October 14, 1930, at or about the hour of two o'clock P.M., and then and there prodeed to sell said real estate in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, to wit, all that tract or parcel of land, situate, lying and being in Tangier Election District, in Somerset County, Maryland, located on the county road in said district leading to the sound side, adjoining the lands of Rhoda D. Bennett, Sewell T. Jones and Jack Beckett and containing 7/8 of an acre, more or less, and being the same land which was conveyed unto Freeman Jones and Julia Jones, his wife, by Granville P. Webster and others, by deed dated the 5th day of August, 1918, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.81, folio 393; the said wife, Julia Jones, having departed this life before the death of the said Freeman Jones; whereupon William L. Jones of said Somerset County, Maryland, became the highest and best bidder therefor and the purchaser thereof, at and for the sum of One Hundred and Thirty Dollars ($130.00); and the said purchaser has complied with the terms of said sale by paying all of said purchase money in cash.

This property is improveed by a two story, frame dwelling in good condition of repair.

And your Trustee prays a ratification of his proceedings in the premises.

Harry C. Dashiell,
Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this w8th day of October, nineteem hundred and thirty, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Harry C. Dashiell, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

Geo. W. Lawson,
Clerk of Circuit Court.

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

| | | |
|---|---|---|
| Freeman Jones, Jr., and another. | ) | |
| | ) | No.4254 Chancery |
| Vs. | ) | |
| | ) | In the Circuit Court, |
| Hester Jones et als., | ) | |
| | ) | For Somerset County, |
| | ) | |
| | | In Equity. |

In the above entitled cause, it is ordered this 28th day of October, 1930, by the Circuit Court for Somerset County, in Equity, that the report of Harry C. Dashiell, Trustee, mentioned in the aforegoing report of sale, and the sale of the 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 29th day of November, 1930, provided a copy of this order be inserted in some newspaper printed in said Somerset County in each of three successive weeks before the 26th day of November, 1930.

The report states the amount of sales to be $130.00.

Geo. W. Lawson, Clerk.

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And now at this day, to wit, on the 20th day of December, in the year nineteen hundred and thirty, 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:

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| Freeman Jones and another. | ) | No.4254 Chancery |
| Vs. | ) | In the Circuit Court |
| Hester Jones, et als., | ) | For Somerset County, |
| | | In Equity. |

It having been proved to the Court 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 20th day of December, 1930, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the within report of Harry C. Dashiell, Trustee, and the sale of the real estate 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: Millard Lawes ,Clerk.

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|---|---|---|
| H. Fillmore Lankford, Ex Parte. Trust created by two mortgages from General Lee Wright and Katie E. Wright, his wife, to the Bank of Somerset, a body corporate, assigned to the said H. Fillmore Lankford, for the purpose of foreclosure. | ) | B e it remembered that heretofore |
| | ) | to wit, on the 24th day of October |
| | ) | in the year nineteen hundred and |
| | ) | thirty, a certain H. Fillmore |
| No.4291 Chancery. | ) | Lankford, of Somerset County and |
| | ) | State of Maryland in his proper |
| | | person, exhibited and filed in the |

Circuit Court here a certain mortgage executed and delivered to Bank of Somerset by a certain General L. Wright of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this ninth day of February, in the year nineteen hundred and twenty-eight, by General L. Wright and Katie E. Wright, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said General L. Wright and Katie E. Wright are indebted to the "Bank of Somerset," a body corporate, in the sum of Four Hundred Dollars, which said debt is evidenced by the bill obligatory of the said General L. Wright and Katie E. Wright for said sum, dated evenly herewith, payable to the said Bank of Somerset one year after date, with interest from date, payable semi-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 General L. Wright and Katie E. Wright, his wife, do grant and convey to the said Bank of Somerset, its successors and assigns, all that farm or tract of land in East Princess Anne Election District, in Somerset County, Maryland, containing thirty-one acres, more or less, and being all the land which was conveyed to the said General L. Wright and Katie E. Wright by Carvosso B. Mitchell and wife by deed dated the 2nd day of June, 1925, recorded among the land records of said county in Liber W.J.S.No.92, folio 6 etc, except so much thereof as was conveyed by the said General L. Wright and wife to George Norman Pusey by deed dated the 3rd day of May, 1926, recorded among said records in Liber W.J.S.No.93, folio 139 etc, and except also so much thereof as was conveyed by the said General L. Wright and wife to Mary E.Pusey

by deed dated the 18th day of January, 1928, recorded among said records in Liber G.W.L.No. 96, folio 158, etc, to which said deeds and all the references in said deeds contained, special reference is hereby made for full and particular 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, 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 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 General L. Wright and Katie E. Wright 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 or assigns, or H. Fillmore Lankford, 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 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 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least

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five hundred dollars, and to cause the policy to be effected thereonto 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 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 said mortgagors.

Test: General Lee Wright (SEAL)

Samuel H. Sudler Katie E. Wright (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this ninth day of February, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared General L. Wright and Katie E. Wright 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, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Vice-President and agent of the Bank of Somerset, 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.

Seal of Notary. Samuel H. Sudler,
Notary Public.

Received for record February 9th, 1928, and recorded in Liber G.W.L.No.95, folio 378, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment:

For value received and for the purpose of collection and foreclosure, the Bank of Somerset, a body corporate, the mortgagee in the within and foregoing mortgage, hereby assigns the said mortgage to H. Fillmore Lankford.

Witness the signature of William B. Spiva, the President of said Bank of Somerset, and the corporate seal of said Bank of Somerset, this 11th day of October, nineteen hundred and thirty.

Witness: Seal of Bank. Wm. B. Spiva,
President of Bank of Somerset.

Samuel H. Sudler,
Cashier of said Bank of Somerset.

Filed for record October 11th, 1930, and recorded in Liber G.W.L.No.95, folio 378,

Test: Geo. W. Lawson, Clerk.

And thereafter to wit, on October 24th, 1930, the following Bill Obligatory was filed:

$400.00 February 9th, 1928.

Secured by mortgage of even date herewith, and for value received, One year after date we jointly and severally promise to pay to "Bank of Somerset," a body corporate, or order, Four Hundred dollars, with interest from date, payable semi-annually from date, and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity,

hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against us for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness our hands and seals.

Witness:

Samuel H. Sudler

General Lee Wright (SEAL)

Katie E. Wright ( SEAL)

And thereafter to wit, on October 24th, 1930, another Mortgage from the same parties were filed as follows:

THIS MORTGAGE, Made this 12th day of February, in the year nineteen hundred and twenty-nine, by General L. Wright and Katie E. Wright, his wife, of Somerset County in the State of Maryland, hereinafter called the mortgagors, witnesseth: Whereas the said mortgagors are indebted to the "Bank of Somerset," a body corporate, in the sum of two hundred and ninety-five dollars, which said debt is evidenced by the bill obligatory of the mortgagors for said sum, dated evenly herewith, payable to the said Bank of Somerset, mortgagee as aforesaid, one year after date, with interest from date, payable semi-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 General L. Wright and Katie E. Wright, his wife, do grant and convey to the said Bank of Somerset, a body corporate as aforesaid, its successors and assigns, all that lot or tract of land in East Princess Anne District, Somerset County, Maryland, which was conveyed to the said mortgagors by Carvosso B. Mitchell and wife by deed dated the 2nd day of June, 1925, recorded among the land records of said county in Liber W.J.S.No.92, folio 6 etc, except so much thereof as was conveyed by the said mortgagors to George Norman Pusey by deed dated the 3rd day of May, 1926, recorded among said records in Liber W.J.S.No.93, folio 139 etc, and except also so much thereof as was conveyed by the said mortgagors to Mary E.Pusey by deed dated 18th day of January, 1928, recorded among said records in Liber G.W.L.No.96, folio 158 etc, to all of which said deeds reference is hereby made for full and particular 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, 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 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 mortgagors jointly and severally 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

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Mortgagee, its successors or assigns, or H. Fillmore Lankford, 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 the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, 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 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 existence 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 policy or policies in the hands of the mortgagee, and if the said mortgagor 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 said mortgagors.

Test: General Lee Wright (SEAL)

Samuel H. Sudler Katie E. Wright (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of February, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared General L. Wright and Katie E. Wright, 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, that the consideration mentioned

in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Vice-President and agent of the Bank of Somerset, 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.

Seal of Notary. Samuel H. Sudler, Notary Public.

Received for record February 12th, 1929, and recorded in Liber G.W.L.No.98, folio 68, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment

For value received, and for the purpose of collection and foreclosure, the Bank of Somerset, a body corporate, the mortgagee in the within and foregoing mortgage, hereby assigns said mortgage to H. Fillmore Lankford,

Witness the signature of William B. Spiva, the President of said Bank of Somerset, and the corporate seal of said Bank of Somerset, this 11th day of October, nineteen hundred and thirty.

Seal of Bank. Wm. B. Spiva, President of the Bank of Somerset.

Witness:

Samuel H. Sudler, Cashier of the Bank of Somerset.

Filed for record October 11th, 1930, and recorded in Liber G.W.L.No.98, folio 68,

Test: Geo. W. Lawson, Clerk.

And thereafter to wit, on October 24th, 1930, the following Bill Obligatory was filed:

$295.00 February 12th, 1929.

Secured by mortgage of even date herewith, and for value received, One year after date, we jointly and severally promise to pay to "Bank of Somerset," a body corporate, or order, Two Hundred and Ninety-five dollars with interest from date, payable semi-annually from date, and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity, hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against us for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness our hands and seals.

General Lee Wright (SEAL)

Witness: Kate E. Wright (SEAL)

Samuel H. Sudler, (Surety) Geo.Norman Pusey (SEAL)

And thereupon the said H. Fillmore Lankford, Assignee 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 B. Spiva and Samuel H. Sudler, sureties 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 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 October nineteen hundred and thirty.

Whereas by two mortgages, one dated the 9th day of February 1928, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L.No.95, folio 378 etc, and the other dated the 12th day of February, 1929, recorded among said records in Liber

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G.W.L.No.98, folio 68 etc, General Lee Wright and Katie E. Wright, his wife, granted to the "Bank of Somerset," a body corporate the real estate described in said mortgages, to secure the payment of the sums of money therein mentioned, and whereas by assignment dated the 11th day of October, 1930, recorded among said records in Liber G.W.L.No.95, folio 378 etc, the said Bank of Somerset assigned the mortgage first hereinbefore mentioned to the said H. Fillmore Lankford for the purpose of collection and foreclosure, and whereas by assignment dated the 11th day of October, 1930, the said Bank of Somerset assigned the second mortgage hereinbefore mentioned to the said H. Fillmore Lankford for the purpose of collection and foreclosure, and whereas said assignments were made after default had occurred in the covenants, terms and conditions of said mortgages, and whereas said last mentioned assignment was recorded among said records in Liber G.W.L.No.98, folio 68, and whereas the said H.Fillmore Lankford is authorized upon default in the terms, conditions and covenants of said mortgages, to sell the real estate by said mortgages conveyed, and whereas the said H. Fillmore Lankford, assignee as aforesaid, is about to exercise the power of sale contained in said mortgages 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 mortgages, 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.

Witness: H.Fillmore Lankford (SEAL)
J. Arthur Powell Wm. B. Spiva (SEAL)
Samuel H. Sudler (SEAL)

Which said bond was thus thereon endorsed, to wit:
The within bond and sureties are hereby approved.

Geo. W. Lawson, Clerk.

And thereafter to wit, on the 28th day of November, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| H. Fillmore Lankford, | ) | No.4291 Chancery, |
| Ex parte. | ) | In the Circuit Court |
| | ) | For Somerset County, Maryland, |
| | ) | Trust created by two mortgages from |
| | ) | General Lee Wright and Katie E. |
| | ) | Wright, his wife, to the Bank of |
| | ) | Somerset, assigned to the said H. |

Fillmore Lankford, for the purpose of foreclosure.

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

The report of H. Fillmore Lankford, assignee of two mortgages from General Lee Wright and Katie E. Wright, his wife, to the Bank of Somerset, one dated the 9th day of February, 1928, recorded among the land records of Somerset County in Liber G.W.L.No.95, folio 378 etc. and the other dated the 12th day of February 1929, recorded among said records in Liber G.W.L.No.98, folio 68 etc, and assigned to the said H. Fillmore Lankford for the purpose of foreclosure, respectfully represents:

That after default had occurred under the conditions, terms and covenants of said mortgages, and after having filed a bond with approved security in the Circuit Court for Somerset County, 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 Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by notice 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, in said County, on Tuesday, the 25th day of November, 1930, at or about the hour of 2:30 o'clock P.M. and then and there proceeded to sell at public auction, the following described real estate mentioned, described and conveyed in said mortgage, as follows:

He offered all that farm or tract of land in East Princess Anne District, in Somerset County, Maryland, containing thirty-one acres, more or less, adjoining the lands of George Norman Pusey, Mary E. Pusey and Thomas Charles Tribeck, with all the rights and privileges thereto belonging, being all the land which was conveyed to the said General Lee Wright and Katie E. Wright his wife, by Carvosso B. Mitchell and wife by deed dated the 2nd day of June, 1925, recorded among said records in Liber W.J.S.No.92, folio 6 etc, except so much thereof as was conveyed by the said General L. Wright and wife to George Norman Pusey by deed dated the 3rd day of May, 1926, recorded among said records in Liber W.J.S.No.93, folio 139 etc, and except also so much thereof as was conveyed by the said General L. Wright and wife to Mary E. Pusey by deed dated 18th day of January, 1928, recorded among said records in Liber G.W.L. No.96, folio 158 etc, and sold the same to the said Bank of Somerset, a body corporate, it being then and there the highest bidder therefor at and for the sum of eight hundred and sixty-two dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the said assignee.

The property sold by the said assignee is improved by a two story dwelling house, barn and other outbuildings.

And the assignee makes the following distribution of the fund arising from said sale:

| | | | |
|---|---|---|---|
| Whole amount of sale..... | | | $862.00 |
| Mortgage dated 9th February, 1928..... | | $400.00 | |
| Interest from 9th August, 1930, to day of sale,.... | | 7.06 | |
| Mortgage dated 12th February, 1929,..... | | 295.00 | |
| Interest from 12th August, 1930, to day of sale,... | | 5.15 | |
| Solicitor's fee,..... | $10.00 | | |
| Clerk's fees,..... | 15.50 | | |
| Advertising sale and order nisi,..... | 24.00 | | |
| Printing slips of sale,..... | 1.00 | | |
| Auctioneer,..... | 3.00 | | |
| State and County taxes for 1929,...1..... | 38.47 | | |
| Commissions to assignee,..... | 62.82 | $154.79 | |
| | | $862.00 | $862.00 |

And the assignee prays a ratification of all his proceedings in the premises.

H. Fillmore Lankford,
Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of November, nineteen hundred and thirty, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the assignee mentioned in the foregoing report, 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.

Geo. W. Lawson,
Clerk of Circuit Court for Somerset County.

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

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|---|---|
| | ) No.4291 Chancery, |
| | ) In the Circuit Court |
| H. Fillmore Lankford, | ) For Somerset County, |
| Ex parte. | ) Maryland, in Equity. |
| | ) Trust created by two mortgages |
| | ) from General Lee Wright and Katie |
| | E. Wright, his wife, to the Bank |

of Somerset, a body corporate, assigned to the said H. Fillmore Lankford for the purpose of foreclosure.

Ordered by the Circuit Court for Somerset County, in Equity, this 28th day of November, nineteen hundred and thirty, that the report of H. Fillmore Lankford, the assignee 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 27th day of December, 1930; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 24th day of December, 1930.

The report states the amount of sale to eight hundred and sixty-two dollars.

Robt. F. Duer,
Judge of said Court.

And now at this day to wit, on the 30th day of December, in the year nineteen hundred and thirty, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

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|---|---|
| H. Fillmore Lankford, | ) No.4291 Chancery, |
| Ex parte. | ) In the Circuit Court |
| | ) For Somerset County, Maryland, |
| | ) Trust created by two mortgages |
| | ) from General Lee Wright and |
| | wife to the Bank of Somerset |

assigned to said H. Fillmore Lankford, for the purpose of foreclosure.

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 30th day of December, nineteen hundred and thirty, 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, and the distribution of the proceeds of said sale made by him in said report, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer,
Judge of said Court.

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. Millard Lawes ,Clerk.

| | |
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| In the Matter of the Tax Sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Isaac J. Wallace for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County for said years.<br><br>Lennie G. Webster, Purchaser, Ex parte.<br><br>No. 4218 Chancery , | Be it remember that heretofore, to wit on the 28th day of January in the year nineteen hundred and thirty, a certain Harry T.Phoebus Collector of State and |

County Taxes for the Deals Island District, of Somerset County for the years 1927 and 1928 by Myers & Myers their 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 following, to wit:

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| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Isaac J. Wallace for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County for said years.<br><br>Lennie G. Webster, Purchaser, Ex parte. | No.4218 Chancery<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

To the Honorable, the Judge of said Court:

The report of Harry T. Phoebus, Treasurer of Somerset County and Collector of State and County taxes for said County, respectfully represents:

That on the thirtieth day of June, in the year nineteen hundred and twenty-seven, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said county, and that sixty days after said levy, I, the said Harry T. Phoebus, in pursuance of my duties 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 said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment 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 said levy the said County Commissioners did levy upon the property assessed to Isaac J. Wallace in Deals Island Election District, County and State aforesaid, the sum of six dollars and twenty-two cents County taxes, and the sum of eighty-six cents State Taxes, and that said taxes were over due and in arrears on the first day of January, nineteen hundred and twenty-eight.

That in the month of August, nineteen hundred and twenty-seven, I, the said Harry T. Phoebus, Treasurer and Collector aforesaid for said year, 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, in the "Marylander and Herald" published in Princess Anne, Maryland and in the "Crisfield Times," published in Crisfield in said County, and I, the said Harry T. Phoebus, County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or Post Office address was known as 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 interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law.

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That on the twenty-ninth day of June, in the year nineteen hundred and twenty-eight, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said County, and that sixty days after said levy, I, the said Harry T. Phoebus, in pursuance of my duties 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 said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment 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 said levy the said County Commissioners did levy upon the property assessed to Isaac J. Wallace in Deals Island Election District, County and State aforesaid, the sum of four dollars and eighty-eight cents County taxes, and the sum of Sixty-four cents State taxes, and that said taxes were over due and in arrears on the first day of January, nineteen hundred and twenty-nine.

That in the month of August, nineteen hundred and twenty-eight, I, the said Harry T. Phoebus, Treasurer and Collector aforesaid for said year, 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, in the "Marylander and Herald," published in Princess Anne, and in the "Eastern Shore Republican," published in Princess Anne in said County, and I, the said Harry T. Phoebus, County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or Post Office address was known as 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 interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January, next succeeding said notice, with interest thereon, said taxes would be collected by process of law.

That said State and County Taxes for the said years 1927 and 1928 being still due and in arrear, constituted a lien upon the real estate of the said Isaac J. Wallace in said Deals Island Election District in said Somerset County, and I, the said Harry T.Phoebus, Treasurer and Collector aforesaid for said years, having found it necessary to enforce the payment of said taxes for said years 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 "Eastern Shore Republican" a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne in said County, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Harry T. Phoebus, County Treasurer and Collector aforesaid, in pursuance of said notice and advertisement, did, on Thursday the second day of January, nineteen hundred and thirty, 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 Isaac J. Wallace in said Deals Island District, for said years, described as follows:

"All that lot of land in Deals Island District, said Somerset County, with the improvements thereon, on the County Road adjoining the lands of the M.E. Church, whereon Isaac J. Wallace resided in his lifetime."

And sold the same to Lennie G. Webster of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of twenty-four dollars and seventy-four cents 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 Harry T. Phoebus, County Treasurer and Collector aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Harry T. Phoebus,
County Treasurer and Collector of State
and County taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of January, nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry T. Phoebus, County Treasurer and Collector of State and County taxes for Somerset County, Maryland, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal.

Seal
of
Notary.

Gertrude Holland,

Notary Public.

TREASURER'S SALE
For 1928 Taxes.

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 Thursday, January 2nd, 1930, 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 said land for the years mentioned therein, 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.37. All that lot in Deals Island District, said County and State, and improvements, on the County Road adjoining the lands of the M. E. Church, and assessed to Isaac J.Wallace for 1927 and 1928.

Harry T. Phoebus,
County Treasurer for Somerset County.

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

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|---|---|
| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Isaac J.Wallace for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County for said years. | No.4218 Chancery, In the Circuit Court For Somerset County, Maryland. |
| Lennie G. Webster, Purchaser, Ex parte. | |

The annexed and aforegoing report of the proceedings of Harry T. Phoebus, Treasurer of Somerset County and Collector of State and County taxes for the years 1927 and 1928, relating to the sale on January second, nineteen hundred and thirty, of said land in Deals Island Election District, on the County road adjoining the lands of the M.E. Church whereon Isaac J. Wallace resided in his lifetime, and assessed to the said Isaac J. Wallace for State and County taxes for said years 1927 and 1928, made to Lennie G. Webster of said Somerset County, at and for the sum of twenty-four dollars and seventy-four cents, now fully paid, having been

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presented to the Court and examined, and appearing to be regular, and it appearing that the provisions of law in relation thereto having been complied with, it is thereupon this 28th day of January, nineteen hundred and thirty by the Circuit Court for Somerset County in Equity, ordered, that notice be given in the Somerset News, a newspaper published in said Somerset County, once in each of three successive weeks before the eighth day of March, nineteen hundred and thirty, warning all persons interested in said property to be and appear in this Court in person or by solicitor, on or before the twenty-sixth day of April, nineteen hundred and thirty, to show cause, if any they have, why said sale shall not be ratified and confirmed.

The report states the amount of sale to be twenty-four dollars and seventy-four cents ($24.74).

Robt. F. Duer, Judge.

And now at this day to wit, on the 3rd day of January, in the year nineteen hundred and thirty one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | | |
|---|---|---|
| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Isaac J. Wallace for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County for said years. | ) | No.4218 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County, |
| Lennie G. Webster, Purchaser, ex parte. | ) | Maryland. |
| | ) | |

In the above entitled cause it appearing that notice has been given by publication of the order nisi heretofore passed in this cause, in the "Somerset News," a weekly newspaper published in said Somerset County, according to the terms of said order nisi, and no objection having been made to the said sale and no cause to the contrary having been shown, it is hereby ordered this 3rd day of January, nineteen hundred and thirty-one, 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.

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. Millard Lawes ,Clerk.

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Emma A. Morris
Vs.
Sarah E. Ward and others.

No.3933 Chancery.

Be it remembered that heretofore, to wit, on the 10th day of March, in the year nineteen hundred and twenty-seven, a certain Emma A. Morris by H. Fillmore Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Sarah E. Ward, Ruth Reamy and Cornelius Reamy, her husband, Susan E. Lewis, Grover Ward and Nettie Ward, his wife, which said bill of complaint is in the words following, to wit:

In the Circuit Court for Somerset County, in Equity:

Emma A. Morris, Assignee of John A. Bradshaw.

Vs.

Sarah E. Ward, Ruth Reamy and Cornelius Reamy, her husband, Susan E. Lewis, Grover Ward and Nettie Ward, his wife.

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

The Plaintiff, Emma A. Morris, assignee of John A. Bradshaw, who sues as well for herself as for all other creditors of John S. Ward, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

1st. That the said John S. Ward died on or about the 6th day of July, 1926, and that at the time of the death of the said John S. Ward, John A. Bradshaw was an undertaker and as such furnished a casket and burial case for the burial of the said deceased, and conducted the funeral of the said deceased, and that the account of the said John A. Bradshaw for the said casket and burial case and conducting the funeral of the said deceased amounted to eighty-five dollars, and that the said John A. Bradshaw assigned said account to the plaintiff, who paid to him the amount thereof, as will appear by an itemized statement or account of the said John A. Bradshaw with the assignment from the said John A. Bradshaw to the plaintiff endorsed thereon, herewith filed and marked Exhibit A., and prayed to be taken as a part of this bill of complaint, and that the plaintiff is advised and charges that said claim being for funeral expenses and not exceeding three hundred dollars is to be considered under the laws of the State of Maryland as a debt of the deceased.

2nd. That the said John S. Ward was at the time of his death also indebted unto divers other persons in various sums of money, and left no personal estate of any value, and that no administration has been granted upon upon his personal estate, and that said personal estate is insufficient to pay the debts due and owing by the deceased at the time of his death and the costs of administration, but that the said John S. Ward left real estate of considerable value in Lawsons Election District, in Somerset County, Maryland, with the improvements thereon, being all the land which was conveyed to the said John S. Ward by Cornelia J. Lankford by deed dated the 10th August 1898, recorded among the land records of said county in Liber O.T.B.No.24, folio 54 etc, except so much thereof as was conveyed by the said John S. Ward to James Morris and Emma A. Morris by deed dated the 1st November, 1922, recorded among said records in Liber W.J.S.No.86, folio 410 etc, and being a part of "Flat Iron Thicket."

3rd. That the said John S. Ward died intestate, and left surviving him as his only heirs at law, his widow, Sarah E. Ward, and the following named children, Ruth Reamy, who intermarried with Cornelius Reamy, Susan E. Lewis and Grover Ward, who intermarried with Nettie Ward.

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4th. That the said Ruth Reamy and Cornelius Reamy, her husband, and Susan E. Lewis reside in Somerset County, Maryland, and the said Sarah E. Ward, widow, is now in the Eastern Shore State Hospital, at Cambridge in Dorchester County, in the State of Maryland, and was sent thereby the County Commissioners of Somerset County, upon the certificates of two physicians that she was insane, and that the said Grover Ward and Nettie Ward, his wife, are non-residents of the State of Maryland, and reside in the State of Virginia.

To the end, therefore,

First: That said real estate or so much thereof as may be necessary may be sold for the payment of the claims of the plaintiff and other creditors of the said John S. Ward.

Second: 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 Sarah E. Ward, residing in Dorchester County, Maryland, and the writ of subpoena directed to the said Ruth Reamy and Cornelius Reamy, her husband, and Susan E. Lewis, who reside 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 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 Grover Ward and Nettie Ward, his wife, non-residents of the State of Maryland, of the object and substance 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 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.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

Estate of John Smith Ward,

To John A. Bradshaw, Dr.

1926

July 16. To funeral expenses in full for John Smith Ward, including dark gray casket, burial case and services of undertaker. $85.00

For value received, I hereby assign, set over and transfer the above account for funeral expenses of John Smith Ward to Emma A. Morris, the amount thereof having been paid to me by the said Emma A. Morris,

Witness my hand and seal this 16th day of July, 1926.

Witness: John A. Bradshaw (SEAL)

Clarence P. Lankford.

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

Maryland, Somerset County, to wit:

The State of Maryland, to Sarah E. Ward 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 April next to answer the complaint of Emma A. Morris Assignee of John A. Bradshaw against you and others in the said Court exhibited.

Seal of Court.

Hereof fail not at your peril.

Witness the Honorable, John R. Pattison, Chief Judge of the First Judical Circuit of Maryland, the 7th day of March, Anno Domini 1927.

Issued the 11th day of March, Anno Domini 1927.

Per Order, Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, to Ruth Reamy and Cornelius Reamy, her husband, Susan E. Lewis 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 Emma A. Morris, Assignee of John A. Bradshaw against you and others, in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable, John R. Pattison, Chief Judge of the First Judical Circuit of Maryland, the 7th day of March, Anno Domini 1927.

Issued the 11th day of March, Anno Domini 1927.

Per order, Geo. W. Lawson, Clerk.

At which said first Monday in April, in the year 1931, 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 Dorchester, County, Ira Y.Wheatley, 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 the within named defendant, Sarah E. Ward and a copy of the subpoena left with her, and a copy of the subpoena also left with Dr. Chas. J.Carey, Superintendent of Eastern Shore State Hospital.

Ira Y. Wheatley,
Sheriff of Dorchester County, Md.,

To the second of said writs:

Summoned severally and copy of subpoena left with each defendant,

A. L. Murrell,
Sheriff.

And thereupon, in pursuance of the prayer of the aforegoing bill, and by order of Court here, the following order of publication was filed.

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| Emma A. Morris, Assignee of John A. Bradshaw. | ) | No.3933 Chancery |
| Vs. | ) | In the Circuit Court |
| Sarah E. Ward, Ruth Reamy and Cornelius Reamy, her husband, Susan E. Lewis, Grover Ward and Nettie Ward, his wife. | ) | For Somerset County, Maryland. |
| | ) | |

The object of this suit is to procure a decree for the sale of real estate in Lawsons Election District, Somerset County, Maryland, of which John S. Ward died seized, for the purpose of paying the debts of the said Ward.

The bill states that the said John S. Ward died on or about the 6th day of July,1926, and that at the time of his death, John A. Bradshaw was an undertaker and as such furnished a casket and burial case for the burial of the said Ward and also conducted the funeral of the said Ward, and that the account of the said Bradshaw for said casket and burial case and conducting said funeral was eighty-five dollars; that the said Bradshaw assigned said account to the plaintiff, that the plaintiff is advised that as said claim is for funeral expenses and is less than three hundred dollars, it is to be considered under the laws of Maryland as a debt of said Ward, that at the time of his death the said Ward was also indebted to other persons in various sums of money; that the said Ward left no personal estate of any value, and no administration has been granted upon his estate, and that such personal estate is insufficent to pay the debts due and owing by the said Ward and the costs of administration, that the said Ward left real estate of considerable value with the improvements thereon in Lawsons Election District, in Somerset County, Maryland, being the real estate which was conveyed to him by Cornelia J. Lankford by deed dated the 10th August, 1898, except so much thereof as was conveyed by said Ward to James Morris and Emma A. Morris by deed dated the 1st November

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1922, that the said Ward died intestate, leaving surviving him as his only heirs at law, his widow, Sarah E. Ward, and the following named children, Ruth Reamy, who married Cornelius Reamy, Susan E. Lewis, and Grover Ward, who married Nettie Ward, that the said Sarah E. Ward is in the Eastern Shore State Hospital, in Dorchester County, Maryland, and that the said Ruth Reamy and Cornelius Reamy, her husband, and Susan E. Lewis reside in Somerset County, Maryland, and that the said Grover Ward and Nettie Ward are non-residents of the State of Maryland, and reside in the State of Virginia.

It is thereupon this 10th day of March, nineteen hundred and twenty-seven, ordered by the Clerk of the Circuit Court for Somerset County, Maryland, 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 17th day of April, 1927, give notice to the said Grover Ward and Nettie Ward, his wife, non-residents of the State of Maryland, of the object and substance of the bill of complaint, warning them and each of them to be and appear in this Court in person or by solicitor, on or before the 6th day of May, 1927, to show cause, if any they have why a decree ought not to be passed as prayed.

Geo. W. Lawson,
Clerk of the Circuit Court for Somerset County.

And thereafter to wit, on the 14th day of June, in the year nineteen hundred and twenty-seven the following Petition of Plaintiff, Order of Court appointing Guardian ad litem for Sarah E. Ward, non-compos mentis defendant, and answer of defendant by guardian ad litem was filed:

| | | |
|---|---|---|
| Emma A. Morris, assignee of John A. Bradshaw. | ) | No.3933 Chancery, |
| Vs. | ) | In the Circuit Court |
| Sarah E. Ward 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 represents:

That Sarah E. Ward, an adult defendant in the above cause is now in the Eastern Shore State Hospital, at Cambridge, Maryland, to which institution was committed by the County Commissioners of Somerset County upon the certificates of two physicians that she is insane, that subpoena was issued in this cause for the said Sarah E. Ward and has been returned by Ira Y. Wheatley, Sheriff of Dorchester County, endorsed in these words: "Summoned the within named defendant, Sarah E. Ward and a copy of the subpoena left with her, and a copy of the subpoena also left with Dr. Chas. J. Carey, Superintendent of Eastern Shore Hospital," that the said defendant has been duly summoned, and is non compos mentis.

The plaintiff therefore prays that a guardian ad litem may be appointed to appear and answer for said non compos mentis.

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 14th day of June, nineteen hundred and twenty-seven, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Sarah E. Ward, non compos mentis defendant in the above cause.

Robt. F. Duer, Judge.

The answer of Sarah E. Ward, adult non compos mentis defendant in the above cause, by James R. Stewart, guardian ad litem appointed by this Court, to the bill of complaint of Emma A. Morris against her and others exhibited.

This defendant for answer to the bill of complaint by her said guardian, answers and says that she is ignorant of the matters charged in the said bill and cannot admit any of the

allegations of said bill, but submits her rights to the protection of this Court.

James R. Stewart,
Guardian ad litem.

And thereafter to wit, on the 14th day of June, in the year nineteen hundred and twenty-seven the following Petition of Plaintiff, Decree pro confesso and order to take testimony was filed.

| | | |
|---|---|---|
| Emma A. Morris, assignee of John A. Bradshaw. | ) | No.3933 Chancery, |
| Vs. | ) | In the Circuit Court |
| Ruth Reamy, Sarah E. Ward 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 Ruth Reamy and Cornelius Reamy, her husband, and Susan E. Lewis, who are resident adult defendants in the above cause were duly summoned to the First Monday in April 1927, and have not appeared or answered the bill of complaint in this cause, and that the order of publication heretofore passed in this cause giving notice to Grover Ward and Nettie Ward, his wife, non-resident adult defendants in this cause, to appear in this cause on or before the 6th day of May, 1927, has been published according to its provisions and that said non-resident defendants have not appeared in this court to show cause why a decree ought not to be passed as prayed in the bill of complaint, and and that Sarah E. Ward, adult defendant, who is non compos mentis, has been duly summoned and 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 that the bill of complaint may be taken pro confesso against the said Ruth Reamy, Cornelius Reamy, Susan E. Lewis, Grover Ward and Nettie Ward, and that the plaintiff may have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc. ,

H. Fillmore Lankford,
Solicitor for the Plaintiff.

Upon the foregoing petition, it appearing that Ruth Reamy and Cornelius Reamy, her husband, and Susan E. Lewis, adult resident defendants in the above cause, have been duly summoned to appear to the bill of complaint on the First Monday in April 1927, and that the said defendants have not appeared or answered within the time limited by law and the rules of his Court, and it also appearing that the order of publication heretofore passed in this cause to give notice of the object and substance of the bill of complaint to Grover Ward and Nettie Ward, his wife, non-resident adult defendants has been published according to its provisions, and that the said non-resident defendants have not appeared in said cause within in the time limited for their appearance, and it also appearing that Sarah E. Ward, adult defendant, who is non compos mentis, has been duly summoned and has answered by James R. Stewart, guardian ad litem appointed by this Court, submitting her rights to the protection of this Court:

It is thereupon this 14th day of June, nineteen hundred and twenty-seven, 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 Ruth Reamy, Cornelius Reamy, Susan E. Lewis, Grover Ward and Nettie Ward, and 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 3rd day of July, in the year nineteen hundred and twenty-eight, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause

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has been delivered to take testimony under the foregoing order, made return thereof of certain testimony filed and by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Emma A. Morris | ) | No.3933 Chancery |
| Vs. | ) | In the Circuit Court |
| Sarah E. Ward, 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 the home of John A. Bradshaw, on July 20, 1927, I did take the following depositions that is to say:

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

Ans. My name is John A. Bradshaw, age 48 years, residence, Crisfield, Maryland, and my occupation that of an undertaker.

2nd. Int. Did you know John S. Ward? If yea, is he living or dead, and if dead did he die intestate.

Ans. I did know John S. Ward. He died intestate in July 1926.

3rd Int. State who furnished the casket and burial case for said John S. Ward and conducted his funeral.

Ans. I furnished the casket and burial case and conducted the funeral of the said John S. Ward.

4th Int. State what was the price or charge for the casket and burial case and conducting the funeral.

Ans. The total charge was eighty-five dollars, covering all expenses.

5th. Int. State whether the charge which you made was a reasonable one,

Ans. My bill was the usual charge for what was furnished and done, and I regard it as very reasonable.

6th Int. State whether you have ever been paid for the casket and burial case furnished by you for John S. Ward and for conducting his funeral.

Ans. My bill was paid by Mrs. Emma A. Morris, the plaintiff in this suit and I assigned the account to her.

7th Int. Look at the paper marked "Exhibit A" and state what you know about it. (Exhibit A here shown to witness).

Ans. Exhibit A is my account for services rendered and casket and burial case furnished for John S. Ward's burial, with an assignment to Mrs. Morris from me thereon endorsed. The Assignment is in my handwriting, and I was paid by Mrs. Morris.

8th Int. Court's question.

Ans. I know nothing further.

Test: John A. Bradshaw

Harry C. Dashiell, Exm.

The taking of testimony in this cause was continued at the law office of H. Fillmore Lankford, Esq., at Princess Anne, Maryland, on Monday, July 2, 1928, as follows:

Paul L. Gunby, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. My name is Paul L. Gunby, age 45 years, residence, Lawsons District, Somerset County, Maryland, occupation, farmer.

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.

Ans. I know the plaintiff and the defendants, Ruth Reamy and Cornelius Reamy, her husband, Susan Lewis and Grover Ward and Nettie Ward, his wife, I knew the defendant Sarah E. Ward, who was living at the time this suit was brought, but who is now dead. I have known all the parties to this suit for many years. Emma A. Morris, the plaintiff and Ruth Reamy and Cornelius Reamy, her husband, and Susan E.Lewis reside in Somerset County, Maryland, The defendants Grover Ward and Nettie Ward, his wife, are non-residents of the State of Maryland, and reside in the State of Virginia. All the living parties to this suit are of the full age of twenty-one years, and Sarah E. Ward was of full age when this suit was brought. At the time of the bringing of this suit the said Sarah E. Ward was of unsound mind and was confined in the Eastern Shore State Hospital at Cambridge, to which institution she was committed by the County Commissioners of Somerset County upon the certificates of Dr. George C. Coulbourn and Dr. Ira B. Allen, by the name of Mary E. Ward. There was a mistake in the name, and the Sarah E. Ward who was a defendant in this case, and is now dead, is the same person who was committed under the name of Mary E. Ward upon the certificates of said physicians. She died while confined in said Hospital on or about the 11th day of May, 1928.

3rd.Int.Did you know John S. Ward? If yea, is he living or dead, and if dead, when did he die and did he or not die intestate?

Ans. I did know John S. Ward. He is dead and died intestate in July 1926.

4th.Int.State who were the heirs at law of the said John S. Ward. The heirs at law of the said John S. Ward were his widow, the said Sarah E. Ward and his children, Ruth Reamy, who intermarried with Cornelius Reamy, Susan Lewis and Grover Ward, who intermarried with Nettie Ward. There were no other heirs.

5th.Int.State whether the said John S. Ward left any personal estate, and whether any administration has been granted upon his personal estate.

Ans. The personal estate of John S. Ward was very small and so small that no administration was granted or asked for upon his personal estate. Such personal estate was insufficient to pay his debts,burial expenses and costs of administration.

6th.Int.State whether the said John S. Ward owned any real estate at the time of his death. If yea, describe it and state its value.

Ans. At the time of his death John S. Ward owned a lot of land in Lawsons District, Somerset County, Maryland, improved by a dwelling house and being all the property which was conveyed to him by Cornelia J. Lankford by deed dated on or about the 10th day of August, 1898, recorded among the land records of said county in Liber O.T.B.No.24, folio 54, except so much thereof was was conveyed by him to James Morris and Emma A. Morris by deed dated the 1st day of November 1922, recorded among said records in Liber W.J.S.No.86, folio 410, being a part of Flat Iron Thicket, together with the right of drainage and the right to pass and repass mentioned in the said deed to John S. Ward. This lot of land contains about 1/2 acre, and the property is worth in my opinion from $150.00 to $200.00.

7th Int. State who furnished the casket and burial case for said John S. Ward and conducted his funeral?

Ans. John A. Bradshaw, an undertaker residing in Crisfield, Md., furnished the case and casket and conducted the funeral of the said John S. Ward.

8th.Int. Look at the paper marked "Exhibit A" and state your opinion as to the reasonableness of the charges contained in said paper (Exhibit A here shown witness)

Ans. I think the charges made by Mr. Bradshaw in said paper are very reasonable and

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moderate, and that what be furnished and did was fully worth the amount he has charged.

9th Int. You have stated that Sarah E. Ward, one of the defendants in this suit died since the bringing of the suit. Please state whether she died intestate, and who were her heirs at law.

Ans. The only heirs at law of the said Sarah E. Ward were her children, Ruth Reamy, Susan Lewis and Grover Ward, all of whom are parties to this suit. She died intestate.

10th Int. Court's question.

Ans. I know nothing further.

Witness: Harry C. Dashiell, Exm. Paul L. Gunby

There being no further witnesses produced to me to be examined, I herewith at the request of the 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 2nd, day of July, 1928.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell, | Examiner | $4.00 |
| John A. Bradshaw, | Witness | .75 |
| Paul L. Gunby | " & mileage | 1.75 |
| | | $6.50 |

And thereafter, to wit, on the 17th day ofJuly, in the year nineteen hundred and twenty-eight, the Circuit Court here passed the following decree in the premises, to wit:

| | |
|---|---|
| Emma A. Morris<br>Vs.<br>Grover Ward, Ruth Reamy and others. | In Equity, in the Circuit Court for Somerset County, No.3933 Chancery. |

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

It is thereupon this 17th day of July, in the year nineteen hundred and twenty-eight 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 proceeding 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 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 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 six months equal annual installments, 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 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 said sale or sales, the said trustee directed to give notice to the creditors of the said John S. Ward 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.

Robt. F. Duer, Judge.

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 B. Phoebus of Somerset County, and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of July, nineteen hundred and twenty-eight.

Whereas the above bounden H. Fillmore Lankford by virtue of a decree of the Cirduit Court for Somerset County, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Emma A. Morris against Ruth Reamy, Grover Ward and others, being No.3933 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 H.Fillmore Lankford do and shall well and faithfully perform the trust reposed in him in and 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: H. Fillmore Lankford (SEAL)

Bernard C. Dryden H. B. Phoebus (SEAL)

Which said Bond was thus thereon endorsed, to wit:

The within bond is hereby approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on August 24th, 1928, 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:

| | | |
|---|---|---|
| Emma A. Morris | ) | |
| Vs. | ) | No.3933 Chancery |
| Ruth Reamy and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |

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

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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 "Crisfield Times," 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, Somerset County, Maryland, on Tuesday the 21st day of August, 1928, 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 offered all that lot of land in Lawsons District, Somerset County, Maryland, containing one-half acre, more or less, and being all the land which was conveyed to John S. Ward (now deceased) by Cornelia J.Lankford by deed dated the 10th day of August, 1898, recorded among the land records of said County in Liber O.T.B.No.24, folio 54 etc, except so much thereof as was conveyed by the said John S. Ward to James Morris and Emma Morris by deed dated the 1st day of November, 1922, recorded among said records in Liber W.J.S.No.86, folio 410 etc, and being a part of "Flat Iron Thicket" together with the right of drainage and the right to pass and repass mentioned in said deed to the said John S. Ward, improved by a dwelling house where the said John S. Ward resided in his lifetime, and sold the same to Rhoda C. Reamy and E. Ruth Reamy, his wife, of said county, as tenants by the entireties, they being the highest bidders therefor at and for the sum of one hundred and thirty dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the trustee.

As the claim of the plaintiff upon which the bill was filed is a bill for funeral expenses, and a preferred claim by law, and there being no claim having preference over said claim, the trustee makes the following distribution of the proceeds of said sale:

| | | |
|---|---|---|
| Whole amount of Sales | | $130.00 |
| Clerk's fees, $13.65, Solicitor $10.00 | $23.65 | |
| Sheriff's fees,$3.00 Auctioneer's fee $2.00 | 5.00 | |
| Cost of testimony, | 6.50 | |
| Cost of order of publication, | 28.75 | |
| Advertising sale and order nisi, | 24.00 | |
| State and county taxes for 1926, | 5.27 | |
| State and county taxes for 1927, | 5.73 | |
| One-half the usual commissions, | 12.50 | 111.40 |
| | | $18.60 |

The trustee further reports that at the time of advertising said sale he have notice to the creditors of the said John S. Ward to file their claims with the vouchers thereof in the office of the Clerk of this Court within one month from the day of sale.

And the said trustee 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 22nd day of August, nineteen hundred and twenty-eight, 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 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.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| Emma A. Morris | ) | No.3933 Chancery |
| Vs. | ) | In the Circuit Court |
| Ruth Reamy, Grover Ward and others. | ) | For Somerset County. |
| | ) | |

Ordered by the Circuit Court for Somerset County in Equity, this 24th day of August, nineteen hundred and twenty-eight, that the report of H. Fillmore Lankford, the trustee 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 21st day of September, 1928, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 17th day of September, 1928.

The report states the amount of sales to be $130.00.

Robt. F. Duer, Judge.

And now at this day, to wit: on the 27th day of September, in the year nineteen hundred and twenty-eight, 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:

| | | |
|---|---|---|
| Emma A. Morris | ) | No.3933 Chancery |
| Vs. | ) | In the Circuit Court |
| Ruth Reamy, Grover Ward 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 27th day of September, nineteen hundred and twenty-eight, 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 and the distribution of the proceeds of said sale made by him in said report, 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 af record according to law, and the same is accordingly done.

Per: J. Millard Lawes, 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 January being the 5th day of the same month, in the year of our Lord one thousand nine hundred and thirty-one.

Were Present, Hon. John R. Pattison, Chief Judge.
Hon, Joseph L. Bailey, Asso.Judge.
Hon. Robert F. Duer, Asso. Judge.
Luther Daugherty, Esq.,Sheriff. J. Millard Tawes, Clerk.

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

.....

.....

| | | |
|---|---|---|
| Nancy J. Lawson and others<br>Vs.<br>Christopher Sterling and others. | ) | Be it remembered that heretofore, to wit, on the 24th day of March, in the year nineteen hundred and thirty, a certain Nancy J. Lawson and Charles W. Lawson, her husband and Angie Sterling by Clarence P. Lankford,his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Christopher Sterling, Harold Sterling, Edith J. Maddrix and Chas. |

T. Maddrix her husband, John S. Holland and Alvaline Holland, his wife, Fred N. Holland, Jr., and Mary Anne Holland, which said bill of complaint is in the words following, to wit:

| | | |
|---|---|---|
| Nancy J. Lawson and Charles W. Lawson, her husband and Angie Sterling.<br>Vs.<br>Christopher Sterling, Harold Sterling, Edith J. Maddrix and Charles T.Maddrix,her husband, John S. Holland and Alvaline Holland, his wife, Fred N. Holland,Jr., and Mary Anne Holland. | )<br>)<br>)<br>)<br>)<br>)<br>)<br>) | No.4232 Chancery<br>In the Circuit Court<br>For Somerset County. |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The Bill of Complaint of Nancy J. Lawson, and Charles W. Lawson, her husband, and Angie Sterling of Somerset County, in the State of Maryland, respectfully represents:

First: That a certain George N. Sterling and a certain Isaac Sterling, both late of Somerset County, in the State of Maryland, deceased, were in their lifetimes seized and possessed, as tenants in common, of certain real estate in Asbury District, Somerset County, in the State of Maryland, consisting of two parcels of land, one of said parcels of land containing three acres, more or less, on the County Road leading from James H. Cullen's store to Apes Hole Creek, adjoining the lands of William Lawson, Mary Sterling, Robert L. Sterling, John Tyler and William Maddox, being the same place where the said George N. Sterling and Isaac Sterling resided, and the other containing one acre, more or less, of woodland, adjoining the lands of Augustus Sterling, Charles H. Sterling, Robert L. Sterling and the land of the heirs of Elijah D. Sterling, deceased.

Second. That being so thereof seized and possessed, the said George N. Sterling departed this life, on the sixth day of January, nineteen hundred and twenty-nine, leaving a last will and testament fully executed to pass real estate in this State, which said last will and

testament has been duly admitted to probate in the Orphans Court for said Somerset County, and recorded among the Testamentary Records of said Somerset County in Liber F.E.D.No.33, folio 48 etc, by which said last will and testament the said George N. Sterling devised as follows," I give, devise and bequeath all my property and estate of every kind and description real, personal and mixed, and wheresoever situated unto my brother, Isaac Sterling for and during the period of his natural life only, and from and after the death of the said Isaac Sterling I give, devise and bequeath the same unto my niece, Angie Sterling, my sister, Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike"

Third. That being so thereof seized and possessed, the said Isaac Sterling departed this life on the sixth day of June, nineteen hundred and twenty-nine leaving a last will and testament duly executed to pass real estate in this State, which said last will and testament 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 F.E.D.No.33, folio 87 etc, by which said last will and testament the said Isaac Sterling devised as follows, "I give, devise and bequeath all my property and estate of every kind and description, real, personal and mixed, and wheresoever situated unto my brother, George N. Sterling, for and during the period of his natural life only and from and after the death of the said George N. Sterling, I give, devise and bequeath the same unto my niece, Angie Sterling, my Sister Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike."

Fourth. That the said Angeline Sterling departed this life, in the month July, nineteen hundred and twenty-eight, before the death of the said George N. Sterling and before the death of the said Isaac Sterling, leaving as her only heirs at law, Christopher Sterling, a son, Harold Sterling, a son, Edith J. Maddrix, a daugheter (who married Charles T. Maddrix), and John S. Holland (who married Alvaline Holland) Fred N. Holland, Jr., and Mary Anne Holland, only children of Ethel G. Holland, a daughter of the said Angeline Sterling, who married a certain Fred N. Holland, and who departed this life before the death of the said Angeline Sterling.

Fifth. That your orators are all above the age of twenty-one years, and reside in said Somerset County, and that the defendants are all above the age twenty-one years, except the said Fred N. Holland, Jr., and Mary Anne Holland, who are infants under the age of twenty-one years, and all reside in said Somerset County, in the State of Maryland.

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 is necessary that said real estate be sold and the proceeds 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 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 Christopher Sterling, Harold Sterling, Edith J. Maddrix and Charles T. Maddrix, her husband, John S. Holland and Alvaline Holland, his wife, Fred N. Holland, Jr., (infant) and Mary Anne Holland, (infant) of Somerset County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain

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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:

Seal of Court.

The State of Maryland, To Christopher Sterling, Harold Sterling, Edith J. Maddrix, Charles T. Maddrix, John S. Holland, Aveline Holland of Somerset County, Greeting:

Your 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 Nancy Lawson, Chas. W. Lawson, Angie 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 3rd day of March, Anno Domini 1930.

Issued the 24th day of March, Anno Domini 1930.

Per order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of State.

The State of Maryland, To Fred N. Holland, Jr., Mary Anne Holland, 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 Nancy Lawson, Charles W. Lawson, Angie 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 3rd day of March, Anno Domini 1930.

Issued the 24th day of March Anno Domini 1930.

Per Order,
Geo. W. Lawson, Clerk.

At which said first Monday in April in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, 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.

A. L. Murrell, Sheriff.

To the second of said writs:

Summoned severally and copy of subpoena left with each infant defendant, also copy of subpoena left with F. N. Holland, father of said infant defendants.

A. L. Murrell, Sheriff.

And thereafter to wit, on the 11th day of September, in the year nineteen hundred and thirty, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

| | | |
|---|---|---|
| Nancy J. Lawson and others. | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher 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 in the above entitled cause respectfully represents:

That Fred N. Holland, Jr., and Mary Anne Holland, defendants in the above cause, have been duly summoned, but being infants, they can not answer and defend this suit for themselves, and have no guardian within the jurisdiction of this Court.

The complainants therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainants.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, this 11th day of September, nineteen hundred and thirty, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Fred N. Holland, Jr., and Mary Anne Holland, 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:

| | | |
|---|---|---|
| Nancy J. Lawson and others. | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling and others. | ) | For Somerset County. |

The answer of Fred N. Holland, Jr., and Mary Anne Holland, infant defendants 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 Nancy J. Lawson and others 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 to wit, on September 11th, 1930, a Petition, decree pro-confesso and order to take testimony was filed.

| | | |
|---|---|---|
| Nancy J. Lawson and others. | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling and others. | ) | For Somerset County. |

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

The petition of the complainants respectfully represents:

That the adult defendants, Christopher Sterling, Harold Sterling, Edith J. Maddrix and Charles T. Maddrix, her husband, John S. Holland and Alvaline Holland, 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 defendants, Fred N. Holland, Jr, and Mary Anne Holland have been duly summoned to appear to said bill of complaint, and have answered said bill of complaint by guardian ad litem specially appointed by this Court.

The complainants therefore pray that the bill of complaint in this cause may be taken pro-confesso against the said Christopher Sterling, Harold Sterling, Edith J. Maddrix and Charles T. Maddrix, her husband, John S. Holland and Alvaline Holland, his wife, non-appearing adult defendants, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

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And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainants.

| | | |
|---|---|---|
| Nancy J. Lawson and others. | ) | |
| | ) | No. 4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling and others. | ) | For Somerset County. |

It appearing in the above entitled cause, that the adult defendants, Christopher Sterling, Harold Sterling, Edith J. Maddrix and Charles T. Maddrix, her husband, John S.Holland and Alvaline Holland, 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 defendants, Fred N. Holland, Jr., and Mary Anne Holland, have been duly summoned to appear to said bill of complaint, and have answered said bill of complaint by guardian ad litem specially appointed by this Court.

It is thereupon this 11th day of September, nineteen hundred and thirty, on the foregoing petition, ordered, adjudged 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 Christopher Sterling, Harold Sterling, Edith J. Maddrix and Charles T. Maddrix, her husband, John S. Holland and Alvaline Holland, his wife, non-appearing and 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.

And afterwards, to wit, on the 22nd day of October, in the year nineteen hundred and thirty Edward P. Wyatt, 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:

| | | |
|---|---|---|
| Nancy J. Lawson and others. | ) | |
| | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling and others. | ) | For Somerset County. |
| | ) | |

In this cause, an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland, 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 22d day of October, 1926, in Somerset County, aforesaid, I, did take the following testimony to wit:

Charles E. Lawson, a witness of lawful age, produced on the part of the complainant, being by me first duly sworn, deposes, and says:

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

Ans. My name is Charles E. Lawson, my age is 49 years, my residence is Asbury District, Somerset County, Maryland, and my occupation, waterman.

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.

Int.3.Were you or not acquainted with George N. Sterling, and if so, is he living or dead, if dead when did he die? Did he or not leave a last will and testament?

Ans. I was acquainted with the said George N. Sterling. He is dead, having died on the sixth day of January, nineteen hundred and twenty-nine. He left a last will and testament, by which he devised as follows, "I, give, devise and bequeath all my property and estate of every kind and description, real, personal and mixed and

wheresoever situated, unto my brother, Isaac Sterling, for and during the period of his natural life only, and from and after the death of the said Isaac Sterling, I give, devise and bequeath the same unto my niece, Angie Sterling, my sister, Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike." The paper now shown me, marked Exhibit "A" is a certified copy of said last will and testament of the said George N. Sterling.

Int.4. Were you are not acquainted with the said Isaac Sterling, and 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 also acquainted with the said Isaac Sterling. He is dead, having died on the sixth day of June, nineteen hundred and twenty-nine, He left a last will and testament by which he devised as follows." I give, devise and bequeath all my property and estate, of every kind and description, real, personal and mixed, and wheresoever situated, unto my brother, George N. Sterling for and during the period of his natural life only, and from and after the death of the said George N. Sterling, I give, devise and bequeath the same unto my niece, Angie Sterling, my sister, Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike." The paper now shown me, marked Exhibit "B" is a certified copy of said last will and testament of the said Isaac Sterling.

Int.5. Please state whether or not the said George N. Sterling and the said Isaac Sterling were seized and possessed, as tenants in common, of any real estate in Somerset County, Maryland, and if so, where is the same located? Describe it and give your opinion of its value?

Ans. The said George N. Sterling and the said Isaac Sterling were seized and possessed as tenants in common, of real estate in Asbury District, Somerset County, Maryland, consisting of two lots or parcels of land, one lot, containing three acres of land more or less, being the place where the said George N. Sterling and the said Isaac Sterling formerly resided, located on the County Road leading from Bennetts Memorial M.P. Church to Apes Hole Landing, adjoining the lands of Henrietta R.MeMerrill, William Maddox, Robert L. Sterling and the heirs of John W. Tyler, Augustus Sterling and William Lawson, improved by an old dwelling house and the other lot containing one acre of woodland, more or less, adjoining the lands of Charles Sterling, Robert L. Sterling, Elijah D. Sterling and Augustus Sterling. I should think the two properties worth from $300.00 to $400.00/

Int.6. Please state whether or not the said Angeline Sterling, mentioned in the foregoing last wills and testament, is living or dead, and if dead, when did she die? Please state who are her heirs at law?

Ans. The said Angeline Sterling departed this life in the month of July, nineteen hundred and twenty-eight, before the death of the said George N. Sterling and before the death of the said Isaac Sterling, She left as her only heirs at law, the following, the defendant, Christopher Sterling, a son, the defendant, Harold Sterling, a son, the defendant, Edith J. Maddrix, a daughter, who married the defendant, Charles T. Maddrix, and the defendant, John S. Holland (who married the defendant, Alvaline Holland) the defendant Fred N. Holland, Jr., and the defendant Mary Anne Holland, only children of Ethel G. Holland, a daughter of the said Angeline Sterling, who married a certain Fred N. Holland and who departed this life before the death of the said Angeline Sterling, and all of whom are above the age of twenty-one years, except the said Fred N. Holland, Jr., and

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Mary Anne Holland, who are infants under the age of twenty-one years.

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? Give your reasons for your opinion?

Ans. The said real estate is not susceptible of partition among the parties entitled to interests therein without material loss and injury to them, and in order to make a division of said interests it will be necessary that said real estate be sold, and the proceeds of said sale divided among the parties entitled to interests therein according to their respective interests.

There are so many heirs, owning such different interests and the property is so situated that it is impossible to divide the property among them.

Court Question.

Ans. I know nothing further.

Witness: E. P. Wyatt. Charles E. Lawson,

Angie Sterling, 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 Angie Sterling, my age is 50 years, my residence is in Asbury District, Somerset County, Maryland, and my occupation, house-keeper.

Int.2. Are you acquainted with the parties to this suit? If so, where do they reside?

Ans. I am one of the complainants, and I am acquainted with the other complainants and with the defendants. They all reside in Somerset County, Maryland.

Int.3. Were you or not acquainted with George N. Sterling, and 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 the said George N. Sterling. He was my uncle. He is dead, having died on the sixth day of January, nineteen hundred and twenty-nine. He left a last will and testament, by which said last will and testament the said George N. Sterling devised as follows, "I give, devise and bequeath all my property and estate of every kind and description, real, personal and mixed and wheresoever situated, unto my brother, Isaac Sterling, for and during the period of his natural life only, and from and after the death of the said Isaac Sterling, I, give, devise and bequeath the same unto my niece, Angie Sterling, my sister, Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike." The paper marked Exhibit "A", now shown me, is a copy of the last will and testament of the said George N.Sterling.

Int.4. Were you or not acquainted with the said Isaac Sterling, and 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 well acquainted with the said Isaac Sterling. He was my uncle. He is dead, having died on the sixth day of June, nineteen hundred and twenty-nine. He left a will and testament and by said last will and testament the said Isaac Sterling devised and bequeathed his estate as follows, "I give, devise and bequeath all my property and estate of every kind and description real, personal and mixed, and wheresoever situated, unto my brother, George N. Sterling, for and during the period of his natural life only, and from and after the death of the said George N. Sterling, I, give, devise and bequeath the same unto my niece, Angie Sterling, and my sister, Angeline Sterling, and my sister Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike." The paper, marked Exhibit

"B" now shown me, is a copy of the last will and testament of the said Isaac Sterling.

Int.5. Please state whether or not the said George N. Sterling and the said Isaac Sterling were seized and possessed, as tenants in common, of any real estate in Somerset County, Maryland, and if so, where is the same located, and what in your opinion what is the value of said real estate?

Ans. The said George N. Sterling and the said Isaac Sterling owned together real estate in Asbury District, Somerset County, Maryland, The real estate consists of two lots or parcels of land, one lot, containing three acres, more or less, being the place where the said George N. Sterling and Isaac Sterling formerly resided, located on the County Road leading from Bennetts Memorial M.P. Church to Apes Hole Landing, adjoining the lands of Henrietta R. McMerrill, William Maddox, Robert L. Sterling, and the heirs of John W. Tyler, Augustus Sterling and William Lawson, and is improved by an old dwelling house, and the other lot is woodland, containing one acre, more or less, and adjoined the lands of Charles Sterling, Robert L. Sterling, Elijah D. Sterling and Augustus Sterling. I consider the two properties worth from $300.00 to $400.00.

Int.6. Please state whether or not the said Angeline Sterling mentioned in the foregoing last wills and testaments, is living or dead, and if dead, when did she die? Please state who are the heirs at law of the said Angeline Sterling and their ages?

Ans. The said Angeline Sterling departed this life in the month of July, nineteen hundred and twenty-eight, before the death of the said George N. Sterling and before the death of the said Isaac Sterling. She left as her only heirs at law the following Christopher Sterling, a son, Harold Sterling, a son, Edith J. Maddrix, a daughter, who married Charles T. Maddrix, and John S. Holland, (who married Alvaline Holland) Fred N. Holland, Jr., and Mary Anne Holland , only children of Ethel G. Holland, a daughter of the said Angeline Sterling, who married a certain Fred N. Holland, and who departed this life before the death of the said Angeline Sterling. All the parties to this suit are above the age of twenty-one years, except the said defendants, Fred N. Holland, Jr., and Mary Anne Holland, who are infants under the age of twenty-one years.

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? Give your reasons for your opinion?

Ans. In my opinion the said real estate is not susceptible of partition among the parties entitled to interests therein, without material loss and injury to them. In order to make a division of said interests it will be necessary that the said real estate be sold, and the proceeds of sale divided among the parties entitled to interests therein. There being so many heirs, owning such difference shares in the property, and the property being so situated, it is impossible to divide the property among them.

Court question.

Ans. I know nothing further material to this case.

Witness: Angie Sterling

E. P. Wyatt

There being no further witnesses present to be examined, and at the suggestion of the Solicitor for the Complainant, the papers are herewith returned to Court, and I further certify the annexed bill of costs is correct.

Bill of Costs:

Examiner $4.00

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Witness my hand and seal.

Edward P. Wyatt, (SEAL)
Examiner in Chancery.

Exhibit "A" referred to in the foregoing Testimony is in the words following to wit:

I, George N. Sterling 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, devise and bequeath all my property and estate, of every kind and description real, personal and mixed, and wheresoever situated, unto my brother, Isaac Sterling, for and during the period of his natural life only, and from and after the death of the said Isaac Sterling, I give, devise and bequeath the same unto my niece, Angie Sterling, my sister, Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike.

Item 2. I hereby constitute and appoint my brother, Isaac Sterling, 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 subscribe my name and affixed my seal this _____ day of January, in the year nineteen hundred and twenty-seven.

George N. Sterling (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.

Jan.14, 1927 Bennett T. Sterling

Quinn Sterling.

Somerset County, to wit: February 9th, 1929.

Then came Isaac Sterling 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 N. Sterling, 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, Florence E. Dryden, Reg. W.S.Co.,

Somerset County, to wit: February 9th, 1929.

Then came Bennett T. Sterling and Quinn Sterling the subscribing witnesses to the foregoing last will and Testament of George N. Sterling, late of Somerset County, deceased and 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 and in the presence of each other.

Before, Florence E. Dryden, Reg. W.S.Co.,

State of Maryland, Sct.

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last will and Testament of George N.Sterling late of Somerset County, deceased, and also the evidence adduced as to its validity orders and decrees this 12th day of February 1929 that the same be admitted in this Court as the true and genuine last Will and Testament of the said George N. Sterling, deceased.

Elmer Horner,

John E. Whitelock,

John B. Vetra,
Judges of the Orphans' Court for Somerset County.

Test: Florence E. Dryden, Reg. W.S.Co.,

Filed for record February 12, 1929, and recorded in Liber F.E.D.No.33, folios 48 & 49.

Test: Florence E. Dryden, Reg. W.S.Co.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 George N.Sterling, late of said county, deceased, taken from Liber F.E.D.No.33, folios 48 & 49, 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 14th day of June, in the year of our Lord, nineteen hundred and thirty.

Seal of Court.

Florence E. Dryden,
Register of Wills for Somerset County.

Exhibit "B" referred to in the foregoing Testimony is in the words following to wit:

I, Isaac Sterling, 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, devise and bequeath all my property and estate, of every kind and description, real, personal and mixed, and wheresoever situated, unto my brother, George N. Sterling, for and during the period of his natural life only, and from and after the death of the said George N. Sterling, I give, devise and bequeath the same unto my niece, Angie Sterling, my sister, Angeline Sterling, and my sister, Nancy J. Lawson, their heirs, personal representatives and assigns, share and share alike.

Item.2. I hereby constitute and appoint my brother, George N. Sterling, 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 ____ day of January, in the year nineteen hundred and twenty-seven.

Isaac Sterling his X mark (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.

Jan.14, 1927 Bennett T. Sterling,

Quinn Sterling.

Somerset County, to wit: June 14, 1929.

Then came Angie Sterling 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 Isaac Sterling, 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 delivered to him by the testator.

Before, Florence E. Dryden, Reg.W.S.Co.,

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Somerset County, to wit: June 14, 1929.

Then came Bennett Sterling and Quinn Sterling, the subscribing witnesses to the foregoing last Will and Testament of Isaac Sterling, 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.

Before, Florence E. Dryden, Reg. W.S.Co.

State of Maryland, Sct.,

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last Will and testament of Isaac Sterling, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 18th day of June, 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Isaac Sterling deceased.

Elmer Horner,

John E. Whitelock,

John B. Vetra,
Judges of the Orphans' Court for Somerset County.

Test: Florence E. Dryden, Reg. W.S.Co.,

Filed for record June 18, 1929, and recorded in Liber F.E.D.No.33, folios 87 & 88.

Test: Florence E. Dryden, Reg. W.S.Co.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Isaac Sterling, late of said county, deceased, taken from Liber F.E.D.No.33, folios 87 & 88, 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 14th day of June, in the year of our Lord, nineteen hundred and thirty.

Seal of Court.

Florence E. Dryden,
Register of Wills for Somerset County.

And thereafter, to wit, on the 15th day of November, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
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| Nancy J. Lawson and others. | ) | In Equity in the Circuit Court |
| Vs. | ) | For Somerset County, |
| Christopher Sterling and others. | ) | No.4232 Chancery. |
| | ) | |

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

It is thereupon this 15th day of November, in the year nineteen hundred and thirty, 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 proceeding 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 eight hundred dollars, if in-

dividual 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 one year 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 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.

Robt. F. Duer, Judge.

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, 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 Eight 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th day of December, in the year nineteen hundred and thirty.

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 Nancy J. Lawson and others against Christopher Sterling and others, now pending in said Court, and whereas the said Clarence P. Lankford, Trustee 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:

R. C. Milbourne

Clarence P. Lankford (SEAL)
Edward P. Wyatt (SEAL)
Lorie C. Quinn, Sr., (SEAL)

The above bond approved this 11th day of December, in the year nineteen hundred and thirty.

J. Millard Tawes, Clerk.

Which said bond was thus thereon endorsed, to wit:

J. Millard Tawes, Clerk.

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And thereafter, to wit, on December 19th, 1930, 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:

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| Nancy J. Lawson and others. | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling 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 15th day of November, in the year nineteen hundred and thirty, to make sale of certain real estate therein decreed to be sold, 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 decree, and giving twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times" a newspaper published in said Somerset County, 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 December, in the year nineteen hundred and thirty, 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 which formerly belonged to George N. Sterling and Isaac Sterling, deceased, in manner following, that is to say:

Your trustee first offered 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, containing three (3) acres of land, more or less, being the same place where the said George N. Sterling and Isaac Sterling formerly resided, located on the County Road leading from Bennetts Memorial Methodist Protestant Church to Apes Hole Landing, and adjoining the lands of Henrietta R. McMerrill, William Maddox, Robert L. Sterling, the heirs of John W. Tyler, Augustus Sterling and William Lawson, except the grave-yard on the back part of said lot as the said grave-yard is now located, with a right of way, over the said lot, from the county road aforesaid, to said grave-yard, which said grave-yard and right of way was expressly reserved from said sale, whereupon Nancy J. Lawson of said Somerset County, being the highest and best bidder therefor, became the Purchaser thereof, at and for the sum of Four Hundred and fifty dollars ($450.00) all of which the said purchaser has paid to your trustee in cash.

Your trustee next offerred at public sale to the highest bidder, all that lot or parcel of land situate, lying and being in Asbury District, County and State aforesaid, containing one (1) acre of woodland, more or less, adjoining the lands of Charles Sterling, Robert L. Sterling, Elijah D. Sterling and Augustus Sterling, whereupon Robert L. Sterling of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Seventy-one dollars ($71.00) all of which the said purchaser has 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 19th day of December, in the year nineteen hundred and thirty, 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 sales therein reported were fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Nancy J. Lawson and others. | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling and others. | ) | For Somerset County. |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 19th day of December, nineteen hundred and thirty, that the sale of property mentioned in these proceedings, 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 21st day of January next, 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 19th day of January, next.

The report states the amount of sales to be $521.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 26th day of January, in the year nineteen hundred and thirty-one, 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:

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| Nancy J. Lawson, and others. | ) | No.4232 Chancery |
| Vs. | ) | In the Circuit Court |
| Christopher Sterling and others. | ) | For Somerset County. |
| | ) | |

Ordered by the Circuit Court for Somerset County, this 26th day of January, nineteen hundred and thirty-one, that the sales of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Trustee, 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.

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. Millard Tawes, Clerk

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| Gordon Tull, Assignee, under a Mortgage from John S. Dennis and Mary E. Dennis, his wife, to The Pennsylvania Joint Stock Land Bank of Philadelphia, Ex parte. | ) | Be it remembered that heretofore, to wit, on the 28th day of November, 1930, a certain Gordon Tull, of Somerset County and State of Maryland, in his proper person, exhibited and filed in the Circuit Court here a |
| No.4292 Chancery. | ) | |

certain mortgage executed and delivered to The Pennsylvania Joint Stock Land Bank of Philadelphia, by a certain John S. Dennis and Mary E. Dennis, his wife, of said county and state, which said mortgage is in the words following, to wit:

State of Maryland, County of Somerset,

This Indenture, made the 4th day of August, 1926, between John Solon Dennis and Mary E.

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Dennis, his wife, of the County and State aforesaid, (hereinafter called parties of the first part, whether one or more) and The Pennsylvania Joint Stock Land Bank of Philadelphia (hereinafter referred to as The Bank) a corporation created, organized and existing under and by virtue of an Act of Congress of the United States of America entitled "The Federal Farm Loan Act."

Whereas, the said parties of the first part are indebted in and by a certain promissory note bearing even date herewith for the principal sum of Four Thousand Two Hundred Dollars ($4,200.00) payable to the order of The Bank, bearing interest at six per cent (6%) per annum from date, and payable semi-annually, both principal and interest being payable on an amortization plan in sixty-five (65) semi-annual installments of One Hundred Forty-seven Dollars and ___cents ($147.00) and a final installment of One Hundred Twenty-two Dollars and Fifty-six Cents ($122.56) the first installment being payable on the first day of March, 1927, and the next installment on the first day of September, 1927, and all successive installments on the same days of each succeeding year thereafter until the entire principal sum is paid in full; provided that in the event of default in the payment of any installment or installments in accordance with the terms thereof the same shall bear interest from the date of such default until paid at the highest rate of interest allowed by this State, not exceeding eight per cent (8%) per annum; and provided further that after five (5) years from date, and on any regular installment date, an additional payment of the principal may be made in such an amount as shall be equal to one of the semi-annual payments on the principal as ascertained from the amortization tables prescribed by The Federal Farm Loan Board , or the entire, principal sum may be paid, all of which and such other terms as therein contained will more fully appear by reference to said note; and

Whereas it was a condition precedent to the making of said loan that this indenture should be executed.

Now this Indenture witnesseth that the said parties of the first part of the County and State aforesaid, in consideration of the debt as evidenced by said note, and for the better securing the payment thereof, to the said Bank according to the terms of said note, and the performance of the conditions and covenants herein contained, and also in consideration of the sum of One Dollar to the said parties of the first part in hand well and truly paid by the said Bank, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Bank,

All those two (2) certain lots of land situate in East Princess Anne District, Somerset County, State of Maryland. Bounded on the North or East side of the County road leading from Princess Anne to Plunketts Bridge and to Snow Hill, containing in the aggregate one hundred eleven and forty-nine hundredths (111.49) acres of land, more or less, being lots Nos.2 and 3 of what is commonly known as the William Broughton Home Place, and being laid down on a plat and described in the certificate connected therewith of Samuel F. Miles, Surveyor, both of which are attached and recorded as a part of this deed, said two lots being described as one tract of land about three (3) miles from Princess Anne on the Northeast side of the Public Road leading from said town to Snow Hill, and is more particularly described as follows:

Beginning at a post set up by the Northeast side of said county road at the corner of the woodland sold to Geo. Milbourne, shown on the plat by the letter "B" thence running by and with the 5th line reversed of the said woodland North seventy-three degrees (73°) fifteen minutes (15') East one hundred fifty (150) poles to the Old Stewart tract now Shiloah Bowlands thence with same North nineteen degrees (19°) forty-five minutes (45') East forty-five and one-quarter (45¼) poles, thence North fifty degrees (50°) fifteen minutes (15') East, thirty-nine (39) poles, thence North seventy-one degrees (71°) fifteen minutes (15') West six and

one-half (6½) poles to a post, thence North twenty-four degrees (24°) forty-five minutes (45') East twenty (20) poles to a marked Red Oak, a corner of Matt Miles land, now belonging to Geo. U. McAllen, thence with same the two following courses, North fifty-three degrees (53°) forty-five minutes (45') West forty-seven and one-half (47½) poles to a post, thence South sixty-one degrees (61°) West fourteen (14) poles to a black gum, thence reversing the 6-5-4-3-2 and 1st courses of Lot No.4, South seventy-three degrees (73°) West forty and three-quarter (40 3/4) poles to a post on a ditch bank in the field, thence with said ditch the four following courses: North forty-eight degrees (48°) West sixteen and seven-eighths (16 7/8) poles to a Red Oak, thence South thirty-four degrees (34°) West thirty and one-half (30½) poles, thence South thirty-seven degrees (37°) forty-five minutes (45') West twenty-three (23) poles thence North fifty-five degrees (55°) thirty minutes (30') West eight and one-half (8½) poles to a post on a lead ditch bank, thence across the field South sixty-four degrees (64°) West eighty-seven and one-half (87½) poles to the public road, thence with said Road South thirty-five degrees (35°) East four and three-eighths (4 3/8) poles, thence South nineteen degrees (19) East forty-three and one-quarter (43¼) poles to an angle in the road, thence South thirty degrees (30°) East eleven and one-quarter (11¼) poles to Lot No.2, thence with the home line of said Lot No.2, South thirty-nine degrees (39°) East twenty-three and six-eighths (23 6/8) poles to the place of beginning, containing in the two lots one hundred eleven and forty-nine hundredths (111.49) acres of land, more or less.

Being the same premises which Oliver L. Tunis and Julia B. Tunis, his wife, by their Indenture bearing date the 30th day of April, A.D. 1915, and recorded among the Land Records of Somerset County aforesaid in Liber W.J.S.No.70, folio 32, granted and conveyed unto the said John Solon Dennis, in fee. also

Another tract of land described as follows: Beginning for the same at a post by the side of the County Road aforesaid, as shown in the plat by the letter "B" it being also a corner of Lot No.3 sold to said J. S. Dennis, and from thence running with said lot No.3, North sixty-four degrees (64°) East eighty-seven and one-half (87½) poles to a lead ditch, thence down by and with said lead ditch and the lines reversed by lot No.2 of sub-division No.4 of the said Broughton Land North fifty-five degrees (55°) thirty minutes (30') West one and three-quarter (1 3/4) poles, thence North seventy-seven degrees (77°) forty-five minutes (45') West thirteen (13) poles, thence North thirty-five degrees (35°) forty-five minutes (45') West twelve (12) poles, thence North twenty-five degrees (25°) thirty minutes (30') West nine and three quarter (9 3/4) poles, thence North two degrees (2°) fifteen minutes (15') East twenty (20) poles, thence North thirteen degrees (13°) forty-five minutes (45') West five (5) poles to the Bridge at the private road, thence North ten degrees (10°) thirty minutes (30') West twenty-five and one-half (25½) poles to the Tax ditch at the 1st bounder of lot No.2 of said sub-division, thence with said tax ditch and the land of Odie Bounds South thirty-one degrees (31°) forty-five minutes (45') West seventy-five and one-half (75½) poles to a small ditch, thence with said small ditch South fifty-one degrees (51°) fifteen minutes (15') West forty-four (44) poles to the said County Road, thence with said Road South thirty-five degrees (35°) East twenty-seven and one-eighth (27 1/8) poles to the place of beginning. Containing twenty-three and ninety hundredths (23.90) acres, more or less.

Being the same premises which Oliver L. Tunis and Julia B. Tunis, his wife, by their Indenture bearing date the day of A.D., and recorded among the Land Records of Somerset County aforesaid in Liber W.J.S.No.78, folio 109, granted and conveyed unto the said John Solon Dennis, in fee. Also

Subject to an Easement or charge of a free and unobstructed right of way over a private road sixteen (16) feet wide running through and over Lot No.1 of subdivision No.4 of what is called the Wm. Broughton Home Place with a uniform width of sixteen (16) feet running

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from the County Road leading from Princess Anne to Plunketts Bridge in a Northeast direction by and with a tax ditch to the bend of said private road and thence in an Easterly direction to a ditch separating the above mentioned property from a tract of land conveyed to Chas. H. Brinkhard.

Being the same premises which John Solon Dennis and Mary E. Dennis, his wife by their Indenture bearing date the 3rd day of August, A.D. 1918, and recorded among the Land Records of Somerset County in Liber W.J.S.No.78, folio 114, granted and conveyed unto Chas. H. Brainkhard and Jno. H. Brinkhard.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To have and to hold, all and singular the said premises unto the said Bank forever. And the said parties of the first part hereby bind themselves and their heirs, executors, administrators or assigns to warrant and forever defend all and singular the said premises unto said Bank, from and against the said parties of the first part and their heirs, executors, administrators or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

Provided always, nevertheless, and it is the true intent and meaning of the parties of these presents, that if the said parties of the first part shall well and truly pay, or cause to be paid, unto the said Bank the said debt or sum of money, with interest thereon as aforesaid, and shall perform all conditions and covenants according to the true intent and meaning of said note and this mortgage, then this mortgage shall cease, determine and be utterly null and void; otherwise it shall remain in full force and effect.

And it is covenanted, by and between the said parties, that the said parties of the first part, their heirs, executors, administrators or assigns, will insure, and keep insured, to the satisfaction of the Bank, all the insurable buildings and improvements now on said premises the value of which was a factor in determining the amount of the loan secured hereby, against loss or damage by fire or wind storm, in such sum or sums as may be required by the Bank, and in such company or companies as may be approved by the Bank, the loss, if any, to be payable to the Bank as its interest may appear at the time of the loss, and will deliver said policy or policies of insurance to the Bank, and will promptly pay when due all premiums for such insurance. In case any insured buildings or improvements on said premises are destroyed or damaged by fire or wind storm the sum or sums collected from said insurance may at the option of said parties of the first part be applied either to the payment of the note secured by this mortgage or subject to regulations of the Federal Farm Loan Board and under the direction of said Bank, to the reconstruction of the buildings or improvements so destroyed or damaged. And the said parties of the first part also covenant and agree that no fire or wind storm insurance shall be effected or remain in force on said buildings and improvements except as provided for herein.

And it is further covenanted, That the said parties of the first part shall pay, as the same become due, all taxes, liens, ground rents, water rents, judgments, or assessments which may be lawfully assessed against the property hereby mortgaged.

And it is further covenanted, That if the said parties of the first part, their heirs, executors, administrators or assigns, shall fail to procure and maintain said insurance, or if after procuring the same shall fail to pay the premium charged therefor, or shall fail to pay said taxes, liens, ground rents, water rents, judgments, or assessments as herein agreed, then the Bank may effect said insurance and pay the premiums thereon, as well as any unpaid premium for any insurance policy procured and deposited by the party of the first part with the Bank, as provided herein, and may also pay said taxes, liens, ground rents, water rents, judgments, or assessments, and the money so advanced for the payment of such insurance premiums, taxes,

liens, ground rents, water rents, judgments, or assessments shall be added to the mortgage debt and become a part thereof and the repayment of the same with simple interest at the highest rate of interest allowed by this State, not exceeding eight per centum per annum from the date of such payment and until paid shall be secured by this mortgage, and the Bank shall be subrogated to all the rights of the party or parties to whom such payments have been made; provided, that the amount so advanced by the Bank to pay any such insurance premium, tax, lien, ground rent, water rent, judgment, or assessment shall, at the option of the Bank, be repaid by the parties of the first part forthwith upon demand or thereafter at the time the next installment is due to be paid, and a failure to comply with this provision shall constitute such an immediate default in the insurance agreement as provided herein, which will entitle the Bank to all the remedies therein or elsewhere herein provided. It is provided that the said parties of the first part, their heirs, administrators or assigns, shall forward promptly to the Bank receipts evidencing payment of taxes and assessments against the lands covered by this mortgage.

And it is further covenanted, That the said parties of the first part, their agents, tenants, heirs, executors, administrators or assigns, shall keep all buildings and improvements now on said premises (or hereaftererected thereon) in as good order and condition as they now are, and will not commit or permit waste or injury to the premises to such an extent as will impair the value of the security of this loan as of the date of this mortgage.

It is further covenanted, That if the parties of the first part shall convey the property described herein, in whole or in part, to any one, written notice thereof shall be immediately given to the Bank, with the name or names and post-office address or addresses of the grantee or grantees.

And it is further covenanted, that if the said parties of the first part, their heirs, executors, administrators, or assigns, shall as aforesaid pay all installments as specified in the note and in this mortgage according to the terms and conditions thereof and hereof, then this mortgage shall be null and void, but if the said parties of the first part shall fail to pay any of the said installments as they become due and payable or to perform all of the conditions and covenants as specified in the note and in this mortgage, or if default, be made in the insurance agreement or in the payment of said taxes, liens, ground rents, water rents, judgments or assessments as herein provided; or if the buildings and improvements are not kept in as good condition as they now are, or if injury or waste is done or permitted which impairs the value of the security of this mortgage, then at the option of the Bank the whole principal sum of said note remaining unpaid at that time, together with all accrued interest and all other sums, including all advances made for taxes, liens, ground rents, water rents, judgments or assessments, premiums for insurance and charges of any kind, shall at once become due and payable without notice, and this mortgage may forthwith be foreclosed for the whole amount of said sums, interest, costs and attorney's fees.

And it shall be lawful for the said Bank, or Alfred S. Niles, Esq., its or their Attorney, or Agent, at any time after such default to sell either as an entirety or in such separate parcels as it may, or he may, deem advisable, the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt and 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 manner following, viz: Upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Somerset County aforesaid, and in one printed in Princess Anne and in 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 counsel or attorney's fee of fifty dollars and a commission to the party making sale of said

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property equal to the commission allowed Trustees for making sale of property by virtue of a decree of the Circuit Court for Somerset County in Equity; secondly, to the payment of all claims of the said Bank under this indenture, whether the same shall have, then matured or not, and the surplus if any there be, shall be paid to the said parties of the first part, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same. And upon any default in any of the covenants of this indenture, the Bank shall be entitled, without notice to the parties of the first part, to the immediate appointment of a Receiver of said property without regard to the adequacy or inadequacy of the property as security for the mortgage debt. And upon such default, whether or not a Receiver be appointed, the rents and profits of said property are hereby assigned to the Bank as additional security.

And the said parties of the first part 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 indenture and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of the Circuit Court for Somerset County in Equity, which said expenses, costs and commissions the said parties of the first part hereby covenant to pay; and the said Bank, its successors or assigns, or Alfred S. Niles, Esq., their attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And it is further covenanted that as a further security for the payment of the note and all installments thereof, and for the performance of all the terms of said note and all the conditions and covenants of this mortgage that the said parties of the first part hereby assign, set over and transfer to the Bank all of the rents and income of said mortgaged premises for each and every year that any installment or installments of the said note may be unpaid, together with all rights and remedies for enforcing collection of the same; and that upon filing suit of foreclosure, or at any time thereafter the Bank shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, together with all rents, profits, crops and proceeds arising therefrom during such litigation, and to hold the same subject to the orders and direction of the Court. It is further covenanted and agreed that if the said parties of the first part have heretofore given, made or granted to any person or corporation 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, in 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 the parties of the first part, whether said option, lease right or privilege 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 interest of the parties of the first part in said option, lease, right or privilege 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 thereafter exercised or operated, thereupon the Bank shall, at its election, have the right to demand of the parties 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 Bank shall give 30 days' notice in writing to the parties 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 or 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 it is further covenanted, That the said parties of the first part, their heirs, executors, administrators or assigns, shall hold and enjoy the said premises until default in payment of any of the installments as provided in said note, or breach of any of the conditions and covenants of this mortgage shall be made.

It is understood and agreed that the word "Bank" whenever used herein is intended to refer to and describe and shall be construed to mean The Pennsylvania Joint Stock Land Bank of Philadelphia and its successors and or assigns.

It is expressly made a covenant and condition hereof that in case of error in this mortgage or the note which it secures, a note and mortgage to correct the same, dated as of this date, will be promptly executed by the parties of the first part.

It is further covenanted as well as represented and declared as a condition hereof, by the said parties of the first part, that when the loan secured hereby is closed there will be no outstanding and unsatisfied encumbrance of any nature against the lands herein described prior to the lien hereof.

In witness whereof, The said parties of the first part have to these presents set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Annie M. Brown

John S. Dennis (SEAL)

Mary E. Dennis (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 4th day of August, in the year one thousand nine hundred and twenty-six (1926) before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John Solon Dennis and Mary E. Dennis, his wife, the Mortgagors named in the foregoing mortgage and duly acknowledged the said Mortgage to be their Act; at the same time also appeared Gordon Tull, Esq., 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.

Annie M. Brown,
Notary Public.,

My Commission expires May 21, 1927.

Received for record August 4th, 1926, and recorded in Liber W.J.S.No.93, folio 297, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received The Pennsylvania Joint Stock Land Bank of Philadelphia, does hereby assign the within and aforegoing Mortgage to Gordon Tull for purpose of foreclosure and collection.

As witness the hand of the President of the said The Pennsylvania Joint Stock Land Bank of Philadelphia, duly attested by its Secretary and the corporate seal affixed this 24th day of November, in the year nineteen hundred and thirty.

Attest: Albanus M. Thatcher, Jr., Secretary.

Thos. H. B. Jacobs, President.

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Filed for record November 28th, 1930, and recorded in Liber W.J.S.No.93, folio 303,

Test: Geo. W. Lawson, Clerk.

And thereafter to wit, on November 28th, 1930, the following Bill Obligatory was filed:

$4,200.00.

State of Maryland, August 4th, 1926.

For value received, the undersigned promises to pay to Pennsylvania Joint Stock Land Bank of Philadelphia, or order, at its Home Offices in the City of Philadelphia, Pa., the principal sum of Four Thousand Two Hundred Dollars ($4,200.00) together with interest thereon at the rate of six (6) per centum per annum from date and payable semi-annually, both principal and interest being payable on an amortization plan as follows: In sixty-five (65) semi-annual installments of One Hundred and Forty-seven Dollars ($147.00) each and a final installment of One Hundred and Twenty-two Dollars and fifty-six cents ($122.56) the first installment being payable on the first day of March, 1927, and the next installment on the first day of September 1927, and all successive installments on the same dates of each succeeding year thereafter until the entire principal sum is paid in full; and in the event default is made in the payment of any installment or installments, as herein provided the same shall bear simple interest from the date of such default until paid at the highest rate allowed by this State.

After five years from the date hereof, and on any regular installment date at the option of the undersigned, an additional payment on the principal may be made in such an amount as shall be equal to one or more of the semi-annual payments on the principal, as ascertained from the amortization tables prescribed by the Federal Farm Loan Board, or the entire principal sum may be paid. The payment, however, of such additional sums for reduction of the principal will not thereafter reduce the amount of each installment as herein provided, but will only operate to discharge the principal sum at an earlier date by reducing the percentage of each installment to be applied to payment of the interest and increasing the percentage of each installment to be applied to the payment of the principal.

If default be made in the payment of any installment or installments, or if default be made in respect to any condition, agreement or covenant contained in the mortgage which secure the payment hereof, then and in that event the whole sum of the principal of this note remaining at that time unpaid, together with the accrued interest, shall, at the option of the holder hereof, become due and payable at once, anything hereinbefore provided to the contrary notwithstanding. The undersigned hereby waives presentment, demand, protest and notice of dishonor. This note is secured by a mortgage of even date given by the undersigned to Pennsylvania Joint Stock Land Bank of Philadelphia, to which reference is made for the terms thereof and the same are hereby made a part hereof.

And further, the undersigned do hereby authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and to enter Judgment against the undersigned for the above sum, with or without declaration, with costs of suit, release of errors, without stay of execution, and with five (5) per cent, added for collecting fees; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fi Fa their said voluntary condemnation, and the undersigned further agree that said estate may be sold on a Fi Fa., and hereby waive and release all relief from any and all appraisements, stay or exemption laws of any State, now in force, or hereafter to be passed.

Witness: John S. Dennis

Annie M. Brown Mary E. Dennis

Amortization Table

D. $4088.50.

1927 March 17, B. $4179.00, 9-2-27 B. 4157.37, 3-14-27 B. 4135.09, 9-10-28 B.4112.14, 7-5-29/

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

KNOW ALL MEN BY THESE PRESENTS, That we, Gordon Tull, Assignee, etc., 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 Five Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successor or Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this day of December, in the year of our Lord, 1930.

Whereas, the above bounden Gordon Tull, as assignee by virtue of the power contained in a mortgage from John Solon Dennis and Mary E. Dennis, his wife, to The Pennsylvania Joint Stock Land Bank of Phila. bearing date the fourth day of August, 1926, and recorded among the mortgage records of Somerset County in Liber W.J.S.No.93, folios 297 &c, and filed as No. 4292 Chancery among the Equity proceedings for Somerset County 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, and in the condition and covenants therein contained.

The condition of the above obligation is such, that if the above bounden Gordon Tull, do and shall well and truly and faithfully perform the trust reposed in him, under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of — Gordon Tull, Assignee (SEAL)

J. R. Stewart,
As to Gordon Tull, Assignee.

Corporate Seal.

United States Fidelity and Guaranty Co.,
By Gordon Tull, Attorney in Fact.

Test: J. R. Stewart,
As to Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 28th day of December, in the year nineteen hundred and thirty the said Assignee 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, Assignee under a Mortgage from John S. Dennis and Mary E. Dennis, his wife, to the Pennsylvania Joint Stock Land Bank of Philadelphia. Ex parte. ) | No.4292 Chancery<br>In the Circuit Court<br>For Somerset County. |

To the Honorable, the Judge of the Circuit Court for Somerset County, in Equity.

The report of Gordon Tull, Trustee and assignee under a mortgage from John Solon Dennis and Mary E. Dennis, his wife, to the Pennsylvania Joint Stock Land Bank of Philadelphia, a corporation, dated August 4th, 1926, and duly recorded in Liber W.J.S.No.93, folio 297 &c, among the mortgage records of Somerset County, to foreclose and make sale of the property therein, mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and having complied with all the other prerequisites as required by law, and the said power in said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement

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inserted in the Somerset News, a weekly newspaper printed and published in Princess Anne, Somerset County, Md., for four successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday December 23rd, 1930, at the hour of Two o'clock P.M. and then and there proceeded to sell said property mentioned in said mortgage, in manner following, that is to say:

Your trustee and assignee aforesaid offered at public sale to the highest bidder, for cash, the property mentioned in said mortgage, situated in East Princess Anne District, Somerset County, Md., and particularly described as follows: All that farm consisting of several tracts of land, improved by buildings and timber, viz:

All those two (2) certain lots of land, in East Princess Anne District, as aforesaid, bounded on the North or east side of the county road leading from Princess Anne to Plunketts Bridge and to Snow Hill containing in the aggregate, one hundred, eleven and Forty-nine hundredths (111.49) Acres of land, more or less, being lots Nos.2 and 3 of what is commonly known as the William Broughton Home Place, and being laid down on the plat and described in the certificate therewith of Samuel F. Miles, Surveyor, both of which are attached and recorded as a part of the deed, said two lots being described as one tract of land about three (3) miles from Princess Anne, on the north east side of the public road leading from said town to Snow Hill, and is more particularly described as follows: Beginning at a post set up by the north east side of the said County Road at a corner of the woodland sold to Geo. Milburn, shown on the plat by the letter "B", thence running by and with the fifth line reversed of the said woodland, N.73°15'E. 150 poles to the old Stewart tract belonging to Shiloh Bowland, thence with same N.15°45'E. 45¼ poles thence N.50°15'E. 39 poles, thence N.71°15'W. 6½ poles to a post thence N.24°45'E. 20 poles to a marked red oak, a corner of the Matt Miles land, now belonging to Geo. U. McAllen, thence with same the two following courses: N.53°45' W. 47½ poles to a post, thence S.61°W.14 poles to a black gum, thence reversing the 6-5-4-3-2 & 1st courses of lot No.4 S.73°W.40 3/4 poles to a post on the ditch bank in the field, thence with said ditch the four following courses: N.48°W 16 7/8 poles to a red oack, thence S.34°W 30½ poles, thence S.37°45'W. 23 poles, thence N.55°30'W. 8½ poles to a post on a lead ditch bank, thence across the field S.64°W. 87½ poles to the public Road, thence with said road S. 35°E. 4 3/8 poles, thence S.19°E. 43¼ poles to an angle in the road, thence S.30°E. 11¼ poles to lot No.2, thence with the home line of said lot No.2 S.39°E. 23 6/8 poles to the place of beginning, containing in the two lots 111.49 acres of land more or less, being the same premises which Oliver L. Tunis and wife by deed dated April 30th, 1915, and recorded among the land records of Somerset County, in Liber W.J.S.No.70, folio 32 conveyed to said John Solon Dennis.

Also another tract of land described as follows: Beginning for the same at a post by the side of the county road aforesaid as shown in the plat by the letter "B" it being also a corner of lot No.3 sold to said John S. Dennis, and from thence running with said lot No.3 N.64°E. 87½ poles to a lead ditch, thence by down and with said ditch and the lines reversed by lot No.2 of subdivision No.4 of the said Broughton Land N.55°30'E. 1 3/4 poles, thence N.77°45'W. 13 poles, thence N.35°45'W. 12 poles, thence N.25°30'W. 9 3/4 poles thence N.2°15'E 20 poles, thence N.13°45'W. 5 poles to the bridge at the private road, thence N.10°30'W. 25½ poles to the tax ditch at the 1st bounder of lot No.2 of said subdivision, thence with said tax ditch, and the land of Odie Bounds S.31°45'W. 75½ poles to a small ditch, thence with said ditch S.51°15'W. 44 poles to the said County Road, thence with said road S.35°E. 27½ poles to the place of beginning, containing 23 90/100 acres of land, more or less, being the premises conveyed to John Solon Dennis by deed from Oliver L. Tunis and wife, recorded as aforesaid in Liber W.J.S.No.78, folio 109.

Also subject to an Easement or charge of a free and unobstructed right of way over a private road 16 feet wide running through and over lot No.1 of subdivision No.4 of what is called the Wm. Broughton place, with a uniform width of 16 feet running from the county road in a north east direction by and with a tax ditch to the bend of said private road, and thence in an easterly direction to a ditch separating the above property from a tract of land conveyed to Chas. H. Brinkhead, which said deeds are hereby referred to and made a part hereof for a fuller description of the land hereby sold and reported, together with the improvements thereon and appurtenances thereto belonging.

And your trustee sold the above described property to the Pennsylvania Joint Stock Land Bank of Philadelphia, the mortgagee, it being then and there highest and best bidder for cash at and for the sum of Four Thousand Dollars ($4000.00) and the said purchaser has complied with the terms of said sale and paid cash therefor.

And as the said amount of sales is less than the amount of the mortgage debt, interest and costs of foreclosure, your assignee hereby prays your Honor to ratify the audit or statement of the same herein contained, viz:

| | |
|---|---|
| Amount due on Mortgage with interest to 12/1.29 | $4,517.82 |
| Insurance, interest & taxes advanced, | 348.11 |
| Court costs, 29.50 and bond $15.00 | 44.50 |
| Auctioneer, $10.00, Newspaper Ads. $54.00 | 84.00 |
| Trustees Commissions as per rule of Court, | 185.00 |
| Total amt. of Mtg. debt with costs &c., | $5,159.43 |
| Total amt. of sales of property | 4,000.00 |
| Leaving a deficiency in payment of | $1,159.43 |

Respectfully submitted,

Gordon Tull, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of December, 1930, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, Assignee under the above mentioned mortgage, and made oath in due form of law that the matters and things set forth in the above report of sale is true as therein set forth and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Gordon Tull, Assignee, under a Mortgage from John S. Dennis and Mary E. Dennis, his wife, to The Pennsylvania Joint Stock Land Bank of Philadelphia. Ex parte | ) | No.4292 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

Ordered this 26th day of December, 1930, by the Circuit Court for Somerset County, in Equity, that the sale of the property, and the distribution of the proceeds of said sale as audited in the report, and mentioned in these proceedings, made and reported by Gordon Tull, Assignee, etc., under the mortgage as above mentioned, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of January, 1931, Provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, once in each of three successive weeks before the 29th day of January 1931.

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

Robt. F. Duer, Judge.

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And now at this day, to wit, on the 30th day of December, in the year nineteen hundred and thirty, comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | |
|---|---|
| Gordon Tull, Assignee under a Mortgage from John Solon Dennis and Mary E. Dennis, his wife, to the Pennsylvania Joint Stock Land Bank of Philadelphia, Ex parte. | No.4292 Chancery In the Circuit Court For Somerset County, |

Ordered by the Circuit Court for Somerset County, in Equity, this 30th day of December, 1930, that the sale and distribution made and reported by Gordon Tull, assignee, etc, 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 other proper expenditures as he shall produce vouchers for.

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. Millard Lawes ,Clerk.

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| Wade H. Cullen Vs. Annie Sterling, David Thomas Ward. | Be it remembered that heretofore to wit, on the 13th day of November, in the year nineteen hundred and twenty-eight, a certain Wade H. Cullen by John B. Robins, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Annie Sterling and David Thomas Ward, which said bill of complaint is in the words following, to wit: |

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

| | |
|---|---|
| Wade H. Cullen Vs. Annie Sterling | No.4103 Chancery, In the Circuit Court For Somerset County, Maryland, in Equity. |

To the Honorable the Judges of said Court:

The bill of complaint of Wade H. Cullen, who sues for himself as well as for other creditors of Levin H. Ward and Sarah Frances Ward, his wife, both late of Somerset County, Maryland, who will come in and contribute to the expenses of this suit, respectfully shows:

First: That the said Levin H. Ward and Sarah Frances Ward, his wife, both of whom are deceased, were in their life-time seized and possessed, as tenants by the entirety, of certain real estate situate in Lawson's District, Somerset County, Maryland, which was conveyed to them "jointly and in common," which thereby created in them a tenancy by the entirety as aforesaid, by John H. Holland and wife by deed dated January 4, 1892, recorded among the Land Records of Somerset County, Maryland, in Liber H.F.L.No.10, folio 136 etc., the original of which said deed is filed herewith and as a part hereof, and designated as "Complainant's Exhibit A"

Second: That being so seized and possessed of said real estate, the said Levin H. Ward departed this life during the month of November, in the year nineteen hundred and twenty-six, leaving surviving him his said wife, the said Sarah Frances Ward, who, by virtue of the tenancy by the entirety, thereupon became seized and possessed of said real estate.

Third: That being so seized and possessed, the said Sarah Frances Ward departed this life, intestate, during the month of July, in the year nineteen hundred and twenty-eight, leaving no direct descendants or parents, but leaving surviving the hereinafter named sister and brother, to whom said real estate descended as her only heirs-at-law, to wit:

(a) The defendant, Annie Sterling, who is a widow of full legal age, residing in Somerset County, Maryland.

(b) The defendant, David Thomas Ward, who is a widower, of full legal age, residing in said Somerset County, Maryland.

Fourth: That the said Levin H. Ward and Sarah Frances Ward were during their life-time, indebted unto your complainant in the full and just sum of $343.02, costs $7.00, collection fee $34.30 under judgment bearing date the 26th day of August, 1924, with interest, and that no part of said judgment, costs, collection fee or interest has been paid, a copy of which said judgment is filed herewith and as a part hereof, and marked "Complainant's Exhibit B."

Fifth: That letters of administration have not been taken out on the personal estates of the said Levin H. Ward and Sarah Frances Ward, or either of them, and your complainant is advised that the personal estate is insufficient to pay the debts of the decedends, and that it is necessary that the real estate be sold for the payment of said debts.

To the End therefore:

(x) That a decree may be passed for the sale of said real estate or so much thereof as may be necessary for the payment of your complainant's claim and the claims of other creditors of the said Sarah Frances Ward, who will come in and contribute to the expenses of this suit.

(y) That your complainant may be granted such other and further relief as his case may require.

May it please your Honors to grant unto your complainant the writ of subpoena, directed to the said Annie Sterling and David Thomas Ward, adult defendants, residing in Somerset County, Maryland, commanding them to be and appear in this Court on some certain day to be named therein, to answer the premises and show cause, if any they have, why a decree ought not to pass as prayed. And as in duty bound etc.,

John B. Robins,
Solicitor for Complainant.

Wade H. Cullen,
Complainant.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

THIS DEED, Made this fourth day of January in the year eighteen hundred and ninety-two, by us John H. Holland and Sarah A. Holland, his wife, of Somerset County, in the State of Maryland, witnesseth that in consideration of sixty-five (65) dollars together with three dollars current money added, receipt of all of which is hereby acknowledged, we the said John H. Holland and Sarah A, his wife, do grant unto Levin H. Ward and Sarah Frances Ward of said county and state, jointly and in common, all that lot or parcel of ground situated in Stumptown in Lawsons District in Somerset County, in the State of Maryland, which is described as follows: Beginning for the same at a post set up as a boundary by the side of a ditch on the north west side of John H. Hollands lane or road, where the lands of Hiram Ward's heirs intersects with said lane or road, thence running Northward and westward by and with the Northeast side of said Wards land 80 yards to the land of David Henderson, thence Northward and Eastward by and with said Henderson's land, (72 yards) to a cross ditch, thence Southward and Eastward by and with the center of said cross ditch, 77 yards to a post set up as a

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boundary by the side of the aforementioned lane or road, thence Southward and Westward by and with the Northwest side of said lane or road, to the place of beginning, containing one acre of land more or less, in fee simple, with right of way to pass to and from the above described property over the aforementioned lane or road and the right of drainage into a ditch on the Southeast side thereof.

Witness our hands and seals.

Test: John H. Holland (SEAL)

W. J. Coulbourne Sarah A. Holland ( SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this fourth day of January, in the year eighteen hundred and ninety-two before the subscriber, a Justice of the Peace of the said State in and for the county aforesaid, personally appeared John H. Holland and Sarah A. Holland, his wife and did each acknowledge the aforegoing deed to be their respective act.

Acknowledged before

William H. Coulbourne, J.P.

January the 11th day Anno Domini 1892, 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 acknowledgment thereof, thereon endorsed, is accordingly enrolled among the same records in Liber H.F.L.No.10, folio 136, on the day and year aforesaid.

Per: H. Fillmore Lankford, Clerk.

Exhibit "B" referred to in the foregoing bill is in the words following, to wit:

In the Circuit Court for Somerset County July Term, 1924.

| | | | |
|---|---|---|---|
| Wade H. Cullen | # | Short copy of Judgment No.77 | |
| Vs. | # | Damages | $343.02 |
| Levin Ward, Frances Ward. | # | Costs | 7.00 |
| | # | Collection Fee | 34.30 |

Judgment August 26th, 1924.

Interest from date. Exemption waived.

Test: Geo. W. Lawson, 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 Annie Sterling and David 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 December next to answer the complaint of Wade H. Cullen against you in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of November, Anno Domini 1928.

Issued the 13th day of November, Anno Domini 1928.

Per Order,

Geo. W. Lawson, Clerk.

At which said first Monday in December, in the year nineteen hundred and twenty-eight, 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, Alonzo L. Murrell, 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.

A. L. Murrell, Sheriff.

And thereafter to wit, on December 20th, 1928, the following Decree Pro-Confesso and Order to take testimony was filed.

| | | |
|---|---|---|
| Wade H. Cullen | ) | No.4103 Chancery |
| Vs. | ) | In the Circuit Court |
| Annie Sterling, David Thomas Ward. | ) | For Somerset County, |
| | ) | Maryland, in Equity. |

To the Honorable the Judges of said Court:

The defendants having been duly summoned to appear to the bill of complaint, and having failed to appear thereto, either in person or by solicitor:

It is thereupon this 20th day of December, 1928, by the Circuit Court for Somerset County, Maryland, in Equity, ordered, adjudged and decreed that the bill of complaint be and the same is hereby taken pro-confesso against the said Annie Sterling and David Thomas Ward, 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 support the allegations of the bill.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 2nd day of January, in the year nineteen hundred and twenty-nind, Edward P. Wyatt, 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:

| | | |
|---|---|---|
| Wade H. Cullen | ) | No.4103 Chancery, |
| Vs. | ) | In the Circuit Court |
| Annie Sterling, David Thomas Ward. | ) | 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 of Complaint, I, Edward P. Wyatt, of Crisfield, Maryland, 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 28th day of December, 1928, in my office in Crisfield, Maryland, I did take the following testimony, to wit:

David Thomas Ward, a witness of lawful age, produced on the part of the complainant, being duly sworn, deposes and says:

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

Ans. Name, David Thomas Ward, age 64 years, residence Lawson's District, Somerset County, Maryland, occupation farmer and oyster shucker.

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 all the parties and have known them about all my life. They all reside in this County.

Int.3. Were you or not acquainted with Levin H. Ward and Sarah Frances Ward. If so, are they living or dead? If dead, when did they die, and state if they or not died intestate?

Ans. I was acquainted with Levin H. Ward and Sarah Frances Ward. Sarah Frances Ward is my sister and Levin H. Ward is her husband. They are both dead. Levin H.Ward died November, in the year 1926, and his widow, Sarah Frances Ward died July, in the year 1928. Both of these parties, died, intestate.

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Int.4. Please state if the said Levin H. Ward and Sarah Frances Ward, or either of them, were indebted at the time of their deaths, and if so, to whom and in what amounts?

Ans. They were indebted unto Wade H. Cullen in the sum of $343.02, costs $7.00 Collection fee $34.30 under a judgment obtained by the said Wade H. Cullen against them under date of August 26, 1924, none of which indebtedness has since been paid. I understand they still owe John Gandy a bill. Complainant's Exhibit B, shown me and filed in this cause, is a copy of the judgment referred to.

Int.5. Please state whether or not the said Levin H. Ward and Sarah Frances Ward died, seized and possessed of any real estate? If so, where is it located, describe it, what is its value, and state, whether or not any administration has ever been granted on their personal estates?

Ans. Under date January 4, 1892, John H. Holland and Sarah A. Holland, his wife, deeded to Levin H. Ward and Sarah Frances Ward, "jointly and in common" a lot or parcel of land situate, lying and being in Lawson's District, Somerset County, State of Maryland, which land is improved by a five room dwelling about 35 years old, said parcel of land containing about one acre of land, and adjoins property of heirs of Hiram Ward and the David Henderson property now owned by William Coulbourne. This deed is recorded among the Land Records of Somerset County, in Liber H.F.L.No.10, folio 136 etc., I consider the land and buildings are worth about $600. No administration has ever been granted on the personal estate of Levin H. Ward or Sarah Frances Ward, as the personal estate was not sufficient to meet the expense of such administration, and was no where near enough to pay the indebtedness. The deed from Holland and wife to Levin H. Ward and Sarah Frances Ward, and filed in this cause, now shown me, is the original deed for said property, marked "Complainant's Exhibit "A" to be used as evidence in this case.

Int.6. Please state who took possession as owner of the said real estate upon the death of the said Levin H. Ward, and who are the heirs at law of the said Sarah Frances Ward?

Ans. When Levin H. Ward, died, his widow Sarah Frances Ward under said deed of conveyance took possession of the property as owner by virtue of her tenancy by the entireties, and as survivor of her husband, and she left as her only heirs at law, the following persons: She left no direct descendants or parents, but left surviving her as her heirs at law the following:

(a) The defendant, Annie Sterling, a sister, who is a widow, of full legal age, and who resides in Somerset County.

(b) The defendant, David Thomas Ward, the witness in this case, who is a brother, and a widower, of full legal age, who also resides in this County. These are her only heirs at law.

Int.7. Court's Question.

Ans. That's all.

Witness: E. P. Wyatt. David Thomas Ward,

Wade H. Cullen, a witness of lawful age, produced on the part of complainant, being duly sworn, deposes and says:

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

Ans. Wade H. Cullen, age 51 years, residence Lawson's District, this County, occupation, merchant and farmer.

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 both parties. I have known Annie Sterling several years and David Thomas Ward all my life.

Int.3. Were you or not acquainted with Levin H. Ward and Sarah Frances Ward? If so, are they living or dead? If dead, when did they die, and state which died first, and whether or not they both died intestate?

Ans. I have known these two parties all my life. They are dead. Levin died November, 1926, and Sarah Frances died July 1928. Both died intestate?

Int.4. Please state if these deceased persons or either of them were indebted unto you or any one else at the time of their death, and if so, in what amounts?

Ans. I hold a judgment filed in this cause as "Complainant's Exhibit B," which shows indebtedness to me of $343.02, $7.00 costs, $34.30 Collection fee, date of judgment August 26, 1924, none of which has been paid nor the interest thereon. I understand they owed John Gandy but I don't know the amount.

Int.5. State whether or not the said Levin H. Ward and Sarah Frances Ward, his wife, owned any real estate of which they died seized and possessed? If so, where is it located, describe it, what is its value, and state if there has ever been any administration on their personal estate.

Ans. By original deed filed herewith, marked "Complainant's Exhibit A" Levin H. Ward and Sarah Frances Ward owned property "jointly and in common," and when Levin died Sarah Frances Ward took possession of the property as owner by survivorship as tenants by the entireties. The realty is located in Lawson's District, and contains one acre, improved by dwelling of four or five rooms, and I should think the real estate and improvements thereon should be worth $600. or $700. There has been no administration on the personal estate of these decedents, and the personal property is insufficient to pay the debts of the parties, and it is necessary that the realty be sold for that purpose.

Int.6. Please state who are the heirs at law of Sarah Frances Ward, and give their names, ages and residence?

Ans. Sarah Frances Ward had no direct descendants or parents living at the time of her death, and her only heirs at law are Annie Sterling, a sister, and David Thomas Ward, a brother. Both are above the age of 21 years, and reside in Somerset County, Maryland.

Int.7. Court's Question.

Ans. Nothing else.

Witness: Wade H. Cullen

E. P. Wyatt.

There being no further witnesses present to be examined and at the suggestion of the solicitor for the plaintiff, the papers are herewith returned to Court, and I hereby certify that the annexed bill of costs is correct.

Bill of Costs.

| | | |
|---|---|---|
| Examiner in Chancery | $4.00 | |
| David Thomas Ward | .75 | $4.75 |

As witness my hand and seal:

Edward P. Wyatt (SEAL),
Examiner in Chancery.

And thereafter to wit, on the 21st day of May, in the year Nineteen Hundred and twenty-nine the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

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| | | |
|---|---|---|
| Wade H. Cullen | ) | No.4103 Chancery |
| Vs. | ) | In the Circuit Court |
| Annie Sterling, David Thomas Ward. | ) | For Somerset County, |
| | ) | In Equity. |

To the Honorable the Judges of said Court:

The complainant, Wade H. Cullen, by John B. Robins, his attorney, would petition the said Court, to file in this cause an amended bill of complaint.

And as in duty bound etc.,

John B. Robins,
Solicitor for Complainant.

Upon the foregoing petition, it is this 21st day of May, 1929, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the complainant in the foregoing cause have leave to file an amended bill of complaint.

Robt. F. Duer, Judge.

And thereafter to wit, on June 12th, 1929, the following Amended Bill of Complaint, was filed:

| | | |
|---|---|---|
| Wade H. Cullen | ) | |
| Vs. | ) | |
| Stephen Ward, Cornelius W. Ward, Sarah O. Ward, his wife, Addo R. Ward, Georgia Ward, his wife, Charles Ashby, Vesta Ashby, Ernestine Ashby, Radie Ward, Loretto Ward, his wife, Floyd S. Ward, Levin H. Ward, Jr., Hazel Ward, his wife, Annie R. Waters, Arthur J. Ward, Geneva Ward, his wife, Mabel L. Ward, Shelley O. Johnson, Charles Johnson, her husband, Cyrus W. Ward, Sarah Ward, his wife, Marie S. Ward David Thomas Ward, and Annie Sterling. | ) | No.4103 Chancery, Circuit Court For Somerset County, Maryland, in Equity. |

To the Honorable the Judges of said Court:

The Amended Bill of Complaint of Wade H. Cullen, who sues for himself as well as for other creditors of Levin H. Ward and Sarah Frances Ward, his wife, both deceased, late of Somerset County, Maryland, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That the said Levin H. Ward and Sarah Frances Ward, his wife, were in their life time seized and possessed of certain real estate in Lawson's District, Somerset County, Maryland, as will appear from a certified copy of a deed filed herewith, and as a part hereof, and marked "Complainant's Exhibit "A".

Second: That being so seized and possessed the said Levin H. Ward, departed this life intestate, during the month of November, 1926, and his widow, Sarah Frances Ward, departed this life during the month of July, 1928, intestate, leaving surviving them no direct descendants, but leaving the following as their only heirs at law, to wit:

(a) The defendant, Stephen Ward, a widower, a brother of Levin H. Ward.

(b) The defendants, Cornelius W. Ward, who married Sarah O. Ward, and Addo R. Ward, who married Georgia Ward, who are the only children and heirs-at-law of John W. Ward, who was a brother of Levin H. Ward, and who died intestate.

(c) The defendants, Charles Ashby, who married Eva Sterling Ashby, who was a daughter of Gatty Ward, who was a sister of Levin H. Ward, the said Eva Sterling Ashby being deceased, intestate, and the defendants, Vesta Ashby and Ernestine Ashby, who are the only children of the said Eva Sterling Ashby.

(d) The defendant, David Thomas Ward, who married Marzilla Ward, who was a sister of Levin H. Ward and who died intestate, and the following named children of the said Marzilla Ward, to wit:

Radie Ward, a son, who married Loretto Ward,

Floyd S. Ward, a son, unmarried,

Levin H. Ward, Jr., a son, who married Hazel Ward,

Annie R. Waters, a daughter, a widow

Arthur J. Ward, a son, who married Geneva Ward,

Mabel L. Ward, a daughter, unmarried,

Shelley O. Johnson, a daughter, who married Charles Johnson,

Cyrus W. Ward, a son, who married Sarah Ward,

Marie S. Ward, a daughter, unmarried.

(e) David Thomas Ward, a brother of Sarah Frances Ward, a widower,

(f) Annie Sterling, a sister of Sarah Frances Ward, widow.

Third: That the said Levin H. Ward and Sarah Frances Ward were during their life time indebted unto your complainant in the full and just sum of $343.02, $7.00 costs, $34.30 Collection fee, and accrued interest, under a judgment recovered in the Circuit Court for Somerset County, Maryland, bearing date the 26th day of August, 1924, and that no part of said judgment, costs, collection fee or interest, has been paid, a copy of which said judgment is filed herewith, and as a part hereof, and marked "Complainant's Exhibit B."

Fourth: That all of the said defendants are above the age of 21 years, except the said Vesta Ashby and Ernestine Ashby, who are infants under that age, and all of the said defendants reside in Somerset County, except the said Charles Ashby, Vesta Ashby, Ernestine Ashby, Levin H. Ward, Jr., and his wife, Hazel Ward, Shelley O. Johnson and Charles Johnson her husband, Marie S. Ward, who are said to be residents of the State of Pennsylvania and non-residents of the State of Maryland, and Cyrus W. Ward and Sarah Ward, his wife, who are residents of Talbot County, Maryland, and Radie Ward, who is a non compos mentis, and who is confined to Crownsfield State Hospital in Anne Arundel County, Maryland.

Fifth: That no letters of administration have been taken out on the personal estate of the said Levin H. Ward and Sarah Frances Ward, his wife, or either of them, and your orator is advised that the personal estate is insufficient to pay the debts of the decedents and that it is necessary that the real estate be sold for the payment of said debts.

To the End therefore:

(x) That a decree may be passed for the sale of said real estate or so much thereof as may be necessary for the payment of complainant's claim and the claims of other creditors of the said Levin H. Ward and Sarah Frances Ward, who will come in and contribute to the expenses of this suit.

(y) That your complainant may be granted 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 Charles Ashby, Vesta Ashby, Ernestine Ashby, Levin H. Ward, Jr., and Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie Ward, all of whom are adults except the said Vesta Ashby and Ernestine Ashby, who are infants under the age of 21 years, who are residing in the State of Pennsylvania, and who are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed, and also the writ of subpoena directed to the said Stephen Ward, Cornelius W. Ward, Sarah O. Ward, Addo R. Ward, Georgia Ward, David Thomas Ward, Loretto Ward, Floyd S. Ward, Annie R. Waters, Arthur J. Ward, Geneva Ward, Mabel L. Ward, Annie Sterling, adult defendants, residing in Somerset County, Maryland, and Cyrus W. Ward and Sarah Ward, adult defendants, residing in Talbot County, Maryland, and Radie Ward, adult defendant and non compos mentis, confined in Crownsfield State Hospital in Anne Arundel County, Maryland, commanding them, and each of them, to be and appear in this Court, either in person or by solicitor, on or before a certain day

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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.

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:

Seal of Notary.

The State of Maryland, To Annie R. Waters, Arthur J. Ward, Geneva Ward, Mabel L. Ward, Annie 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 Somerset next to answer the complaint of Wade 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 6th day of May, Anno Domini 1929.

Issued the 12th day of June, Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Georgia Ward, David Thomas Ward, Loretto Ward, Floyd S. 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 July next to answer the complaint of Wade 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 6th day of May, Anno Domini 1929.

Issued the 12th day of June, Anno Domini 1929.

Per order,

Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, to Stephem Ward, Cornelius Ward, Sarah O. Ward, Addo R. 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 July, next to answer the complaint of Wade 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 6th day of May, Anno Domini 1929.

Issued the 12th day of June, Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Radie Ward 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 July next to answer the complaint of Wade 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 6th day of May, Anno Domini 1929.

Issued the 12th day of June, Anno Domini 1929 .

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Cyrus W. Ward, Sarah Ward 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 July next to answer the complaint of Wade 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 6th day of May, Anno Domini 1929.

Issued the 12th day of June, Anno Domini 1929.

Per order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Sarah Ward of Talbot County, Greeting: You are hereby commandéd 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 August next to answer the complaint of Wade 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 first day of July, Anno Domini 1929.

Issued the 23rd day of July, Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, to Sarah Ward of Carroll 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 August next to answer the complaint of Wade 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 July Anno Domini 1929.

Issued the 29th day of July, Anno Domini 1929.

Per Order,
Geo. W. Lawson, Clerk.

At which said first Monday in July, in the year nineteen hundred and twenty-nine, 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, Alonzo L. Murrell, 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:

Summoned severally and copy left with each defendant.

A. L. Murrell, Sheriff.

To the second of said writs:

Summoned severally and copy left with each defendant,

A. L. Murrell, Sheriff.

To the third of said writs:

Summoned severally and copy left with each defendant.

A. L. Murrell, Sheriff.

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And at the same time also the Sheriff of Anne Arundel County, to whom the fourth writ is directed also came and made return thereof to the Court here in the words following, to wit:

Summoned 6/17/29,

M. F. Carter, Sheriff.

And at the same time also the Sheriff of Talbot County, to whom the fifth writ is directed also came and made return thereof to the Court here in the words following, to wit:

I hereby certify that on the 14th day of June A.D., I read the within writ to the defendant therein named, and left copy of process with Cyrus W. Ward, defendant.

Sarah Ward, defendant, Non Est.

T. J. Faulkner, Sheriff.

To the sixth of said writs:

Non Est,

T. J. Faulkner, Sheriff of Talbot County.

And at the same time also the Sheriff of Carroll County, to whom the seventh writ is directed also came and made return thereof to the Court here in the words following, to wit:

Summoned the within named defendant and copy left with Dr. John E. O'Neill, Superintendant of Maryland Tuberloculosis Sanatorium, colored branch, Henryton, Md.,

Geo. C. Fowble, Sheriff, Carroll County, Md.,

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:

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| Wade H. Cullen<br>Vs.<br>Stephen Ward, Cornelius W. Ward, Sarah O. Ward, his wife, Addo R. Ward, Georgia Ward, his wife, Charles Ashby, Vesta Ashby, Ernestine Ashby, Radie Ward, Loretto Ward, his wife, Floyd S. Ward, Levin H. Ward, Jr., Hazel Ward, his wife, Annie R. Waters, Arthur J. Ward, Geneva Ward, his wife, Mabel L. Ward, Shelley O. Johnson, Charles Johnson, her husband, Cyrus W. Ward, Sarah Ward, his wife, Marie S. Ward, David Thomas Ward, and Annie Sterling. | No.4103 Chancery,<br>Circuit Court<br>For Somerset County,<br>Maryland,<br>In Equity. |

The object of this suit is to procure a decree for the sale of certain real estate in Lawson's District, Somerset County, Maryland, of which Levin H. Ward, Sr., and Sarah Frances Ward, his wife, late of said Somerset County, died seized and possessed, intestate. The Amended Bill of Complaint filed in this cause states that the said Levin H. Ward and Sarah Frances Ward, his wife, were in their life time seized and possessed of certain real estate in Lawson's District, Somerset County, Maryland, as will appear from a certified copy of a deed filed therewith, and as a part thereof, and marked "Complainant's Exhibit A." that being so seized and possessed the said Levin H. Ward departed this life, intestate, during the month of November, 1926, and his widow, Sarah Frances Ward, departed this life during the month of July, 1928, intestate, leaving surviving them no direct descendants, but leaving the following as their only heirs at law, to wit: (a) The defendant, Stephen Ward, a widower, a brother of Levin H. Ward, (b) The defendants, Cornelius W. Ward, who married Sarah O. Ward, and Addo R. Ward, who married Georgia Ward, who are the only children and heirs at law of John W.Ward, who was a brother of Levin H. Ward, and who died intestate; (c) The defendant, Charles Ashby, who married Eva Sterling Ashby, who was a daughter of Gatty Ward, who was a sister of Levin H. Ward, the said Eva Sterling Ashby being deceased, intestate, and the defendants, Vesta Ashby and Ernestine Ashby, who are the only children of the said Eva Sterling Ashby; (b) The defendant, David Thomas Ward, who married Marzilla Ward, who was a sister of Levin H, Ward, and who died intestate, and the following defendants, the only children of the said Marzilla Ward, namely: Radie Ward, a son, who married Loretto Ward, Floyd S. Ward, a son, unmarried, Levin H. Ward, Jr., a son, who married Hazel Ward, Annie R. Waters, a daughter, a widow, Arthur J. Ward, a son, who married Geneva Ward, Mabel L. Ward, a daughter, unmarried, Shelley

O. Johnson, a daughter, who married Charles Johnson, Cyrus W. Ward, a son, who married Sarah Ward, and Marie S. Ward, a daughter, unmarried (e) The defendant, David Thomas Ward, a brother of Sarah Frances Ward, a widower, and (f) Annie Sterling, a sister of Sarah Frances Ward, a widow, that the said Levin H. Ward and Sarah Frances Ward were during their lifetime indebted unto the complainant, Wade H. Cullen, in the full and just sum of $343.02, $7.00 costs, $34.30 Collection fee, and accrued interest, under a judgment recovered in the Circuit Court for Somerset County, Maryland, bearing date the 26th day of August, 1924, and that no part of said judgment, costs, collection fee or accrued interest, has been paid, a copy of said judgment being filed with said bill, and as a part thereof, and marked "Complainant's Exhibit B." That all of the said defendants are above the age of 21 years, except the said Vesta Ashby and Ernestine Ashby, who are infants under that age, and all of the defendants reside in said Somerset County, except the said Charles Ashby, Vesta Ashby, Ernestine Ashby, Levin H. Ward, Jr., and Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie S. Ward, who are said to be residents of the State of Pennsylvania and non-residents of this State, and Cyrus W. Ward and Sarah Ward, his wife, who are residents of Talbot County, Maryland, and Radie Ward, who is non compos mentis, and who is confined in Crownsfield State Hospital in Anne Arundel County, Maryland, that no letters of administration have been taken out on the personal estate of the said Levin H. Ward and Sarah Frances Ward, his wife, or either of them, and complainant is advised the personal estate is insufficient to pay the debts of the decedents, and that it is necessary that the real estate be sold for the payment of said debts due the complainant and any other creditors of the said Levin H. Ward and Sarah Frances Ward, or either of them, who will come in and contribute to the expenses of this suit.

It is thereupon this 30th day of July, 1929, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the plaintiff 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 2nd day of September, 1929, give notice to the said Charles Ashby, Vesta Ashby, Ernestine Ashby, Levin H. Ward, Jr., and Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie S. Ward, non-resident defendants in said cause, of the object and substance of the amended 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 the 19th day of September, 1929, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

And thereafter to wit, on October 7th, 1929, the following Petition, order and answer, of James R. Stewart, guardian ad litem, for infant defendants, Vesta Ashby and Ernestine Ashby and Radie Ward, adult non compos mentis defendant, was filed:

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| Wade H. Cullen | ) | No.4103 Chancery |
| Vs. | ) | In the Circuit Court |
| Stephen Ward et al., | ) | For Somerset County, |
| | ) | Maryland, in Equity. |

To the Honorable the Judges of said Court:

The petition of the complainant in the above entitled cause, respectfully represents:

That Vesta Ashby and Ernestine Ashby, two of the non-resident defendants in the above entitled cause, have been duly summoned as will appear from the order of publication filed in said cause, but being infants under the age of 21 years they cannot answer and defend this suit for themselves, and they have no guardian within the jurisdiction of this Court to answer and defend for them.

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That Radie Ward, one of the resident defendants in the above entitled cause, is an adult, but as he is non compos mentis, although duly summoned as will appear by the return of the summons in this cause, and has no guardian within the jurisdiction of this Court to answer and defend for him.

The complainant therefore prays your Honor to appoint a guardian ad litem to appear and answer said bill of complaint for said infant defendants, Vesta Ashby and Ernestine Ashby, and also to appoint a guardian ad litem to appear and answer said bill for said adult defendant, who is a non compos mentis, Radie Ward.

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 County, Maryland, in Equity, this 7th day of October, 1929, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Vesta Ashby and Ernestine Ashby, infants, defendants, and Radie Ward, non compos mentis, adult defendant, in the above cause.

Robt. F. Duer, Judge.

Answer of Guardian Ad Litem:

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| Wade H. Cullen | ) | |
| | ) | No.4103 Chancery, |
| Vs. | ) | |
| | ) | In the Circuit Court |
| Stephen Ward et al., | ) | |
| | ) | For Somerset County, |
| | ) | Maryland, in Equity. |

To the Honorable the Judges of said Court:

The answer of Vesta Ashby and Ernestine Ashby, two of the defendants in said cause, who are infants and non-residentsof this State, and Radie Ward, adult defendant, who is a non compos mentis, in the above entitled cause, by James R. Stewart, guardian ad litem appointed by the Circuit Court for Somerset County, Maryland, in Equity, to the bill of complaint against them in 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 the said bill, and the said Vesta Ashby and Ernestine Ashby being infants of tender years, and the said Radie Ward being a non compos mentis, he cannot admit any of the allegations of the said bill, but submits their 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 October 26th, 1929, the following Decree Pro Confesso and Order to take testimony was filed:

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| Wade H. Cullen | ) | |
| | ) | |
| Vs. | ) | No.4103 Chancery, |
| | ) | |
| Stephen Ward, Cornelius Ward, Sarah O. Ward, his wife, Addo R. Ward, Georgia Ward, his wife, Charles Ashby, Vesta Ashby, Ernestine Ashby, Radie Ward, Loretto Ward, his wife, Floyd S. Ward, Levin H. Ward, Jr., Hazel Ward, his wife, Annie R. Waters, Arthur J. Ward, Geneva Ward, his wife, Mabel L. Ward, Shelley O. Johnson, Charles Johnson, her husband, Cyrus W. Ward, Sarah Ward, his wife, Marie S. Ward, David Thomas Ward, and Annie Sterling. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland, in Equity. |
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To the Honorable, the Judges of said Court:

The petition of the complainant respectfully represents:

That the resident adult defendants, Stephen Ward, Cornelius W. Ward, Sarah O. Ward, his wife, Addo R. Ward, Georgia Ward, his wife, David Thomas Ward, Loretto Ward, Floyd S. Ward,

Annie R. Waters, Arthur J. Ward, Geneva Ward, his wife, Mabel L. Ward, Annie Sterling, Cyrus W. Ward and Sarah Ward, his wife, 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 non-resident defendants, Vesta Ashby and Ernestine Ashby, have been duly summoned to appear to the bill of complaint in this cause by the order of publication and have answered said bill of complaint by James R. Stewart, guardian ad litem, and that the adult resident defendant, Radie Ward, who is a non compos mentis, has been duly summoned to appear to the bill of complaint filed in this cause, and has answered said bill of complaint by James R. Stewart, guardian ad litem, and that the adult non-resident defendants, Charles Ashby, Levin H. Ward, Jr., Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie Ward, 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 complainant therefore prays your Honors that the bill of complaint may be taken pro confesso against the said Stephen Ward, Cornelius W. Ward, Sarah O. Ward, his wife, Addo R. Ward and Georgia Ward, his wife, David Thomas Ward, Loretto Ward, Floyd S. Ward, Annie R. Waters, Arthur J. Ward and Geneva Ward, his wife, Mabel L. Ward, Annie Sterling, Cyrus W. Ward and Sarah Ward, his wife, non-appearing and non-answering adult resident defendants, and against Charles Ashby, Levin H. Ward, Jr., and Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie Ward, non-appearing and non-answering adult non-residents, and that the complainant have leave to take testimony before one of the standing examiners of this Court to support the allegations of the bill of complaint.

And as in duty bound etc.,

John B. Robins,
Solicitor for Complainant.

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| Wade H. Cullen | ) | No.4103 Chancery, |
| Vs. | ) | In the Circuit Court |
| Stephen Ward et al., | ) | For Somerset County, Maryland, |
| | ) | In Equity. |

It appearing in the above entitled cause, that the adult resident defendants Stephen Ward, Cornelius W. Ward, Sarah O. Ward, his wife, Addo R. Ward and Georgia Ward, his wife, David Thomas Ward, Loretto Ward, Floyd S. Ward, Annie R. Waters, Arthur J. Ward, Geneva Ward, his wife, Mabel L. Ward, Annie Sterling, Cyrus W. Ward and Sarah Ward, his wife, 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 this Court, and that the infant non-resident defendants, Vesta Ashby and Ernestine Ashby, have been duly summoned by order of publication, and have appeared and answered said bill of complaint by James R. Steward, guardian ad litem, and that the adult resident defendant, Radie Ward, who is a non compos mentis, has been duly summoned to appear to said bill of complaint and has answered said bill of complaint by James R. Stewart, guardian ad litem, and that the adult non-resident defendants, Charles Ashby, Levin H. Ward, Jr., and Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie Ward, have been duly summoned to the bill of complaint in this cause by order of publication, but have failed to appear or answer said bill of complaint within the time prescribed in said order of publication and the rules of this Court.

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It is thereupon this 26th day of October, 1929, 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 Stephen Ward, Cornelius W. Ward, Sarah O. Ward, his wife, Addo R. Ward, and Georgia Ward, his wife, David Thomas Ward, Loretto Ward, Floyd Ward, Annie R. Waters, Arthur J. Ward and Geneva Ward, his wife, Mabel L. Ward, Annie Sterling, Cyrus W. Ward and Sarah Ward, his wife, non-appearing and non-answering resident adult defendants, and against Charles Ashby, Levin H. Ward, Jr., and Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie Ward, 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, to substantiate the allegations in the said bill of complaint.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 3rd day of December, in the year nineteen hundred and twenty-nine, Edward P. Wyatt, 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:

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| Wade H. Cullen | ) | |
| Vs. | ) | No.4103 Chancery, |
| Stephen Ward, Cornelius W. Ward et al., | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

In this cause, an order having passed for testimony to be taken to support the allegations of the Bill, I, Edward P. Wyatt, of Crisfield, Maryland, one of the Standing Examiners of the Circuit Court for Somerset County, Maryland, in Equity, duly commissioned, sworn, etc., do hereby certify that on this 11th day of November, 1929, in my office in Crisfield, Maryland, I did take the following testimony, to wit:

David Thomas Ward, a witness produced on the part of complainant, being duly sworn, deposes and says:

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

Ans. David Thomas Ward, age 60, residence Lawson's District, this county, occupation, farmer, and waterman.

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 the parties, and have known them about all their lives, They all reside in Somerset County, Maryland, except Charles Ashby, Vesta Ashby, Ernestine Ashby, Levin H. Ward,Jr., Hazel Ward, his wife, Shelley O. Johnson and Charles Johnson, her husband, and Marie Ward, who are non-residents of the State of Maryland, and Cyrus Ward and Sarah Ward, his wife, who reside in Talbot County, in the State of Maryland, and Radie Ward who is confined in Crownsfield State Hospital in Carroll County, in the State of Maryland.

Int.3. Please state if all these parties and defendants are adults, and if not, state who are not?

Ans. All of these defendants are adults except Vesta Ashby and Ernestine Ashby, and they are infants under the age of 21 years.

Int.4. Please state if you knew Levin H. Ward and Sarah Frances Ward, his wife? If so, are they living or dead? If dead, when did they die? Did they or not die, intestate/

Ans/ I knew Levin H. Ward and Sarah Frances Ward, his wife, during their life time. Thet both are dead. Levin H. Ward died during the month of November 1926, intes-

tate, and his widow, Sarah Frances Ward, died during the month of July,1928, intestate.

Int.5. State if both or either of these deceased persons died seized and possessed of any real estate in Somerset County, Maryland, and if so, give a brief description of the said property.

Ans. They owned property, real estate, in this County, of which they died seized and possessed. The property was located in Lawson's District, where they lived at the time of their death. The certified copy of deed handed to me by solicitor, mared "Complainant's Exhibit A" is a correct description of the property they possessed at the time of their death. Solicitor for Complainant hands the said certified copy of deed, marked as aforesaid to the Examiner, to be filed in this cause, and to be used as evidence.

Int.6. Please state if the said Levin H. Ward and Sarah Frances Ward, his wife, and widow, departed this life leaving any direct descendants, and if not, please state who their only heirs at law are, their names, ages,

Ans. Neither Levin H. Ward nor Sarah Frances Ward, his wife and widow, both or either, left any direct descendants upon their death, and the following are the only heirs at law of the said Levin H. Ward and Sarah Frances Ward:

(a) The defendant, Stephen Ward, a widower, a brother of Levin H. Ward.

(b) The defendants, Cornelius W. Ward, who married Sarah O. Ward, and Addo R. Ward, who married Georgia Ward, who are the only children and heirs-at-law of John W, Ward, who was a brother of Levin H. Ward, and who died intestate.

(c) The defendant, Charles Ashby, who married Eva Sterling Ashby, who was a daughter of Gatty Ward, who was a sister of Levin H. Ward, the said Ega Sterling Ashby being deceased, intestate, and the defendants, Vesta Ashby and Ernestine Ashby, who are the only children of the said Eva Sterling Ashby. The said Vesta Ashby and Ernestine Ashby are infants under the age of 21 years.

(d) The defendant, David Thomas Ward, who married Marzilla Ward, who was a sister of Levin H. Ward, and who died intestate, and the following named children of the said Marzilla Ward, to wit:
Radie Ward, a son, who married Loretto Ward, Floyd S. Ward, a son, unmarried, Levin H. Ward,Jr., a son, who married Hazel Ward, Annie R. Waters, a daughter, a widow, Arthur J. Ward, a son, who married Geneva Ward, Mabel L. Ward, a daughter, unmarried, Shelley O. Johnson, a daughter, who married Charles Johnson, Cyrus W. Ward, a son, who married Sarah Ward, Marie S. Ward, a daughter, unmarried.

(e) David Thomas Ward, a brother of Sarah Frances Ward, a widower.

(f) Annie Sterling, a sister of Sarah Frances Ward, a widow.

Int.6. Please state if the said Levin H. Ward and Sarah Frances Ward, his wife, and widow, both or either of them, were during their lifetime indebted unto the complainant, Wade H. Cullen, and others, and state if this said debt and other have been paid?

Ans. Levin H. Ward and Sarah Frances Ward were indebted unto Wade H. Cullen in the sum of $343.02 costs $7.00, Collection fee $34.31 under a judgment recovered in the Circuit Court for Somerset County, Maryland, dated August 26, 1924, and that no part of said debt, costs, collection fee, and accrued interest has been paid to the complainant. The solicitor for complainant hands to the Examiner a copy of the said judgment, marked "Complainant's

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Exhibit B" to be filed in this cause and used as evidence. I believe Levin H. Ward and Sarah Frances Ward, also owed John Gandy, a bill and there may be others,

Int.7. Please state if any letters of administration have been taken out on the personal estate of the said Levin H. Ward and Sarah Frances Ward, his wife, both or either of them, and state if the personal estate is sufficient to pay the debts of these decedents, both or either of them, and if it is necessary to sell the real estate that their bills might be paid, and if so, what is your opinion of the value of the said real estate owned by them, both or either of them, at the time of their death?

Ans. No letters of administration have ever been taken out on the personal estate of Levin H. Ward and Sarah Frances Ward, his wife, both or either of them, and the personal estate of these decedents is insufficient to pay their debts, and it is necessary that the real estate of which they died and seized be sold that these bills might be paid. I would consider the value of the said real estate $500.

Int.8. Court's Question?

Ans. I believe that is all.

Witness: E.P. Wyatt D. Thomas Ward

Wade H. Cullen, a witness of lawful age, produced on the part of the complainant, being duly sworn, deposes and says:

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

Ans. Wade H. Cullen, age 52, residence Lawson's District, Somerset County, Maryland, occupation, farmer and merchant.

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 am the complainant. I have known these defendants a long while. I reside in this County. All the other parties to this suit reside in this County except Charles Ashby, Vesta Ashby, Ernestine Ashby, Levin H. Ward, Jr., Hazel Ward, his wife, Shelley Johnson, Charles Johnson, her husband, and Marie Ward, who reside in Philadelphia, Pa., and are non-residents of this State, and Cyrus Ward and Sarah Ward, his wife, who reside in Talbot County, Maryland, and Radie Ward who is an institution in Carroll County, Maryland.

Int.3. Please state if all these defendants are above the age of 21 years, and if not, Name those under that age?

Ans. All these defendants are adults except Vesta Ashby and Ernestine Ashby; they are under the age of 21 years.

Int.4. Please state if you knew during their life time Levin H. Ward and Sarah Frances Ward, his wife? If so, are they living or dead? If dead, when did they die? Did they or not die intestate?

Ans. I knew during their life time Levin H. Ward and his wife, Sarah Frances Ward. Both are dead. Levin died during November, 1926, intestate, and his widow Sarah Frances Ward died in July, 1928, intestate.

Int.5. State if both or either of these deceased persons died seized and possessed of any real estate in Somerset County, Maryland, and if so, give a brief description of the real estate.

Ans. They owned a small tract of land in this county improved by a dwelling of considerable age, where they lived at the time of the death of them. The certified copy of the deed to them, Marked "Complainant's Exhibit A" shown me contains a description of the said property.

Int.7. Please state if the said Levin H. Ward and Sarah Frances Ward, his wife, or

either of them departed this life, leaving any direct descendants, and if not, state who their only heirs at law are, their names and ages.

Ans. Neither Levin H. Ward nor Sarah Thomas Ward, his wife, both or either, left any direct descendants, and the following are their only heirs at law, to wit:

(a) The defendant, Stephen Ward, a brother of Levin H. Ward

(b) The defendant, Cornelius W. Ward, who married Sarah O. Ward, and the defendant, Addo R. Ward, who married Georgia Ward, who are the only children and heirs at law of John W. Ward, who was a brother of Levin H. Ward, and who died intestate.

(c( The defendant, Charles Ashby, who married Eva Sterling Ashby, who was a daughter of Gatty Ward, who was a sister of Levin H. Ward, the said Eva Sterling Ashby being deceased, intestate, and the defendants, Vesta Ashby and Ernestine Ashby, who are the only children of the said Eva Sterling Ashby. The said Vesta Ashby and Ernestine Ashby, are infants under the age of 21 years.

(d) The defendant, David Thomas Ward, who married Marzilla Ward, who was a sister of Levin H. Ward, and who died intestate, and the following named children of the said Marzilla Ward, to wit: Radie Ward, a son, who married Loretto Ward, Floyd E. Ward, a son, unmarried, Levin H. Ward, Jr., a son, who married Haxel Ward, Annie R. Waters, a daughter, a widow, Arthur J. Ward, a son, who married Geneva Ward, Mabel L. Ward, a daughter, unmarried, Shelley O. Johnson, a daughter, who married Charles Johnson, Cyrus W. Ward, a son, who married Sarah Ward, Marie S. Ward, a daughter, unmarried.

(e) David Thomas Ward, a borther of Sarah Frances Ward, a widower.

(f) Annie Sterling, a sister of Sarah Frances Ward, a widow.

Int.7. Please state if the said Levin H. Ward and Sarah Frances Ward, his wife and widow, both or either of them, were during their lifetime, indebted unto you and if so in what amount, and whether or not you have ever been paid the amount they owed you?

Ans. Under date of August 26, 1924, I obtained a judgment against Levin H. Ward and Sarah Frances Ward, his wife, in the Circuit Court for Somerset County, for $343.02, costs $7.00, collection fee $34.31. The full amount of this judgment costs and collection fee, and accrued interest since that date are due me. I have not been paid anything on this judgment.

Int.8. Please state if letters of administration have been taken out on the personal estate of the said Levin H. Ward and Sarah Frances Ward, his wife, and widow, both or either of them, and also state if the personal estate of these parties is sufficient to pay the debts they owed, and also state if it is necessary to sell the real estate owned by them, both or either of them, in order that their creditors might be paid. Also give me your estimate of the value of the real estate.

Ans. No letters of administration have ever been taken out on the personal estate of either of these decedents, and the personal estate is so small that it is insufficient to pay the debts of the decedents, and it is necessary to sell the real estate to pay their debts. I consider the value of the real estate $300.00.

Int.9. Court's Question.

Ans. Nothing else.

Witness: E.P. Wyatt. Wade H. Cullen

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There being no further witnesses present to be examiner, and at the request of the solicitor for the complainant, the papers are herewith returned to Court. The annexed bill of costs is correct.

Bill of costs:

| | | |
|---|---|---|
| Examiner | $4.00 | |
| Witnesses | 1.50 | $5.50 |

As witness my hand and seal:

Edward P. Wyatt,
Examiner in Chancery.

And thereafter, to wit, on the 3rd day of January, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Wade H. Cullen | ) | No.4103 Chancery, |
| Vs. | ) | In the Circuit Court |
| Stephen Ward, Cornelius W. Ward et al., | ) | For Somerset County, |
| | ) | Maryland. |

To the Honorable the Judges of said Court:

This cause standing for hearing and being submitted, the proceedings were read and considered:

It is thereupon this 3rd day of January, 1930, 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 authorized and 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 is a corporate surety, and in the penalty of Fifteen 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 twenty days public notice by advertisement inserted in some weekly newspaper published in Somerset County, of the time, place and terms of sale, which said terms shall be as follows: One third cash, one-third in six months, and one-third in twelve months, the deferred payments to bear interest from the date of the sale, and to be secured by the bond of the purchaser, with security to be approved by the Trustee, or all cash at the option of the purchaser. And as soon as may be convenient after such sale 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 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, 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 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, filed in Court here a bond in the words, following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, John B. Robins, of Somerset County and State of Maryland, as principal, and United States Fidelity and Guaranty Company, a corporation 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, 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 tenth day of January, nineteen hundred and thirty.

Whereas the above bounden John B. Robins, 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 Wade H. Cullen Vs. Stephen Ward, et al., now pending in said Court, the same being No.4103 on the Chancery Docket of said Court,

Now the condition of this obligation is such, that if the above bounden John B. Robins, does 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.

Signed sealed and delivered in the presence of

A. R. Jones — John B. Robins (SEAL)

Corporate Seal. — United States Fidelity and Guaranty Company

By Frederick E. Gardner, Attorney-in-fact.

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on February 25th, 1930, 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:

| | | |
|---|---|---|
| Wade H. Cullen | ) | No.4103 Chancery, |
| Vs. | ) | In the Circuit Court |
| Stephen Ward et al., | ) | For Somerset County, |
| | ) | Maryland, in Equity. |

To the Judges of said Court:

The Report of John B. Robins, Trustee under the decree in the above entitled cause, to sell the real estate herein 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 printed in Somerset County, Maryland, he did, in pursuance of said notice, attend in front of the Post Office in Crisfield, Maryland, at or about the hour of 2:30 o'clock P.M., on Saturday, February 8, 1930, 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 containing one acre of land more or less, situate, lying and being in Lawson's District, County and State aforesaid, improved by a dwelling house, as mentioned and described in said advertisement of sale, and sold the same to Wade H. Cullen, he being then and there the highest bidder therefor, at and for the sum of five hundred dollars ($500.) paying therefor one-third in cash and satisfying the Trustee as to the balance of the purchase price of said real estate, wherefore your Trustee prays a ratification of said sale and his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins, Trustee.

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State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of February, 1930, before me, the subscribe, the Clerk of the Circuit Court for Somerset County, Maryland, duly elected, sworn etc., personally appeared John B. Robins, the Trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief, and further made oath as aforesaid that the said sale reported by him was fairly made.

Geo. W. Lawson,
Clerk of the Circuit Court for
Somerset County, Maryland.

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

| | | |
|---|---|---|
| Wade H. Cullen | ) | No.4103 Chancery |
| Vs. | ) | In the Circuit Court |
| Stephen Ward et al., | ) | For Somerset County, |
| | ) | Maryland, in Equity. |

Ordered by the Subscriber, Clerk of the Circuit Court for Somerset County, Maryland this 25th day of February, 1930, that the report of John B. Robins, the Trustee 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 26th day of March, 1930, 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 March, 1930.

The amount of sale is reported as $500.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 24th day of February, in the year nineteen hundred and thirty, 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:

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 24th day of February, 1930, 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 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. Millard Lawes pClerk.

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

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 2nd day of the same month, in the year of our Lord One thousand nine hundred and Thirty-one.

Were present,

Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso. Judge.
Hon. Robert F. Duer, Asso. Judge.
J. Millard Tawes, Clerk.
Luther Daugherty, Esq., Sheriff.

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

.....

.....

| | | |
|---|---|---|
| The Cohn & Bock Company, | ) | Be it remembered that hereto- |
| Vs. | ) | fore, to wit, on the 30th day |
| Henry L. Ruark and others. | ) | of July, in the year nineteen |
| | ) | hundred and thirty, a certain |

The Cohn & Bock Company by H. Fillmore Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Henry L. Ruark, Orlando M. Ruark and Omar J. Croswell, and The Farmers and Planter Company, a body corporate, which said bill of complaint is in the words following, to wit:

In the Circuit Court for Somerset County, In Equity:

The Cohn & Bock Company, a body corporate.

Vs.

Henry L. Ruark, Orlando M. Ruark, and Omar J.Croswell and
The Farmers and Planter Company, a body corporate,

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

The Cohn & Bock Company, a body corporate, which sues as well for itself, as for all other creditors of Mary F. Ruark, late of Somerset County, Maryland, deceased, who will come in and contribute to the costs and expenses of this suit, complaining, says:

1st. That the said Mary F. Ruark died in the month of July, 1930, leaving a last will and testament, which has been duly admitted to probate by the Orphans Court for Somerset County.

2nd. That at the time of her death, the said Mary F. Ruark was indebted to the plaintiff on a judgment rendered by Charles R. Porter, a Justice of the Peace of the State of Maryland, in and for Somerset County, against the said Mary F. Ruark and Orlando M. Ruark, on the 12th day of July, 1915, for the sum of eighty-six dollars and ninety-six cents, with interest from date and two dollars, costs of suit, a copy of which said judgment was duly recorded in the office of the Clerk of the Circuit Court for Somerset County on the 15th day of July, 1915, and that upon said judgment a writ of scire facias issued out of said Court on the 23rd day of February, 1927, and that upon said scire facias a judgment of fiat was rendered on the 11th day of July, 1927, for said debt, interest and costs and the sum of nine dollars and twenty-five cents, costs upon said scire facias, and that no part of said judgment has been paid, but the entire principal, interest and costs still remain unpaid, and that at the time of her death, the said Mary F. Ruark was also indebted to other persons in various sums.

3rd. That the said Mary F. Ruark left personal estate of such small value that no administration has been granted upon her personal estate, and that such personal estate is not only insufficient to pay the debts due and owing by the said Mary F. Ruark at the time of her death and the costs of administration, but is not even sufficient to pay her funeral expenses.

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4th. That at the time of her death, the said Mary F. Ruark owned real estate of large value in East Princess Anne District, Somerset County, Maryland, which was conveyed to her by H. Fillmore Lankford, Assignee, the Bank of Somerset, and George T. Pope and wife.

5th. That by the first item of said last will and testament, the said Mary F. Ruark devised her real estate as follows:

Item 1st. I devise all of my real estate to be sold publicly to the highest bidder and the proceeds of sale (after expenses of sale are deducted, the balance of said sum to be equally divided between my two sons, Henry L. Ruark and Orlando M. Ruark and each of them are to pay one hundred dollars unto Sarah R. Brittingham, wife of Hiram G. Brittingham, and also each of them to pay one hundred dollars unto Walter C. Evans, and I also devise and give unto the said Walter C. Evans, out of my personal estate, one goose feather bed, with bolster and two pillows, two sheets and three quilts, provided that the aforesaid Walter C. Evans continues to stay with me and faithfully and dutifully perform and discharge his duties as a faithful son to me until my decase, otherwise these bequests are utterly void."

6th. That by said last will and testament, the said Mary F. Ruark, constituted and appointed her sons, the said Henry L. Ruark and Orlando M. Ruark, the executors thereof.

7th. That the said Henry L. Ruark and Orlando M. Ruark are the only heirs of the said Mary F. Ruark, and are of the full age of twenty-one years and reside in Somerset County, Maryland.

8th. That there appears upon the records of the Circuit Court for Somerset County, a judgment in favor of Robert F. Duer against the said Mary F. Ruark and the said Orlando M. Ruark, dated the 6th day of March, 1915, for the sum of one hundred and six dollars, with interest from date and costs of suit, seven dollars and a collection fee of ten dollars and sixty-cents, upon which said judgment a writ of scire facias was issued on the 21st February 1927, and upon which said scire facias a judgment of fiat was rendered on the 26th day of September, 1927, with costs of nine dollars and fifty cents, which said judgment has been assigned to Omar J. Croswell, and as said judgment is not marked satisfied upon the records of said Court, the said Omar J. Croswell is a proper party to this suit.

9th. That there appears upon the records of the Circuit Court for Somerset County, a judgment in favor of The Farmers & Planters Company, a body corporate, with its principal office in Salisbury, Wicomico County, Maryland, against the said Mary F. Ruark and Orlando M. Ruark, dated the 18th day of January, 1919, for the sum of one hundred and twenty-seven dollars and forty cents, with interest from date, and eight dollars and ninety cents, costs and that as judgment is not marked satisfied or paid upon said records, the plaintiff is informed that said The Farmers & Planters Company is a proper party to this suit.

To the end therefore,

First: That said real estate or so much thereof as may be necessary, may be sold for the payment of the claims of the plaintiff and other creditors of the said Mary F. Ruark.

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 Henry L. Ruark, Orlando M. Ruark and Omar J. Croswell, adults residing in Somerset County, Maryland, commanding them and each of them to be and appear in this Court on some certain day to be named therein, in person or by solicitor, 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 Farmers and Planters Company, a body corporate, with its principal office on Wicomico County, Maryland, commanding it to be and appear in this Court on or before some certain day to be named therein, to show cause, if any it has, why a decree ought not to be passed as prayed.

And as in duty bound etc.,

L. Creston Beauchamp,

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, to wit:

Maryland, Somerset County, to wit:

The State of Maryland, To Henry L. Ruark, Orlando M. Ruark, Omar J. 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 August next to answer the complaint of The Cohn & Bock Company 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 July, Anno Domini 1930.

Seal of Court. Issued the 30th day of July, Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court. To The State of Maryland, The Farmers & Planters Company of Wicomico County, Greeting: You are hereby commandéd 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 August next to answer the complaint of The Cohn & Bock Company 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 July Anno Domini 1930.

Issued the 30th day of July, Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

At whihh said first Monday in August, in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, 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.

A. L. Murrell, Sheriff.

And at the same time also the Sheriff of Wicomico County, to whom the second writ is directed also came and made return thereof to the Court here in the words following, to wit:

Summoned the Farmers & Planters Company, a body corporate by service on David J. Ward, President of said Corporation, and copy of subpoena left with him this 31st day of July, A.D. 1930.

So Answers Ralph C. Duffy, Sheriff.

And thereafter to wit, on August 25th, 1930, a Petition of Plaintiff, and decree pro confesso and order to take testimony was filed:

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate. | ) | |
| | ) | No.4270 Chancery, |
| Vs. | ) | In the Circuit Court |
| Henry L. Ruark, Omar J. Croswell and others. | ) | For Somerset County, |
| | ) | Maryland. |

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

The petition of The Cohn & Bock Company, the plaintiff in the above entitled cause, respectfully represents:

That Henry L. Ruark, Orlando M. Ruark, Omar J. Croswell, and The Farmers And Planters

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Company, a body corporate, being all the defendants in said cause, have been duly summoned to the first Monday in August, 1930, and have failed to appear or answer within the time limited by law and the rules of this Court.

The plaintiff therefore prays the Court that the bill of complaint may be taken pro confesso against all of said defendants, and that the plaintiff may have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.,

H. Fillmore Lankford

L. Creston Beauchamp,
Solicitors for the Plaintiff.

It appearing that Henry L. Ruark, Orlando M. Ruark, Omar J. Croswell and The Farmers and Planters Company, a body corporate, being all the defendants in the above entitled cause, have been duly summoned and have failed to appear and answer the bill of complaint within the time limited by law and the rules of this Court, it is thereupon this 25th day of August, nineteen hundred and thirty, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the bill of complaint in said cause be and the same is hereby taken pro confesso against said defendants, and it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

Joseph L. Bailey, Judge.

And afterwards, to wit, on the 2nd day of January, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| The Cohn & Bock Company, | ) | No.4270 Chancery, |
| Vs. | ) | In the Circuit Court |
| Henry L. Ruark 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 Friday, January 2nd, 1931, I did take the following depositions, that is to say:

George Norman Pusey, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George Norman Pusey, age 52 years, residence East Princess Anne District, occupation, farming.

Int.2. Do you know the parties to this suit? If yea, how long have you known them and where do they reside?

Ans. The Cohn & Bock Co., is a corporation, and so is the Farmer's and Planters Company, I have known Henry L. Ruark, Orlando M. Ruark and Omar J. Croswell for many years. They are all of full age of 21 years and all reside in Somerset County, Maryland.

Int.3. Did you know Mary F. Ruark? If yea, is she living or dead? If dead, when did she die and did she or not die intestate?

Ans. I did know Mary F. Ruark. She died in the month of July, 1930, she left a last will and testament. A copy of which marked Exhibit A is here shown me.

Int.4. State whether or not the said Mary F. Ruark left any personal estate and if so, was it sufficient to pay the debts due and owing by her at the time of her death? State whether or not any administration was granted on her personal estate?

Ans. She left but a very small personal estate, which is altogether insufficient to pay her debts and costs of administration. Her estate was so small that no administra-

tion has ever been granted and it is not even sufficient to pay funeral expenses.

Int.5. State who are the heirs at law of the said Mary F. Ruark?

Ans. Her only heirs at law are her sons Henry L. Ruark and Orlando M. Ruark.

Int.6. State what real estate the said Mary F. Ruark owned at the time of her death?

Ans. At the time of her death, Mary F. Ruark owned a small farm in East Princess Anne District, in Somerset County, Maryland, containing about 22 acres, improved by a dwelling house, and a few out-buildings. This property was conveyed to her by H. Fillmore Lankford, Assignee, and the Bank of Somerset and George T. Pope and wife. This property in my opinion is worth from $700.00 to $800.00 There is from five to six acres of it in timber.

Int.7. What do you know with reference to the debts owing by Mary F. Ruark at the time of her death?

Ans. She was indebted to The Cohn & Bock Company on a judgment dated July 12, 1915, for $86.96. This judgment has been since renewed , and a copy of it marked Exhibit "B" is here shown me. She was also largely indebted on notes payable to the People's Bank of Somerset County. Her estate is also bound for her funeral expenses.

Court question and answer;

"Nothing except that I also know she owed notes in the Bank of Somerset."

Test: Harry C. Dashiell, Examiner. Geo. Norman Pusey.

E. Herman Cohn, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. E. Herman Cohn, age 47 years, residence Princess Anne, Md., occupation lumber and milling.

Int.2. Do you know the parties to this suit? If so, how long have you known them and where do they reside?

Ans. The Cohn & Bock Co., is a corporation of which I am the President. The Farmers & Planters Co., is also a corporation. I have known Henry L.Ruark and Orlando M. Ruark and Omar J. Croswell for many years. They all reside in Somerset County, Maryland, and all are of full age.

Int.3. Did you know Mary F. Ruark? If yea, is she living or dead? If dead, when did she die and did she die intestate?

Ans. I knew Mary F. Ruark, She died some time during the year 1930. She left a last will and testament, a copy of which marked Exhibit "A" is here shown me.

Int.4. State whether or not the said Mary F. Ruark left any personal property and if so, was it sufficient to pay her debts, and costs of administration. State whether any administration has been granted upon her personal estate?

Ans. She left a very small personal estate, which was not sufficient to pay her debts and costs of administration. Her personal estate is so small that no administration has ever been granted and is not even sufficient to pay her funeral expenses.

Int.5. State who are the heirs at law of the said Mary F. Ruark?

Ans. Her only heirs at law are her sons, Henry L. Ruark and Orlando M. Ruark.

Int.6. What real estate, if any, the said Mary F. Ruark owned at the time of her death?

Ans. At the time of her death Mary F. Ruark owned a small farm in East Princess

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Anne District, Somerset County, Maryland, containing about 22 acres, improved by a dwelling house and a few old out-buildings. In my opinion this property is worth from $500.00 to $600.00

Int.7. Look at the paper marked Exhibit "B" and state what it is?

Ans. It is a certified copy of a judgment in favor of The Cohn & Bock Co., rendered by Chas. R. Porter, a Justice of the Peace of the State of Maryland, a copy of which is recorded in the Office of the Clerk of the Circuit Court for Somerset County. This judgment was afterwards renewed by scire facias issued out of said Court. This judgment was for the sum of $86.96

Int.8. State what is due upon this judgment?

Ans. Not a dollar has been paid upon this judgment, and the whole amount thereof principal interest and costs is due and unpaid. She was also indebted unto Robt. F. Duer on a judgment in the Circuit Court for Somerset County for the sum of $106.00 with interest and costs. This judgment was also renewed by scire facias and has been assigned to Omar J. Croswell one of the defendants in this case. A copy of this judgment marked Exhibit "C" is here shown me. I am also informed that Mary F. Ruark at the time of her death was also indebted to other persons.

Court question and answer:

"Nothing More."

Test: E. Herrman Cohn

Harry C. Dashiell

Plaintiff's solicitor herewith files with Examiner to be used as evidence in this cause Exhibits "A", "B" and "C".

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 2nd day of January, 1931.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell, Examiner | | $4.00 |
| G. Norman Pusey, | Witness | .75 |
| | | $4.75 |

Exhibit "A" referred to in the foregoing Testimony is in the words following, to wit:

In the name of God, Amen. I, Mary Francis Ruark of West, Maryland, in East Princess Anne District, Somerset County, Maryland, being in usual health of Body, and of sound mind, memory and understanding, considering the certainty of Death, and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this wold 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.

First and principally, I commit my Soul into the hands of Almighty God, and my body to the Earth, to be decently buried, by my executors hereinafter named, and after funeral expenses, and my just debts are paid, I devise and bequeath as follows:

Item 1st. I devise all of my Real Estate to be sold publicly to the highest bidder and the proceeds of Sale (after expenses of sale are deducted, the balance of said sum to be equally devided between my two sons, Henry L. Ruark and Orlando M. Ruark and each of them are to pay one hundred dollars unto Sarah R. Brittingham, wife of Hiriam G. Brittingham, and also each of them to pay one hundred dollars unto Walter C. Evans, and I also devise and give unto the said Walter C. Evans, out of my personal estate, one goose feather bed with bolster, and two pillows two sheets, and three quilts, provided, that the aforesaid Walter C. Evans, con-

tinues to stay with me and faithfully, and dutifully perform and discharge his duties as a faithful son to me untill my decease, otherwise these bequests are utterly void.

Item 3rd. All the balance of my personal estate when sold to be equally divided between Henry L. Ruark, Orlando M. Ruark, Sarah R. Brittingham, and Walter C. Evans, share, and share alike.

And lastly I do make and constitute and appoint as my Executors my two sons Henry L.Ruark and Orlando M. Ruark, in testimony whereof I have hereto set my hand and affixed my seal this 6th day of July, nineteen hundred and eight.

Signed, sealed and declared by Mary Francis Ruark, the herein named testator 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 subscribed our namesas witnesses thereto.

Mary F. Ruark (SEAL)

Geo. W. Brown,

Geo. H. Dennis,

L. J. Wilson.

Somerset County, to wit: July 26, 1930.

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 Mary F. Ruark, 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 Frank A. Hayman on February 6, 1909,

Before, Florence E. Dryden, Reg.W.S.Co.,

Somerset County, to wit: July 26, 1930.

Then came Geo. W. Brown and L. James Wilson , two of the subscribing witnesses to the foregoing last will and testament of Mary F. Ruark, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testatrix therein named, sign and seal this Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament. That at the time of her so doing, she was, to the best of their apprehension of sound 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 Testatrix, and in the presence of the other subscribing witness thereto they further deposed that they saw Geo. H. Dennis subscribe his name as witness to this Will in the presence and at therequest of the Testatrix, and that the said George H. Dennis is now dead.

Before, Florence E. Dryden, Reg.W.S.Co.,

State of Maryland, Sct.

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last Will and Testament of Mary F. Ruark, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 29th day of July, 1930, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary F. Ruark deceased.

Elmer Horner,

John E. Whitelock,

John B. Vetra,
Judges of the Orphans' Court for Somerset County.

Test: Florence E. Dryden, Reg.W.S.Co.,

Filed for record July 29, 1930, and recorded in Liber F.E.D.No.33, folios 168 & 169.

Test: Florence E. Dryden, Reg.W.S.Co.,

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State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Mary F. Ruark late of said county, deceased, taken from Liber F.E.D.No.33, folios 168 & 169, 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 twenty-seventh day of August, in the year of our Lord, nineteen hundred and thirty.

Official Seal.

Florence E. Dryden,
Register of Wills for Somerset County.

Exhibit "B" referred to in the foregoing Testimony is in the words, following, to wit:

| | | |
|---|---|---|
| The Cohn & Bock Company, a Maryland corporation. | ) | No.1074 Docket of Recorded |
| | ) | Judgment of Justice of the |
| Vs. | ) | Peace S.F.D.No.2. |
| Orlando M. Ruark, Mary F. Ruark. | ) | |

Before Charles R. Porter, Justice of the Peace of the State of Maryland in and for Somerset County, Action Note Homestead Exemption $86.96. Summons Issued June 30th, 1915, Directed to Elwood Sterling Constable. Returnable July 5th, 1915. Returned Summoned continued to July 12th, 1915 at 10 o'clock A.M.

Somerset County, Md., July 12th, 1915, Plaintiff appear, defendants failed to appear, trial ex-parte, Judgment in favor of Plaintiff and against the Defendants for the sum of eighty-six dollars and ninety-six cents same being per note Homestead exempt Debt with interest from date until paid and two dollars and cents costs $2.00 cost paid by Plaintiff.

Witness my hand and seal: Charles R. Porter (SEAL)

True copy from my docket: Charles R. Porter (SEAL)

Filed for record 15th July, 1915.

Test: W. Jerome Sterling, Clerk.

Sci Fa to April Term, 1927.

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

| | | |
|---|---|---|
| The Cohn & Bock Company, a | ) | No.22 Trials, |
| Maryland corporation. | ) | July Term, 1927. |
| Vs. | ) | In the Circuit Court |
| Orlando M. Ruark, Mary F. Ruark | ) | For Somerset County, |
| | | Maryland. |

1927 Feby.23, Scire Facias on judgment dated 12th of July, 1915, for $86.96 with interest from date and cost $2.00

1927 April 11, Fiat Nisi

" July 11, Fiat. Plffs cost $9.25.

State of Maryland, Somerset County, to wit:

I, Geo. W. Lawson, Clerk of the Circuit Court for Somerset County hereby certify that the foregoing is truly and correctly copied from Docket of Recorded Judgments of Justices of the Peace S.F.D.No.2, folio 376, and also a true and correct copy of the docket entries in No.22 Trials, July Term, 1927 of the Circuit Court for Somerset County.

I further certify there is no record or proceeding to show that the judgment aforesaid has been paid or satisfied.

In testimony whereof I hereunto subscribe my name and affixed the seal of said Court this 27th day of September, 1930.

Seal of Court.

Geo. W. Lawson, Clerk.

Exhibit "C" referred to in the foregoing Testimony is in the words following, to wit:

| | | |
|---|---|---|
| Robert F. Duer, | ) | No.43 Appearances, |
| Vs. | ) | January Term, 1915. |
| Orlamdo M. Ruark and Mary F.Ruark | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | | Maryland. |

Sums &c.

1915 March 6, Titling, narr, agreement bill and power filed.

" " " Judgment by confession for the sum of $106.00 with interest from date $10.60 Collection fee and costs.

Exemption waived. Plffs Costs $7.00

Sci Fa to April Term, 1927 No.8 Appearances.

.....

| | | |
|---|---|---|
| Robert F. Duer, use of Omar J. | ) | No.16 Trials |
| Croswell 26th July, 1930. | ) | September Term, 1927 |
| Vs. | ) | In the Circuit Court |
| Orlando M. Ruark and Mary F. Ruark | ) | For Somerset County, |
| | ) | Maryland. |

1927 Feb. 21 Sciri Facias on Judgment dated 6th March 1915 for $106.00 with interest from date $10.64 collection fee and costs $7.00 Exemption waived.

1927 April 11, Fiat Nisi

" July 11, Judge Duer's disqualification entered.

" Sept. 26, Fiat. Plffs. costs $9.50

State of Maryland, Somerset County, to wit:

I, George W. Lawson, Clerk of the Circuit Court for Somerset County, Maryland hereby certify that the foregoing is a true and correct copy of the Judgment and Docket entries in No.43 Appearances, January Term, 1915 the same being in the case of Robert F. Duer Vs.Orlando M. Ruark and Mary F. Ruark and also in No.16 Trials in the September Term 1927 the same being in the case of Robert F. Duer, use of Omar J. Croswell Vs. Orlando M. Ruark and Mary F.Ruark.

I further certify that there is no entry or proceeding to show that the above Judgment has been paid in whole or in part.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on the 26th day of November, 1930.

Seal of Court. Geo.W. Lawson, Clerk.

And thereafter, to wit on the 19th day of January, in the year nineteen hundred and thirty-one, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| The Cohn & Bock Company | ) | In Equity, In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Henry L. Ruark, Orlando M. Ruark and others. | ) | No.4270 Chancery. |
| | ) | |

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

It is thereupon this 17th day of January, in the year nineteen hundred and thirty-one, 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 L. Creston Beauchamp and H. Fillmore Lankford be, and they are hereby appointed trustees to make such sale; the course and manner of their proceeding shall be as follows:

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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 sixteen 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 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 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 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 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 sause, 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 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 trust.

And at the time of advertising said sale or sales, the said trustees are directed to give notice to the creditors of the said Mary F. Ruark, deceased, 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,
Judge of said Court.

And thereupon, the said L. Creston Beauchamp 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, L. Creston Beauchamp and H. Fillmore Lankford, principals, and the Maryland Casualty Company," a body corporate, surety, are held and firmly bound unto the State of Maryland, in the full and just sum of eight 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 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 February, nineteen hundred and thirty-one.

Whereas the above bounden L. Creston Beauchamp 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 The Cohn & Bock Company, a body corporate, against Orlando M. Ruark, Henry L. Ruark and others, the same being No.4270 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 L.Creston Beauchamp 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.

In testimony whereof, the said L. Creston Beauchamp and H. Fillmore Lankford have hereto set their hands and seals, and the said Maryland Casualty Company, a body corporate as aforesaid, has caused these presents to be duly signed by L. Creston Beauchamp, its attorney in fact, and its corporate seal to be affixed the day and year hereinbefore written.

Witness: H. Fillmore Lankford (SEAL)

James R. Stewart L.Creston Beauchamp (SEAL)

Maryland Casualty Company, by
L. Creston Beauchamp, its Attorney in Fact per power of Attorney, recorded in the office of the Clerk of the Circuit Court for Somerset County in Liber W.J.S.No.84, folio 558 &c.,

Which said Bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on February 14th, 1931, 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:

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate; | ) | No.4270 Chancery, |
| Vs. | ) | In the Circuit Court |
| Orlando M. Ruark, Henry L. Ruark and others. | ) | For Somerset County. |
| | ) | |

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

The report of L. Creston Beauchamp 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 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 handbill posted at the Court House door in said County, they did, in pursuance of said notice attend at the Court House door, in Princess Anne, Maryland, on Saturday, the 14th day of February, 1931, at the hour of 2.30 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 parcel of land in East Princess Anne District, in Somerset County, Maryland, containing twenty-two acres, more or less, and which was conveyed to Mary F. Ruark, now deceased, by H. Fillmore Lankford, Assignee, and the Bank of Somerset, and George T. Pope and wife, by deed dated the 6th day of August, 1906, recorded among the land records of said county in Liber S.F.D.No.44, folio 55 etc, whereon the said Mary F. Ruark resided, improved by a dwelling house and outbuildings, and sold the same to George Norman Pusey he being then and there the highest bidder, therefor at and for the sum of seven hundred and fifty dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the trustees, and the trustees further report that in advertising said property, they gave notice to the creditors of the said Mary F. Ruark to file their claims with the vouchers thereof in the office of the Clerk of the Circuit Court for Somerset County within one month from the date of said sale.

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.

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H. Fillmore Lankford

L. Creston Beauchamp, Trustees.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of February, nineteen hundred and thirty-one, before me the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared L. Creston Beauchamp and H. Fillmore Lankford, the trustees 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.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| The Cohn & Bock Company, a body corporate. | ) | No. 4270 Chancery, |
| | ) | |
| Vs. | ) | In the Circuit Court |
| | ) | |
| Orlando M. Ruark, Henry L. Ruark and others. | ) | For Somerset County. |
| | ) | |

Ordered by the Clerk of the Circuit Court for Somerset County in Equity, this 14th day of February, nineteen hundred and thirty-one, that the report of L. Creston Beauchamp and H. Fillmore Lankford, the trustees mentioned in the above cause, and the sale of real e state by them reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 17th day of March, 1931, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 16th day of March, 1931.

The report states the amount of sales to be seven hundred and fifty dollars.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 18th day of March, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| The Cohn & Bock Company, a body Corporate. | ) | No. 4270 Chancery, |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Orlando M. Ruark, Henry L. Ruark and others. | ) | |

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 18th day of March, nineteen hundred and thirty-one, ordered by the Circuit Court for Somerset County, in Equity that the within report of L. Creston Beauchamp and H. Fillmore Lankford, trustees and the sale by them 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: J. Millard Tawes, 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, being the 5th day of the same month, in the year of our Lord one thousand nine hundred and twenty-eight.

Were present:

Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso. Judge.
Hon. Robert F. Duer, Asso. Judge.
Geo. W. Lawson, Clerk.

Alonzo L. Murrell, Esq., Sheriff.

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

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|---|---|
| William H. Hopkins and Julia A. Webster.<br>Vs.<br>Sarah Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Howard G. Price, Delmas Price, Ruth Price Robinson and Hanson Dashiell. | Be it remembered that heretofore to wit, on the 12th day of July, in the year nineteen hundred and twenty-eight, a certain William H. Hopkins and Julia A. Webster by Harry C. Dashiell, his solicitor exhibit- |

ed and filed in the Circuit Court here a bill of complaint against Sarah Wilson, John T. Hopkins, Scotia Johnson, Ross, Louise Hopkins Dryden, Bessie D. Colborn, Howard G. Price, Delmas Price, Ruth Price Robinson and Hanson Dashiell, which said bill of complaint is in the words following, to wit:

| | |
|---|---|
| William H. Hopkins, and Julia A. Webster.<br>Vs.<br>Sarah Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Hanson Dashiell, Howard G. Price, Delmas Price and Ruth Price Robinson. | No. 4065 Chancery,<br>In the Circuit Court<br>For Somerset County,<br>In Equity. |

Your orators, complaining, say:

First: That William W. Hopkins, late of Somerset County, deceased, was in his lifetime and at the time of his death, seized and possessed, in fee simple, absolutely, of a tract or parcel of real estate, situate, lying and being in Mt. Vernon Election District, Somerset County, Maryland, containing about 30 acres, more or less, located on both sides of the County Road in said district, leading from Princess Anne to Asbury Methodiest Episcopal Church, adjoining the lands of Aldie G. Price, Victor Hopkins, deceased, and others, and being the same and all of the land which was conveyed to the said William W. Hopkins by John W. Murrell and wife, by deed dated February 9, 1897, and recorded among the Land Records of said Somerset County in Liber O.T.B.No.20, folio 558 etc., except so much thereof as was conveyed by the said William W. Hopkins and wife in his lifetime, to Aldie G. Price and George W. Johnson by deeds duly recorded among the land records aforesaid.

Second: That being so seized, the said William W. Hopkins departed this life on or about the day of May, 1907, leaving a widow surviving him, and leaving a last will and testament, duly executed to pass real estate in this State, which said will has been admitted to probate by the Orphan's Court for said Somerset County and is now of record in the office of the Register of Wills of said County in Wills Book T.D.No.21, folio 60 etc., a certified copy of which said last will and testament is herewith filed marked Exhibit "A"

Third: That by said last will and testament, the said William W. Hopkins devised said real estate to his wife, Henrietta F. Hopkins, for life, and then to his children, Mary W. Dashiell, William H. Hopkins, Julia A. Webster, Sarah Wilson, Ella Price, John T. Hopkins, Victor Hopkins and grand child Scotia Johnson Ross, share and share alike, provided that his

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son, John T. Hopkins, shall receive One Hundred and Fifty Dollars less than each of the above named heirs, or devisees.

Fourth: That since the death of the said William W. Hopkins, his said daughter, Mary W. Dashiell, has departed this life, leaving a last will and testament by which she devised her interest in the above described real estate to her daughter, the defendant, Bessie D.Colborn, and to her grand daughter, Hanson Dashiell, that another daughter, Ella Price, has departed this life intestate, since her father's death, leaving surviving her three children, the defendants, Howard G. Price, Delmas Price and Ruth Price Robinson, and that a son, Victor Hopkins departed this life, intestate, since his father's death, leaving surviving him one daughter, the defendant, Louise Hopkins Dryden.

Fifth: That Henrietta F. Hopkins, the wife of the said William W. Hopkins, was in her life time and at the time of her death, seized and possessed in fee simple, absolutely, of a tract or parcel of real estate, situate in said Mt. Vernon Election District, binding on the Wicomico River, adjoining the land described in the first item of this bill of complaint, it being the same and all of the land which was conveyed to the said William W. Hopkins and Henrietta F. Hopkins, his wife, by deed dated March 11, 1898, and recorded among said land records in Liber O.T.B.No.23, folio 78 etc., and which upon the death of the said William W. Hopkins became the sole property of the said Henrietta F. Hopkins, except so much thereof as was conveyed to the said Victor Hopkins by the said Henrietta F. Hopkins by deed dated September 21, 1907, and recorded among said land records in Liber S.F.D.No.47, folio 248 etc.,

Sixth: That being so seized as aforesaid, the said Henrietta F. Hopkins departed this life, intestate, on or about the 27th day of February, 1928, leaving no husband surviving her but leaving surviving her as her only heirs at law the following children and descendants, viz:

(a) a son, the plaintiff, William H. Hopkins; (b) a daughter, the plaintiff, Julia A. Webster; (c) a daughter, the defendant, Sarah Wilson, (D) a son, the defendant, John T. Hopkins (e) the defendants, Bessie D. Colborn and Hanson Dashiell, daughter and granddaughter of Mary W. Dashiell, a daughter of the said Henrietta F. Hopkins, who died before the death of her said mother; (f) the defendants, Howard G. Price, Delmas Price and Ruth Price Robinson, sons and daughter of Ella Price, who departed this life, intestate, before her mother the said Henrietta F. Hopkins; (g) the defendant, Scotia Johnson Ross, a daughter of Susie Johnson, who was a daughter of the said Henrietta H. Hopkins and died before her mother; and (h) the defendant, Louise Hopkins Dryden, daughter of Victor Hopkins, son of the said Henrietta F. Hopkins, who departed this life before his said mother.

Seventh: That all of said real estate described in said first and fifth item of this bill of complaint, is now owned by the plaintiffs, William H. Hopkins and Julia A. Webster and the defendants, Sarah A. Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Hanson Dashiell, Howard G. Price, Delmas Price and Ruth Price Robinson, as tenants in common, that all of said defendants reside in Somerset County and State of Maryland, except John T. Hopkins who resides in Wicomico County and State of Maryland, and Ruth Price Robinson who lives in Baltimore City, in said State, and that all of said parties are adults except Hanson Dashiell who is an infant under the age of twenty-one years.

Eighth: That said real estate cannot be divided without material loss and injury to the parties entitled to interests therein; and that it would be to the advantage and for the benefit of said parties to sell said real estate and divide the proceeds among them.

To the end therefore:

(1) That a decree may be passed by this Honorable Court for a sale of the aforesaid real estate and that the proceeds may be distributed among the parties thereto according to their respective rights and interests therein.

(2) 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 sub-poena directed to the said Sarah Wilson, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Howard G. Price, Delmas Price, adults, and Hanson Dashiell, infant, all residing in Somerset County, Maryland, and to John T. Hopkins, adult, residing in Wicomico County, Maryland and to Ruth Price Robinson, adult, 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.,

Miles & Myers,
Harry C. Dashiell,
Solicitors 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:

Seal of State

The State of Maryland, To John T. Hopkins 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 August next to answer the complaint of William H. Hopkins and Julia A. Webster 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 July, Anno Domini 1928.

Issued the 12th day of July, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Notary.

The State of Maryland, To Sarah Wilson, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Howard G. Price, Delmas Price, 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 August next to answer the complaint of William H. Hopkins and Julia A. Webster 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 July, Anno Domini 1928.

Issued the 12th day of July, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Ruth Price Robinson 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 August next to answer the complaint of William H. Hopkins and Julia A. Webster 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 July, Anno Domini 1928.

Issued the 12th day of July, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

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Maryland, Somerset County, to wit:

The State of Maryland, To Hanson Dashiell of Queen Anne 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 August next to answer the complaint of William H. Hopkins and Julia A. Webster against you and others in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of July, Anno Domini 1928.

Issued the 12th day of July, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To Hanson Dashiell of Queen Anne 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 Dale Dashiell against you and others in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 5th day of November, Anno Domini 1928.

Issued the 10th day of December, Anno Domini 1928.

Per Order, Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To John T. Hopkins 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 January next to answer the complaint of Dale Dashiell against you and others in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 5th day of November, Anno Domini 1928.

Issued the 10th day of December, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To Julia A. Webster, Sarah Wilson, Bessie D. Colborn, 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 Dale Dashiell against you and others in the said Court exhibited. Hereof fail not at your peril.

Seal of Court.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 5th day of November, Anno Domini 1928.

Issued the 10th day of December, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To Howard G. Price, Delmas Price, Scotia Johnson Ross, 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 Dale Dashiell against you and others in the said Court exhibited. Hereof fail not at your

Seal of Court.

peril.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland the 5th day of November, Anno Domini 1928.

Issued the 10th day of December, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Louise Hopkins Dryden of Allegany 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 Dale Dashiell 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 November, Anno Domini 1928.

Issued the 10th day of December, Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To Ruth Price Robinson 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 January, next to answer the complaint of Dale Dashiell 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 November, Anno Domini 1928.

Issued the 10th day of December Anno Domini 1928.

Per Order,
Geo. W. Lawson, Clerk.

At which said first Monday in August, in the year nineteen hundred and twenty-eight, 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 Wicomico County, R. E. Duffy, 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:

Subpoena served and copy left defendant,

R.C. Duffy, Sheriff.

To the second of said writs,

Summoned severally and copy left with each defendant,

A.L. Murrell, Sheriff.

And at the same time also the Sheriff of Baltimore City, to whom the third writ is directed, also came and made return thereof to the Court here in the words following, to wit:

Summoned and a copy of the Process left with the defendant,

John E. Potee, Sheriff.

And at the same time also the Sheriff of Queen Anne County, to whom the fourth writ is directed also came and made return thereof to the Court as follows:

Summoned and copy left with defendant and also with Mabel Sullivan, Mother of said infant.

Frank J. Whiteley, Sheriff.

Return of Fifth writ of Queen Anne County as follows:

Summoned and copy let with defendant and with Mabel Sullivan, Mother of said infant.

Frank J. Whiteley, Sheriff.

Return of sixth writ from Wicomico County, as follows:

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Summoned served on defendant and copy left with her,

R. C. Duffy, Sheriff.

To the seventh of said writs as follows:

Summoned severally and copy left with each defendant,

A. L. Murrell, Sheriff.

To the eighth of said writs as follows:

Summoned severally and copy left with each defendant,

A. L. Murrell, Sheriff.

Return to the ninth of said writs from Allegany County,

Summoned and copy of summons left with defendant, this 14th day of December, 1928,

William R. Harvey, Sheriff.

Return of 10th of said writs from Baltimore City,

Non Est,

John E. Potee, Sheriff.

EXHIBIT "A" referred to in the foregoing bill is in the words following, to wit:

In the name of God Amen, I William W. Hopkins of Somerset County, in the State of Maryland, being in fair health of body, and of sound and disposing mind, memory and understanding, considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this, my last Will and Testament, in manner and form following, that is to say:

First: and principally, I commit my soul into the hands of Almighty God and my body to the earth, to be decently buried at the discretion of my Executrix, hereinafter named. After my debts and funeral charges are paid, I devise and bequeath as follows:

I give and bequeath unto my wife Henrietta Hopkins during her natural life or as long as she remains a widow, all of my plantation whereon I now reside.

Item. I give and bequeath all of my personal property to be sold and equally divided between my seven children and one grand-child namely, Mary W. Dashiell, William H. Hopkins, Sarah Wilson, Julia A. Webster, Ella Price, John T. Hopkins, Victor Hopkins and Scotia Johnson and wife, Henrietta Hopkins, provided that my son John T. Hopkins share shall be Fifty Dollars less than each of the other above named shares.

Item. I give and bequeath unto my son William H. Hopkins all that tract of land whereon he now resides provided the said William H. Hopkins pay into my estate within one year after the death of my wife or until she marries which shall first happen the sum of One Hundred Dollars without interest.

Item: I give and bequeath unto my son Victor Hopkins all that tract or parcel of land whereon he now resides provided he pays into my estate the sum of Three Hundred Dollars without interest within one year after the death of my wife or until she marries which shall first happen.

Item: I give and bequeath unto Walter Craton withon one year after the death of my wife the sum of Fifty Dollars and a home during his natural life.

I give and bequeath all the rest and residue of my estate both real and personal to be equally divided between my children Mary W, William H., Sarah, Julia A, Ella, John T, Victor and grand-child Scotia in equal portions share andshare alike provided that my son John T. shall receive One Hundred and Fifty Dollars less than each of the above named heirs.

Item: If at my death I shall have any money in bank I desire that it shall be equally divided between my wife, Henrietta Hopkins and children Mary W., William H., Sarah., Julia A., Ella., John T., Victor, and grand-child Scotia share and share alike.

And lastly I do hereby constitute and appoint my dear wife Henrietta and son William H.,

to be Executrix of this my last Will and Testament without bond, revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last Will and Testament.

In testimony whereof I hereunto set my hand and seal this eleventh day of December in the year of Nineteen Hundred and Six.

W. W. Hopkins (SEAL)

Signed sealed and published and declared by the above named William W. Hopkins as and for his last Will and Testament in our presence who at his request and in the presence of each other have hereunto set our hands as witnesses hereto. )

James F. Hopkins
his
Perry X Smith
mark

Test: G. R. Marsh.

Whereas, I, William W. Hopkins am desirous to change the provision of my last Will and Testament dated on the eleventh day of December, in the year of Nineteen Hundred and Six I do make this codicil thereto whereas I have bequeathed all my personal property to be sold I desire that my son Victor shall take up my Oysters (and if he so desires he can get Fletcher Webster to help him) and sell them and divide the money equal between my wife Henrietta Hopkins and children Mary W., William H., Sarah., Julia A., Ella., John T., and Victor after taking out his wages for taking said oysters up.

Whereas I bequeath to Walter Crayton in my last will Fifty Dollars I now do hereby increase the said bequest to Seventy-five dollars and for said Walter Crayton to be paid Twenty-five dollars of said Seventy-five dollars at my death.

In testimony whereof I hereby set my hand and affix my seal this eleventh day of May in the year of Nineteen Hundred and Seven.

W. W. Hopkins (SEAL)

Signed sealed published and declared by William W. Hopkins the above named Testator as and for a codicil to 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 hereto set our hands as witnesses hereto. )

John R. Pruitt
James H. Pruitt

Somerset County, to wit: May 28th, 1907.

Then came William H. Hopkins 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 William W. Hopkins, 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 Henrietta Hopkins to whom it was delivered by the Testator.

Before, Thomas Dixon, Reg. W.S.Co.,

Somerset County, to wit: May 30th, 1907.

Then came G.R. Marsh and Perry Smith and afterwards, to wit, on June 4th, 1907, came James F. Hopkins the subscribing witnesses to the foregoing last Will and Testament of William W. Hopkins, late of 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 apprehensions 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

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at the request of the Testator and in the presence of each other.

Before, Thomas Dixon, Reg.W.S.Co.,

Somerset County, to wit: June 1st, 1907.

Then came John R. Pruitt and James H. Pruitt the subscribing witnesses to the foregoing codicil to the last will and testament of William W. Hopkins, late of Somerset County, deceased and together in the presence of Almighty God solemnly promised and declared that they did see the Testator therein named, sign and seal this codicil to said Will; that they heard him publish, pronounce and declare the same to be a bodicil to his last will and testament. That at the time of his so doing he was to the best of each of their apprehensions 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 codicil in the presence and at the request of the Testator and in the presence of each other.

Before, Thomas Dixon, Reg.W.S.Co.

State of Maryland, Set:

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last Will and Testament of William W.Hopkins late of Somerset County, deceased, together with the Codicil thereunto attached and also the evidence adduced as to its validity orders and decree this eleventh day of June, Nineteen hundred and Seven that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said William W. Hopkins, deceased.

Josiah W. Pollitt,
Samuel H. Gibson,
F.H. Dashiell,
Judges of the Orphans' Court for Somerset County.

Test: Thomas Dixon, Reg.W.S.Co.,

Filed for record May 28th, 1907, and recorded in Liber T.B.No.21, folios 60 etc.,

Test: Thomas Dixon, Reg.W.S.Co.,

State of Maryland, Somerset County, SS:

I. Florence E. Dryden, 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 William W. Hopkins, late of said county, deceased, taken from Liber T.B.No.21, folio 60 etc., 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 twelfth day of July, in the year of our Lord, Nineteen hundred and twenty-eight.

Official Seal.

Florence E. Dryden,
Register of Wills for Somerset County.

EXHIBIT "B" referred to in the foregoing bill is in the words following, to wit:

I, Mary W. Dashiell, of Somerset County and State of Maryland, do make this my last Will and Testament in manner and form 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:

First: I give, devise and bequeath to my husband, Cadmus Dashiell, for and during the term of his natural life, all the house and lot on Manokin Avenue, in the Town of Princess Anne, where we now reside, extending from the property of Elton H. Ross westerly on said Manokin Avenue as far as the brick wall is constructed, and from and after the death of my said husband, I give and devise the said property to my grand-daughter, Grace Hansen Dashiell, her heirs and assigns, in fee simple.

Second: I give, devise and bequeath to my daughter, Bessie Dashiell Colborn, her heirs

and assigns, all that lot of land with the bungalow thereon, located on said Manokin Avenue in said town of Princess Anne, bounded on the east by the property described in the first item of this will, where the said Bessie Dashiell Colborn and her husband now reside.

Third: All the rest and residue of my estate, real and personal, of every kind and wheresoever situated, I give, devise and bequeath to my said daughter, Bessie Dashiell Colborn, and my said grand-daughter, Grace Hansen Dashiell, to be equally divided between them, share and share alike.

I constitute and appoint my said husband, Cadmus Dashiell to be the executor of this my last will and testament, hereby revoking all other will and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 8th day of December, in the year nineteen hundred and twenty-six.

Mary W. Dashiell (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.

S.Frank Dashiell

Herbert A.Holland

Harry C.Dashiell

Somerset County, to wit: January 24, 1927.

Then came Harry C. Dashiell 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 Mary W. Dashiell, 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, Hary B. Cullen,
Register of Wills for Somerset County.

Somerset County, to wit: January 24, 1927.

Them came S. Frank Dashiell, Herbert A. Holland and Harry C. Dashiell the subscribing witnesses to the foregoing last Will and Testament of Mary W. Dashiell, 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 her publish, pronounce and declare the same to be her last Will and Testament. That at the time of her so doing she was, to the best of each of their apprehension of sound 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.

Before, Hardy B. Cullen, Reg.W.S.Co.,

State of Maryland,Sct.

In the Orphans' Court for Somerset County.

The Court having carefully examined the above last Will and Testament of Mary W.Dashiell late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 25th day of January, 1927, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary W. Dashiell deceased.

Elmer Horner,

John E.Whitelock,

John B. Vetra,
Judges of the Orphans' Court for Somerset County.

Test: Hardy B. Cullen, Reg.W.S.Co.,

Filed for record January 24, 1927, and recorded in Liber L.R.No.32, folio 440.

Test: Hardy B. Cullen, Reg.W.S.Co.,

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State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Mary W. Dashiell, late of said county, deceased, taken from Liber L.R.No.32, folio 440 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 seventh day of September, in the year of our Lord nineteen hundred and twenty-eight.

Seal of Court.

Florence E. Dryden,
Register of Wills for Somerset County.

And thereafter to wit, on September 8th, 1928, a Petition and Order appointing Guardian Ad-Litem and answer of Guardian Ad Litem was filed:

| | | |
|---|---|---|
| William H. Hopkins and another. | ) | No.4065 Chancery, |
| Vs. | ) | In the Circuit Court |
| Sarah Wilson et al., | ) | For Somerset County, |
| | ) | In Equity. |

To the Honorable, the Judges of said Court:

The petition of William H. Hopkins and Julia A. Webster, Plaintiffs in the above entitled cause, respectfully represents:

That the said Hanson Dashiell, one of the defendants in the above entitled cause, has been duly summoned, but being an infant she cannot answer and defend this suit for herself.

Your petitioners therefore pray your Honor to appoint a guardian adlitem to appear and answer for said infant defendant.

And as in duty bound etc.,

Harry C. Dashiell,
Plaintiffs' solicitor.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 8th day of September, 1928, before me, the subscriber, Judge of the Circuit Court for Somerset County personally appeared Harry C. Dashiell, solicitor for the plaintiffs in the above cause, and made oath in due form of law that the matters and facts contained in the aforegoing petition are true to the best of his knowledge and belief.

Robt. F. Duer,

Ordered this 8th day of September, 1928, 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 Hanson Dashiell, infant defendant in the above cause.

Robt.F. Duer, Judge.

Answer of Guardian Ad Litem:

| | | |
|---|---|---|
| William H. Hopkins and another | ) | No.4065 Chancery |
| Vs. | ) | In the Cirduit Court |
| Sarah Wilson et als., | ) | For Somerset County, |
| | ) | In Equity. |

The answer of Hanson Dashiell, infant, by James R. Stewart, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of William H. Hopkins and another against her and others in this Court exhibited.

This defendant, being an infant, cannot admit any of the matters and things in said bill of complaint alleged, and submits her rights thereunder to the protection of this Honorable Court.

And as in duty bound etc.,

James R. Stewart,
Guardian Ad Litem.

And thereafter to wit, on August 23rd, 1928, a Decree Pro Confesso and order to take testimony was filed:

| | | |
|---|---|---|
| William H. Hopkins and another. | ) | No.4065 Chancery, |
| Vs. | ) | In the Circuit Court |
| Sarah Wilson et als., | ) | For Somerset County, |
| | ) | In Equity. |

It appearing from the proceedings in the above entitled cause, that the said defendants therein, the said Sarah Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Howard G. Price, Delmas Price and Ruth Price Robinson have each of them been duly summoned to appear in said cause, and have failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them.

It is thereupon ordered this 22nd day of August, 1928, 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 defendant, Sarah Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Howard G. Price, Delmas Price and Ruth Price Robinson so failing to appear and answer as aforesaid.

And it is further ordered that depositions be taken before one of the standing examiners of this Court, in support of the allegations of the bill of complaint.

Robt. F. Duer, Judge.

On September 5th, 1928, the following Order appointing Special Examiner to take depositions was filed:

| | | |
|---|---|---|
| William H. Hopkins and another. | ) | No. 4065 Chancery, |
| Vs. | ) | In the Circuit Court, |
| Sarah Wilson et als, | ) | For Somerset County, |
| | ) | In Equity: |

Whereas on the 23rd day of August, 1928, this Court passed a decree pro confesso and an order to take testimony in the above entitled cause and whereas it appears that Harry C.Dashiell one of the standing examiners of this Court, is a solicitor for the plaintiff in this cause and by reason thereof cannot take the depositions in this cause.

Now therefore it is ordered this 4th day of September, 1928, that Marion R. Propst be and she is hereby appointed special examiner to take the depositions in the above entitled cause.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 8th day of September, in the year nineteen hundred and twenty-eight, Marion R. Propst, 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:

| | | |
|---|---|---|
| William H. Hopkins and Julia A. Webster. | ) | No.4065 Chancery |
| Vs. | ) | In the Circuit Court |
| Sarah Wilson 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, Marion Propst, Special Examiner, appointed by the Court to take the depositions in the above entitled cause, do hereby certify that at the law office of Harry C. Dashiell, in Princess Anne, Maryland, on Friday, September

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8, 1928, I did take the following depositions, that is to say:

Fletcher Webster, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Fletcher Webster, age 69 years, residence, Mt. Vernon, Md., occupation farming.

Int.2. Do you know the parties to this suit and if so how long have you known them and where do they reside?

Ans. I know all the parties to this suit and have known them all their lives. The Plaintiff, Julia A. Webster, is my wife. They all reside in Somerset County, Maryland, except the plaintiff William H. Hopkins who lives at Colonial Beach, Virginia John T. Hopkins, who lives in Wicomico County, Maryland, Hanson Dashiell, who lives in Queen Anne County, Maryland, and Ruth Price Robinson who lives in Baltimore City Maryland,

Int.3. Did you know William W. Hopkins in his lifetime? If yea, is he living or dead? If dead, when did he die and did he or not die intestate?

Ans. I did know William W. Hopkins. He was my father in law. He died May 22, 1907, at his home at Mt. Vernon in this county. He left a last will and testament which was duly admitted to probate in the Orphan's Court for Somerset County.

Int.4. I hand you herewith a paper and ask you what it is?

Ans. The paper I hold in my hand is a certified copy of the last will and testament of William W. Hopkins, late of Somerset County, deceased. (Plaintiff herewith files with examiner to be used as evidence in this cause said certified copy of the Will of Wm. W. Hopkins, marked Exhibit "A".

Int.5. Did or not the said William W. Hopkins own any real estate at the time of his death and if so, describe it and give your estimate of its value?

Ans. At the timeof his death, the only real estate that Mr, William W. Hopkins owned was the farm on which he resided. This tract of land is situated on both sides of the County Road leading through Mt. Vernon Election District to Asbury Methodist Episcopal Church. On the north side of the County Road, Mr. Hopkins owned at the time of his death about 12 acres of cleared land, improved by a two story frame dwelling house with six rooms and other out buildings. This property is bounded on the north by the land owned by Henrietta F. Hopkins, on the east by the land of Alda G. Price, on the south by said County Road and on the west by the lands of George W. Johnson and Jesse Fisher, On the South side of the County Road, Mr.Hopkins owned a tract of timber containing about 20 acres bounded on the east by Bertie Jones and on the west by Allen Hopkins.

This is all the property that Mr. Hopkins purchased from John W. Murrell and wife, by deed dated the 9th day of February 1897, and recorded among the Land Records of Somerset County in Liber O.T.B.No.20, folio 559 etc., except so much thereof as he sold during his life time to Alda G. Price and George W. Johnson; and this property in my opinion is worth from $3000.00 to $3500.00.

Int.6. What disposition, if any, did Mr. Hopkins make of this real estate which you have just described in his last will and testament and who owns the said real estate now?

Ans. By his last will and testament, Mr. Hopkins left this real estate to his wife, Henrietta F. Hopkins during her life or as long as she remains a widow and after her death, he left this real estate to be equally divided between his children, Mary W. William H., Sarah, Julia A., Ella, John T. Victor and grand child Scotia. His widow, Henrietta F. Hopkins, never married again and died in March of this year. The property after her death passed to the children named in his Will of

whom William H. Hopkins, Sarah Wilson, Julia A. Webster and John T. Hopkins are still living and are parties to this suit. His daughter Mary W. Dashiell died about two years ago leaving as I understand, a Last Will and Testament, under which her interest in this property passed to her daughter, Bessie D. Colborn and her grand daughter Hanson Dashiell, both of whom are defendants in this cause, Mr. Hopkins' daughter who was Ella Price died after her father leaving three children, viz: Howard G. Price, Delmas Price and Ruth Price Robinson, all of whom are parties to this suit, Mrs. Price left no last will and testament. Victor Hopkins, a son, also died after his father, with a will and leaving only one child, a daughter, Louise Hopkins Dryden, a defendant in this cause. The grand daughter, Scotia, mentioned in the will is Scotia Johnson Ross, who is a party defendant. All of Mr. Hopkin's children, who departed this life after his death, viz, Mary W. Dashiell, Ella Price and Victor Hopkins died before the death of the life tenant, their mother, Henrietta F. Hopkins.

This real estate is now owned by William H. Hopkins, Julia A. Webster, Sarah Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Hanson Dashiell, Howard G. Price, Delmas Price and Ruth Price Robinson and all of these parties are adults over the age of twenty-one years except Hanson Dashiell who is a minor under the age of twenty-one years.

Int.7. Did you know Henrietta F. Hopkins in her life time? If yea, is she living or dead? If dead when did she die? Did she or not die intestate and who are her heirs at law?

Ans. I did know Henrietta F. Hopkins. She was the widow of William W. Hopkins and died in February of this year. She died intestate and without a last will and testament and her heirs at law are as follows ; the plaintiffs, William. H. Hopkins, a son, and Julia A. Webster, a daughter, the defendant, Sarah Wilson, a daughter, the defendant, John T. Hopkins, a son; the defendant, Scotia Johnson Ross, who is a daughter of Susie Johnson, a daughter of the said Henrietta F. Hopkins, who died before her mother's death; the defendant, Louise Hopkins Dryden, a daughter of Victor Hopkins, deceased, a son of the said Henrietta F.Hopkins who died before his mother; the defendants, Bessie D. Colborn and Hanson Dashiell, the former a daughter and the later a grand daughter of Mary W. Dashiell, the said Mary W. Dashiell was a daughter of Mr. Hopkins and died before her mother; and the three defendants, Howard G. and Delmas Price and Ruth Price Robinson, all of whom are children of Ella Price, a daughter of Mrs. Hopkins who died before the death of Mrs. Hopkins. All of these parties are adults, as have testified before, except Hanson Dashiell who is a minor.

Int.8. Did not not the said Henrietta F. Hopkins own any real estate at the time of her death, and if so, describe it and give its value?

Ans. Henrietta F. Hopkins at the time of her death owned a tract of land in Mt.Vernon Election District, containing about 10 acres of cleared land and 4 acres of marsh land. It is bounded on the north by the land of Louise Hopkins Dryden, formerly owned by her father, Victor Hopkins and and the Wicomico River, and on the south by the land of William W.Hopkins which I have just described above. It adjoins the land of Rome Murray on the east and Jessie Fisher on the west. In my opinion this land is worth about $1000.00. It is the same property that was conveyed to William W. Hopkins and Henrietta F. Hopkins by Henry Murray and wife by deed dated March 10, 1898, and recorded among the land records of said Somerset County in Liber O.T.B.No.23, folio 78 etc., and which became the sole property of Mrs. Hopkins after her husband's death, except so much thereof as she sold and conveyed to her son Victor Hopkins.

Int.9. Can or not the said real estate which you have described above be divided among the parties entitled to interests therein without materal loss and injury to said parties or would it or not be for the benefit of said parties to sell said real estate and divide the pro ceeds among them?

Ans. All of the real estate that I have described above, both the land owned by Mr.

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Hopkins and the land owned by Mrs. Hopkins, is now owned as tenants in common by the same parties as this testimony shows. There are eight separate interests and the property could not be divided into eight parts of equal value. Indeed it would have to be divided into eleven parts and this could not be done. There is only one dwelling and that alone would be worth more than any other equal portion of the land would be. The only practical thing to do is to sell the whole estate and divide the proceeds among the parties according to their interests therein.

Court question and answer:

"There is nothing more except that under one item of Mr. Hopkins will he devises a parcel of land to his son, William H. Hopkins, subject to a payment into the estate of $100.00. I have seen the deed and I know that William W. Hopkins and his wife conveyed this land by deed to his said son before the death of William W. Hopkins. By another item of the will the testator devised land to Victor Hopkins, another son, subject to the payment of $300.00 into the estate. This is the same property where Victor lived that Henrietta F. Hopkins conveyed to Victor after her husband's death and is a part of the land that was conveyed to Wm. W., and Henrietta F. Hopkins by Henry Murray and wife, and which upon the death of Mr. Hopkins became the sole property of Henrietta F. Hopkins.

I add this testimony simply to have all the facts in the record."

Test: Marion R. Propst  Fletcher Webster

Cadmus Dashiell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Cadmus Dashiell; age 68 years, residence Princess Anne, Maryland, occupation former mail carrier.

Int.2. Do you know the parties to this suit, and if so, how long have you known them and where do they reside.

Ans. I know all the parties to this suit and have known them all of their lives. Wm. H. Hopkins, one of the plaintiffs, resides at Colonial Beach, Va., John T. Hopkins lives in Wicomico County, Hanson Dashiell lives in Queens Anne County, Ruth Price Robinson lives in Baltimore and all the other parties reside in Somerset County, Maryland.

Int.3. Did you know William W. Hopkins in his life time? If so, is he living or dead? When did he die and did he or not die intestate?

Ans. I knew William W. Hopkins very well, I married his daughter, Mary W. Hopkins. He died at his home in Mt. Vernon, Maryland in the month of May, 1907, He left a will which after his death was filed in the Orphan's Court for this County and the paper I now hold is a certified copy of his will.

Int.4. Please state whether or not the said William W. Hopkins owned any real estate in Somerset County at the time of his death? Describe it and state its value?

Ans. Mr. Hopkins owned at the time of his death a tract of land in Mt. Vernon District which was conveyed to him by John W. Murrell and wife. This land is located on both side of the County road leading to Asbury M.E. Church. The cleared land containing about twelve acres is on the north side of the road and is bounded on the north by the land that was owned by his wife, Henrietta F. Hopkins. It is improved by a dwelling house and outbuildings. On the South side of the road and directly opposite the cleared land Mr. Hopkins owned a tract of timber containing about 20 acres. In my opinion this property is worth about $3000.00.

Int.5. Did or not Mr. Hopkins dispose of this real estate by his last will and testament which has been shown you, and if so, who owns this property now?

Ans. By his will Mr. Hopkins left this real estate to his wife, Henrietta F. Hopkins for life and then to his children, whom are named in the will. The children and a grand child named in the will are all living and are parties to this suit, except Mary W. who was my wife,

Mary W. Dashiell, and who died after her father's death. She left a will and her interest in this property was devised under the residuary clause of her will to our daughter, Bessie D. Colborn and our grand daughter, Hanson Dashiell, who are parties defendant in this cause; Another daughter of Mr. Hopkins who died after he did was Ella Price, who died without a will leaving three children, Howard G. and Delmas Price and Ruth Price Robinson; a son, Victor Hopkins died after his father and without a will leaving one daughter, Louise Hopkins Dryden, who is also a defendant in this suit. All the deceased children died before the life tenant, Henrietta F. Hopkins. All of these parties are adults except my grand daughter, Hanson Dashiell who is under twenty-one years of age.

Int.6. Did you or not know Henrietta F. Hopkins in her life time? If yea, is she living or dead? If dead when did she die? Did she or not die intestate and who are her heirs at law?

Ans. I did not Henrietta F. Hopkins. She was my wife's mother. She died February 17, 1928. She left no last will and testament and left no husband surviving her. Her heirs at law are her children and descendants as follows:

(a) a son, the plaintiff, William H. Hopkins and (b) a daughter, the plaintiff, Julia A. Webster (c) the defendant, a daughter, Sarah Wilson (d) the defendant, a son, John T.Hopkins (e) the defendant, a grand daughter, Scotia Johnson Ross, who was a daughter of Susie Johnson, a daughter of the said Henrietta F. Hopkins the said Susie Johnson died before both her mother and father, the said William W. Hopkins and Henrietta F. Hopkins; (f) a grand daughter, Louise Hopkins Dryden, daughter of Victor Hopkins, a son of the said Henrietta F. Hopkins who died before his said mother; (g) the defendants, Bessie D. Colborn and Hanson Dashiell, daughter and grand daughter of Mary W. Dashiell, a daughter of the said Henrietta F. Hopkins, the said Mary W. Dashiell died before her said mother, Hanson Dashiell was a daughter of Hanson Dashiell son of the said Mary W. Dashiell who died before his mother (h) the defendants, Howard G. Price, Delmas Price and Ruth Price Robinson, all children of Ella Price, who was a daughter of the said Henrietta F. Hopkins and died before her mother.

Int.7. Did or not the said Henrietta F. Hopkins own any real estate at the time of her death and if so describe it and give its value?

Ans. Yes, at the time of her death, she owned a tract of land which was conveyed to William W. Hopkins and Henrietta F. Hopkins by Henry Murray and wife, When Mr. Hopkins died this land went entirely to Mrs. Hopkins and afterwards she conveyed a part of it to her son, Victor Hopkins. The residue which Mrs. Hopkins owned when she died contains about 10 acres of cleared land and 4¼ acres of Marsh. It is located on the Wicomico River and is bounded on the south by the land which I have just described owned by the heirs William W. Hopkins. This land is worth about $1000.00.

Int. Please state who are the present owners of the two tracts of land you have described above.

Ans. The lands that I have described are owned by the same parties as tenants in common, viz, William H. Hopkins, Julia A. Webster, Sarah Wilson, John T. Hopkins, Scotia Johnson Ross, Louise Hopkins Dryden, Bessie D. Colborn, Hanson Dashiell, Howard G. Price, Delmas Price and Ruth Price Robinson.

Int.9. Can or not this real estate be divided among the parties entitled to interests therein or would it or not be for the benefit and advantage of said parties to sell said land and divide the proceeds among them.

Ans. The only thing to do is to sell all the property and divide the proceeds. It would have to be divided into eleven parts among the children and grand children and this could never be done equally. The dwelling alone would be worth more than any other equal portion of the land.

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Court question and answer:

"That is all."

Test: Cadmus Dashiell

Marion R. Propst

Plaintiff herewith files to be used as evidence in this cause certified copy of last will and testament of Mary W. Dashiell marked Exhibit "B".

There being no other witnesses produced to me to be examined, I herewith at the request of plaintiff's solicitor return the above deposition 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 8th day of September, 1928.

Marion R. Propst (SEAL)

Special Examiner in Chancery.

Bill of Costs:

| | |
|---|---|
| Marion Propst, Special Examiner | $4.00 |
| Fletcher Webster, witness etc., | 1.07 |
| Cadmus Dashiell " | .75 |
| | $5.82 |

And thereafter to wit, on the 24th day of September, in the year nineteen hundred and twenty-eight, the Circuit Court here passed the following decree in the premises, to wit:

| | |
|---|---|
| William H. Hopkins and another. ) | In Equity, in the Circuit Court |
| Vs. ) | For County, |
| Sarah Wilson et als., ) | No.4065 Chancery. |
| ) | |

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

It is thereupon this 24th day of September, in the year nineteen hundred and twenty-eight 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 George H. Myers and Harry C. Dashiell be, and they are hereby appointed trustees to make such sale; 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 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 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 in cash, on the day of sale, the balance of the purchase money to be paid in two equal semi-annual installments, 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 andsufficient 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 they shall appear to have discharged trust.

Robt. F. Duer,

And thereupon, the said Harry C. Dashiell and Geo. H. Myers, Trustees filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, George H. Myers, 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 firmly bound unto the said State of Maryland, in the full and just sum of Four Thousand Dollars ($4000.00), 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, firmly by these presents, sealed with our seals and dated this 28th day of September, nineteen hundred and twenty-eight.

Whereas the above bounden George H. Myers and Harry C. Dashiell by virtue of a decree of the Circuit Court for Somerset County, in Equity, passed on the 24th day of September, 1928, have been appointed Trustees to sell the property mentioned in the proceedings, in the case of William H. Hopkins and another against Sarah Wilson and others, the same being No.4065 Chancery now pending in said Court.

Now the condition of the above obligation is such that if the above bounden George H. Myers and Harry C. Dashiell do and shall, well and faithfully, perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises relating to the sale of said property, 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 George H. Myers and Harry C. Dashiell have hereunto set their hands and seals 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: Harry C. Dashiell (SEAL)

Herbert A. Holland Geo. H. Myers (SEAL)

Test: Herbert A. Holland American Surety Company of New York,

Test: Corporate Seal. Harry C. Dashiell, Attorney

S.F. Dashiell Earl B. Polk, Countersigner.

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on October 31st, 1928, 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 as aforesaid filed, are in the words following, to wit:

| | | |
|---|---|---|
| William H. Hopkins et al., | ) | No.4065 Chancery, |
| Vs. | ) | Circuit Court for |
| Sarah Wilson et al., | ) | Somerset County, |
| | ) | Maryland. |

To the Honorable, the Judge of the Circuit Court for Somerset County, in Equity.

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

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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 newspaper printed and published in said Somerset County, once a week for three successive weeks before the day of sale, they did pursuant to said notice, attend at the Court House door in Princess Anne, in said County, on Tuesday the twenty-third day of October, nineteen hundred and twenty-eight, at about the hour of two P.M., and did then and there proceed to offer said property for sale by public auction, that is to say, your said Trustees having previously divided said property into three separate parcels, all of which are located in Mt. Vernon Election District in said County, and having advertised said property described in said separate parcels, did offer the first of said parcels for sale by public auction, described as follows:

First: All that tract or parcel of arable land, beginning at the Southwest corner of the lands of Alda Price, in the middle of a ditch and on the North side of the County Road, said Point being indicated by letter "A" on plat exhibited at the sale and filed with this Trustee's report of sales, and runs thence by and with the land of said Price N.1°45'W. 55.6 perches to the land of L.I. Murray, thence with the Murray land the four following courses and distances S.81°W.5.25 perches to a ditch, N.32°W. 2 perches with the ditch, N.23°45'W. 16.6 perches with the ditch, N.26°W. 2.6 perches with the ditch to the land of James Stewart; thence with the land of James Stewart and a ditch S.76°15'W. 15.6 perches to the southwest corner of the said Stewart land, thence S.8°30'E. 69.7 perches to a post on North side of the County Road, thence with the same two courses and distances as follows: S.87°15'E. 6.68 perches; S.85°45'E. 14 perches to the beginning and containing ten and one-tenth acres, more or less. This parcel of land is improved by a two story frame dwelling and outbuildings. And Sarah Wilson was the highest bidder therefor, at and for the sum of fifteen hundred and twenty-five dollars ($1525.00)

Your said Trustees then offered for sale by public auction the second parcel of land mentioned in said advertisement and described as follows:

Second: All that tract or parcel of land beginning on the north side of the County Road at the end of the seventh line of lot No.1, represented on the plat at the letter "B" and runs thence with said seventh line reversed N.8°30'W. 69.7 perches to the Southwest corner of James Stewart's lot, thence with said Stewart's lot N.10°30'W. 21.4 perches to the center of a public road, thence with center of said road W. 1.9 perches, thence with a ditch N.7°45'W. 35.75 perches to a stone on the high river bank, thence, N.7°45'W. 2 perches to the river, thence by and with the said river in a westerly direction to a point at the mouth of a gut which bears S.83° 15' W. 15.9 perches from the end of the last line above, thence with the said gut by a line bearing S.10°30'E. 36 perches to the center of the public road, thence, with the land of Jesse Fisher three courses as follows: S.9°45'E. 26.25 perches with a ditch, S.81°45'W. 8.8 perches with a ditch, S.7°30'E.48.2 perches to a ditch at the land of George W. Johnson; thence with the ditch N.82°30'E. 2.64 perches to the northeast corner of said Johnson land; thence, with the Johnson land S.6°15'E. 17.62 perches to the north side of the County Road; thence with the north side of the County Road, N.84°30'E. 23.72 perches to the beginning, containing 12.7 acres of arable land and 3.4 acres of marsh, more or less. And Jesse W. Fisher was the highest bidder therefor, at and for the sum of sixteen hundred and fifty dollars ($1650.00).

Your said Trustees then offered for sale the third parcel of land mentioned in said advertisement and described as follows:

Third: All that tract or parcel of woodland and marsh land, lying and binding on the South side of the said County Road, opposite the land described above, adjoining the lands of Bertie Jones on the East and Allen Hopkins on the West and containing 20 acres of land more or less, and being part of the land conveyed to said William W. Hopkins by John W. Murrell and wife by the deed of record. And Harold McAllen was the highest bidder therefor at and for the sum

of eight hundred and fifty dollars ($850.00).

Your said Trustees did then pursuant to said advertisement offer by public auction as aforesaid all of the said real estate mentioned in said Chancery Cause for sale as a whole the same being a part of the land which was conveyed to William W. Hopkins by John W. Murrell and wife by deed dated February ninth, eighteen hundred and ninety-seven and recorded among the land records of said Somerset County in Liber No.20, folio 559 and a part of the land which was conveyed to William W. Hopkins and Henrietta F. Hopkins by Henry Murray and wife by deed dated March tenth, eighteen hundred and ninety-eight and recorded as aforesaid in Liber O.T.B.No.23, folio 78, et seq., and Sarah Wilson of said Somerset County was the highest bidder for the whole of said land which included the three aforesaid described parcels of land at the sum of forty-one hundred dollars ($4100.00), and said sum being greater than the aggregate of the three highest bids for the three said parcels of land when offered separately as aforesaid, your said Trustees accepted said bid of said Sarah Wilson for the whole of said property and and said Sarah Wilson was declared the purchaser thereof at said auction by the auctioneer at and for the said sum of forty-one hundred dollars.

But the said Sarah Wilson having failed to comply with the terms of said sale and having admitted to your said Trustees her inability to comply therefor, and having failed to pay or offer to your said Trustees anything on account of the purchase price for said property your said Trustees did thereupon on the twenty-sixth day of October, nineteen hundred and twenty-eight, sell all of said property hereinbefore described at private sale to Jesse W. Fisher of said Somerset County at and for the total sum of thirty-seven hundred and seventy-five dollars ($3775.00), of which said sum the said Fisher has paid to your said Trustees the sum of twenty-two hundred and fifty dollars in cash ($2250.00), and has agreed to pay the balance of fifteen hundred and twenty-five dollars ($1525.00) upon the ratification of said sale to him by this Honorable Court; that your said Trustees have made a serious effort to persuade the separate bidders for the three parcels of land to take the property at their respective bids which would total four thousand and twenty-five dollars, but have been unable to obtain any better offer for said property than the total sum of three thousand, seven hundred and seventy-five dollars and your Trustees believe and represent that this is the best price obtainable for said property and pray therefore a ratification of said sale to said Jesse W. Fisher and of their proceedings herein reported aforesaid.

Respectfully submitted,

Harry C. Dashiell,

Geo. H. Myers,
Trustees.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of October, nineteen hundred and twenty-eight, before me, the subscriber, Clerk of the Circuit Court for said Somerset County, personally appeared Harry C. Dashiell and George H. Myers, Trustees named in the above report of sale and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief and that the sale was fairly made.

In testimony whereof I hereunto set my hand this the day and year above written.

Geo. W. Lawson, Clerk.

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

| | | |
|---|---|---|
| William H. Hopkins, et al., | ) | No.4065 Chancery |
| Vs. | ) | Circuit Court for |
| Sarah Wilson, et al., | ) | Somerset County, |
| | ) | Maryland. |

Ordered, that the sale of the property mentioned in these proceedings made and reported by Harry C. Dashiell and George H. Myers, Trustees, aforesaid, be ratified and confirmed unless

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cause to the contrary be shown, on or before the twenty-seventh day of November next, 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 twenty-sixth day of November, nineteen hundred and twenty-eight.

The report states the amount of sales to be $3775.00.

Geo. W. Lawson, Clerk.

Plat and Description.

The annexed plat represents a parcel of land situate in Mt. Vernon District, Somerset County, Md., belonging to the heirs of W. W. and Henrietta F. Hopkins. The land has been divided into two lots as follows:

Lot No.1. begins at the southwest corner of the land of Alda Price, in the middle of a ditch and on the north side of the county road, represented on the plat at the letter "A" and runs thence by and with the land of said Price, North 1°45'West, 55.6 perches to the land of L.J. Murray, thence with the Murray land the four following courses and distances; South 81°00' West, 5.25 perches to a ditch North 32°00'West, 2 perches with the ditch, North 23°45'West, 16.6 perches with the ditch, North 26°00'West, 2.6 perches with the ditch to the land of James Stewart, thence with the land of James Stewart and a ditch, South 76°15'West, 15.6 perches to the southwest corner of the said Stewart land, thence South 8°30'East, 69.7 perches to a post on the North side of the County road, thence with the same two courses and distances as follows: South 87°15'East, 6.68 perches, South 85°45'East, 14 perches to the beginning, containing 10.1 acres, Lot No.2, begins on the north side of the county road, at the end of the seventh line of lot number one, represented on the plat at the letter "B" and runs thence with said seventh

seventh line reversed, North 8°30'West, 69.7 perches to the southwest corner of James Stewart s lot, thence with said Stewart Lot, North 10°30'West, 21.4 perches to the centre of a public road, thence with centre of said road, West 1.9 perches, thence with a ditch, North 7°45'West, 35.75 perches to a stone on the high river bank, thence North 7°45'West, 2 perches to the river thence by and with the said river in a westerly direction to a point at the mouth of a gut, which bears South 83°15'West, 15.9 perches from the end of the last line above, thence with the said gut by a line bearing South 10°30'East, 36 perches to the centre of the public road, thence with the land of Jesse Fisher three courses, as follows, South 9°45'East 26.25 perches with a ditch, South 81°45'West, 8.8 perches with a ditch, South 7°30'East, 48.2 perches to a ditch at the land of George W. Johnson, thence with the ditch North 82°30'East, 2.64 perches to the northeast corner of said Johnson land, thence with the Johnson land, South 6°15'East, 17.62 perches to the north side of the county road, thence with the north side of the county road, North 84°30'East, 23.72 perches to the beginning, containing 12.7 acres of arable land and 3.4 acres of marsh.

Surveyed September 24th, 1928.

Earle B. Polk,
Surveyor.

And now at this day, to wit, on the 30th day of November, in the year nineteen hundred and twenty-eight, 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:

| | | |
|---|---|---|
| William H. Hopkins et als., | ) | No.4065 Chancery |
| Vs. | ) | In the Circuit Court |
| Sarah Wilson et als., | ) | For Somerset County, |
| | ) | In Equity. |

Ordered by the Circuit Court for Somerset County, in Equity, this 30th day of November, nineteen hundred and twenty-eight, that the sale made and reported by the Trustees aforesaid be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the auditor.

And since it further appears that Harry C. Dashiell, the Auditor of this Court, is one of the solicitors for the plaintiff in this cause and by reason thereof cannot state the account herein, it is therefore further ordered that L. Creston Beauchamp be, and he is hereby appointed Special Auditor to state the account in the above entitled cause.

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: J. Millard Lawes ,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, being the 2nd day of the same month, in the year of our Lord one thousand nine hundred and thirty-one.

Were present,

Hon, John R.Pattison, Chief Judge.
Hon.Joseph L. Bailey, Asso, Judge.
Hon. Robert F. Duer, Asso. Judge.
J. Millard Tawes, Clerk.

Luther Daugherty, Esq., Sheriff.

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

" " " "

is here made and they are hereby made a part hereof.

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 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 its 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 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 Star of Marion Lodge No.30 Knights of Pythias 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 personal representatives or assigns, or for Gordon Tull, 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 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, 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 its 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 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 existence of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least Eight Hundred dollars, and to cause the policy to be effected thereonto be so framed or

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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 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 corporate seal of said Star of Marion Lodge No.30, Knights of Pythias and the signature of George W. Tilghman, the President thereof the day and the year first above written

Test: Geo. W. Tilghman (SEAL)
E. A. Robinson, Seal of Lodge. President of Star of Marion Lodge No.30, Knights of Pythias.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of November, in the year nineteen hundred and twenty-one, before me, the subscriber, a Notary Public, duly commissioned sworn &c, of the State of Maryland, in and for Somerset County aforesaid residing at Marion, George W. Tilghman president of the Star of Marion Lodge No.30, Knights of Pythias, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed, and also the act and deed of the said Star of Marion Lodge No.30, Knights of Pythias, incorporated, and at the same time and place also personally appeared before me Gordon Tull, agent of the mortgagee, E. S. Adkins & Company 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 also made oath that he is the duly authorized agent of the said mortgagee for the purpose of making this affidavit.

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 December 6th, 1921, and recorded in Liber W.J.S.No.83, folio 76, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment.

E. S. Adkins & Company, a Delaware corporation, hereby assigns the within mortgage to John B. Robins for the purpose of foreclosure.

As witness the corporate seal of E. S. Adkins & Company and the signature of its President attested by its Secretary, this 14th day of January, 1931.

Attest: Corporate Seal. E. S. Adkins & Company,
Harry C. Adkins, Secretary. By Fred R. Adkins, President.

Filed for record January 20th, 1931, and recorded in Liber G.W.L.No.83, folio 76,

Test: J. Millard Eawes, Clerk.

And thereupon the said John B. Robins, Assignee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, John B. Robins, of Somerset County and State of Maryland, as principal, and United States Fidelity and Guaranty Company, a corporation 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, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns jointly and sever-

ally firmly by these presents, sealed with our seals and dated this twenty-fourth day of January, Nineteen Hundred and thirty-one.

Whereas, under and by virtue of a power of sale contained in a mortgage from The Star of Marion Lodge No.30, Knights of Pythias to E. S. Adkins and Company, and recorded among the Mortgage Records of Somerset County, State of Maryland, which said mortgage has been duly assigned to John B. Robins, Assignee, for the purpose of collection and foreclosure, and the said Assignee is about to sell the property mortgaged as is evidenced by No.4302 on the Chancery Docket for Somerset County.

Now the condition of this obligation is such, That if the above bounden John B. Robins, do and shall well and faithfully perform and execute his duty as Attorney to sell the mortgaged property and shall abide by and perform in all things any order or decree of the Circuit Court, aforesaid that may be passed in the premises, then this olbigation to be void otherwise to be and remain in full force and virtue in law.

Test: John B. Robins (SEAL)

A. R. Jones

Corporate Seal.

United States Fidelity and Guaranty Company.

By: Frederick E. Gardner, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 17th day of February, in the year Nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| John B. Robins, Assignee, | ) | |
| | ) | No.4302 Chancery |
| Under a trust created by a mortgage to E. S. Adkins & Co., a Delaware corporation, from The Star of Marion Lodge No.30, Knights of Pythias, a fraternal Maryland Corporation, assigned to him for the purpose of foreclosure. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland, in Equity. |
| | ) | |

To the Honorable, the Judges of said Court:

The report of John B. Robins, Assignee under a mortgage to E. S. Adkins & Co., a Delaware corporation from The State of Marion Lodge No.30, Knights of Pythias, a fraternal Maryland corporation, for the purpose of foreclosure, said mortgage bearing date the 26th day of November, 1921, and recorded among the land records of Somerset County, in Liber W.J.S.No.83, folio 76 etc., respectfully represents:

That after having given bond with approved security as required by law and the rules of this Court, for the faithful performance of the trust, and having required with all the other requirements as required by law and the terms and conditions of said mortgage, and having given the required notice of the time, place, manner and terms of sale, by advertisements in The Crisfield Times, a newspaper published in Somerset County, Maryland, for at least twenty days notice before the day of sale, he did, pursuant to said notice, attend in front of the door of The Farmers Bank of Somerset County, in Marion, Somerset County, Maryland, on Saturday, February 14, 1931, at or about the hour of 2 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 parcel of land with the improvements thereon, situate, lying and being in the Town of Marion, Somerset County, Maryland, in Lawson's District, and on the south-west side of the County Road leading from Marion to Tulls Corner, and further described as follows: Being one-half of all that lot of land conveyed by Harding P. Tull and Edward Stephens et al

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to the Union Parsonage Trustees, etc., by deed bearing date the 11th day of April, 1921, and duly recorded among the land records of Somerset County, in Liber W.J.S.No.84, folio 380 etc., fronting on said road a distance of fifty (50) feet and with a depth of four hundred nine (409) feet, and being the same lot or parcel of land described in a deed from the said Union Parsonage Trustees, etc., to the said Star of Marion Lodge No.30 Knights of Pythias, a fraternal Maryland corporation as aforesaid, bearing date the 25th day of June, 1921, and duly recorded in the aforesaid land records in Liber W.J.S.No.84, folio 575 etc., as well as by a confirmatory deed from the said grantor to the said grantee made the 21st day of November, 1921, and duly recorded as aforesaid in Liber W.J.S.No.85, folio 127 etc., which said land was improved by a two story, frame building, occupied by the Knights of Pythias Lodge No.30 and for entertainment purposes, to all of which said deeds and records special reference is here made and they are hereby made a part hereof, for a more accurate description of the real estate herein reported and sold.

And the said Assignee, as aforesaid, sold the same to "E.S. Adkins & Co." a Delaware corporation, with its principal place of business in Salisbury, Maryland, at and for the sum of Four Hundred, Seventy-five Dollars ($475.00), and the said purchaser has complied with the terms of sale by paying cash.

And the said Assignee as aforesaid, brings into this 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 under said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of February, 1931, 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 named in the foregoing report of sale, and he made oath in due form of law that the matters and things stated in said report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Seal of Notary.

Benson W. Sterling,
Notary Public.

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

| | |
|---|---|
| John B. Robins, Ex Parte, | No.4302 Chancery |
| Under trust created by assignment of mortgage for purpose of foreclosure from E. S. Adkins & Co., a Delaware Corporation, mortgagee, against The Star of Marion Lodge No.30 Knights of Pythias, a fraternal Maryland corporation, mortgagor. | 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 17th day of February 1931, that the report of John B. Robins, 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 before the 20th day of March, 1931, 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 18th of March, 1931.

The report states the amount of sale to be $475.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 21st day of March, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as 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 21st day of March, 1931, prdered by the Circuit Court for Somerset County, Maryland, in Equity, that the report of John B. Robins, Assignee under 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: J. Millard Lawes, Clerk

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| In the Matter of the trust created by a certain mortgage from William H. Dennis and Sadie Dennis, his wife, and Ida M. Dennis to Sidney C. Dennis.<br>James M. Crockett, Assignee for foreclosure.<br>No.4308 Chancery. | Be it remembered that heretofore to wit, on the 31st day of January, in the year nineteen hundred and thirty-one, a certain James M. Crockett, in his proper person exhibited and filed in the Circuit Court |

here a certain mortgage executed and delivered to Sidney C. Ennis by a certain Wm. H.Dennis and wife and Ida M. Dennis, of Somerset County and state of Maryland, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this third day of December, in the year nineteen hundred and twenty-eight by William H. Dennis and Sadie Dennis, his wife, of Somerset County, Maryland, and by Ida M. Dennis formerly of Somerset County, but now residing at Ridley Park, Pennsylvania, witnesseth: Whereas, That the said William Dennis and Sadie Dennis, his wife, and the said Ida M. Dennis, are indebted unto Sidney C. Ennis of Somerset County, Maryland, in the just and full sum of Ten Hundred and Sixty Dollars ($1060.00) for the purchase money for the hereinafter described lands, and have given therefor unto the said Sidney C. Ennis their bill obligatory for the said principal sum, of even date herewith, payable to the said Sidney C. Ennis, his personal representatives and assigns, one year after date, with interest from date, payable semi-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 as and for a purchase money mortgage.

Now, therefore, this Mortgage witnesseth, That for and in consideration of the premises and of the sum of one dollar, the said William H. Dennis and Sadie Dennis, his wife, and the said Ida M. Dennis do hereby grant and convey unto the said Sidney C. Ennis, his heirs and assigns, all those lots tracts and parcels of land situate, lying and being in Brinkley's District, Somerset County, Maryland, and further described as follows:

Lot No.1. Being a lot of land, consisting of five acres, more or less, which was conveyed unto John Dennis by Chas. C. Wetherall and wife by deed dated March 7th, 1894, and recorded in Liber H.F.L.No.14, folio 293, and by said Dennis and wife conveyed to James H. Johnson by deed of mortgage, and by said Johnson conveyed to Hester Dennis by deed dated June 25th, 1898, and recorded in Liber O.T.B.No.23, folio 493, and afterwards by Gordon Tull, trustee, sold at public sale and conveyed to Ida M. Dennis by deed executed and recorded evenly herewith.

Lot No.2. All that lot of land on the county road leading from Rehoboth Acdy. to Kingston, containing five acres of land, more or less, conveyed to John Dennis by deed from Robt.W. Powell, dated Nov.29th. 1911, and recorded in Liber S.F.D.No.59, folio 303, and sold at public

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sale by Gordon Tull, trustee, and by him conveyed to William Dennis by deed intended to be executed and recorded evenly herewith.

Lot No.3. All that lot of land containing five acres, more or less, being a part of the "Schofield Farm" conveyed to Hester Dennis by deed from Sidney C. Ennis and wife, dated November 27th, 1917, and recorded in Liber W.J.S.No.73, folio 496, and sold at public sale by Gordon Tull, trustee and by him conveyed to said William Dennis by deed intended to be executed and recorded evenly herewith.

Lot No.4. All that lot of land near the County Road leading from Carrolls corner to the County road leading from Rehoboth to Kingston, containing five acres of land more or less,which was conveyed unto William Dennis by deed from Henry I. Powell and wife dated November 5th,1917, and recorded in Liber W.J.S.No.73, folios 432 &c, hereby referred to and made a part hereof for a fuller description.

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 tenpr 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 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, 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 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 commission allowed trustees for making sale pf 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 mort-

gaged 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least One Thousand dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgage 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.

Witness the hands and seals of said mortgagors.

Test: William Dennis (SEAL)

Gordon Tull Sadie Dennis (SEAL)

as to Wm. Dennis and wife. Ida M. Dennis (SEAL)

Test: William H. Given, Jr.,
as to Ida M. Dennis.

State of Maryland, Somerset County, to wit:

I hereby certify, That on this third day of December, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public, of the State of Maryland in and for Somerset County aforesaid, personally appeared William Dennis and Sadie Dennis, his wife, two of the mortgagors named in the foregoing mortgage and each respectively 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, agent of Sidney C. Ennis, 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.

As witness our hands and Notarial Seal the day above mentioned.

Seal of Notary. Vernon E. White,

Notary Public.

State of Pennsylvania, Delaware County, to wit:

I hereby certify that on this 3rd day of December, in the year nineteen hundred and twenty-eight, before me the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County, aforesaid, personally appeared Ida M. Dennis, one of the within and aforemention mortgagors and acknowledged the the above and foregoing mortgage to be her act and deed.

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

Seal of Notary. William H. Given, Jr.,

Notary Public.

Notary Public, My Commission Expires March 7, 1931.

Received for record December 4th, 1928, and recorded in Liber G.W.L.No.95, folio 596, one of the Land Records of Somerset County.

Per Geo. W. Lawson, Clerk.

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Assignment.

We hereby assign the within mortgage to James M. Crockett for the purpose of foreclosure.

As witness our hands and seals this twenty-sixth day of January, 1931.

Witness: Sidney B. Ennis (SEAL)

Edgar Fontaine James M. Crockett (SEAL)
Executors of Sydney C.Ennis, late of Worcester County, Maryland, deceased.

Filed for record January 31st, 1931, and recorded in Liber G.W.L.No.95, folio 596,

Test: J. Millard Tawes, Clerk.

And thereupon the said James R. Crockett, Assignee 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, as principal, and New Amsterdam Casualty Company, a corporation, as 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 heirs executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of February in the year nineteen hundred and thirty-one.

Whereas, the above bounden James M. Crockett, under and by virtue of the power of sale contained in a mortgage from William H. Demnis and Sadie Dennis, his wife, and Ida M. Dennis to Sidney C. Ennis, dated the third day of December, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L.No.95, folio 596, which said mortgage was by James M. Crockett and Sidney B. Ennis as the executors of the last will and testament of said Sidney C. Ennis, late of Worcester County, deceased, duly assigned to the said James M.Crockett for the purpose of foreclosure, defaults having occurred under the terms, covenants and conditions of said mortgage, is about to sell the lands in said mortgage conveyed or so much thereof as may be necessary for the payment of the indebtedness secured by the said mortgage.

Now the condition of the above obligation is such, that if the above bounden James M. Crockett, do and shall well and faithfully abide by and fulfill any and all orders or decrees of the Circuit Court for Somerset County, Maryland, sitting in equity, or of any other 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 James M. Crockett has hereunto set his hand and seal, and the said New Amsterdam Casualty Company, a corporation as aforesaid, has caused these presents to be duly signed for it and in its name and its corporate seal to be hereto affixed by James M. Crockett, its agent and attorney-in-fact, on the day and year first above written.

James M. Crockett (SEAL)

Corporate Seal.

New Amsterdam Casualty Company

Signed, sealed and delivered in the presence of

By James M. Crockett, its Agent and Attorney-in-fact.

Edgar Fontaine

Which said bond waw thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 24th day of February, in the year nineteen hundred and thirty-one, 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 by a certain mortgage from William H. Dennis and Sadie Dennis, his wife, and Ida M. Dennis to Sidney C. Ennis. James M. Crockett, assignee for foreclosure. | ) ) ) ) ) | In the Circuit Court For Somerset County, Maryland, No.4308 Chancery. |

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 William H. Dennis and Sadie Dennis, his wife, and Ida M. Dennis to Sidney C. Ennis, dated the third day of December, 1928 and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L.No.95, folio 596, which said mortgage was by James M. Crockett and Sidney B. Ennis, as executor of the said Sidney C. Ennis, deceased, duly assigned to the said James M. Crockett for the purpose of foreclosure, defaults 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 and terms 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, the said James M. Crockett, pursuant to said notice, did attend at the time and place of sale advertised, that is to say, at the Court House door in Princess Anne, Somerset County, Maryland, on Saturday, the twenty-first day of February, 1931, at eleven o'clock A.M., and did then and there proceed to sell at public auction one of the parcels of real estate in said mortgage conveyed, in manner following, that is to say: he offered for sale as aforesaid the property described in the first item of said mortgage, being all that lot, tract or parcel of land situate, lying and being in Brinkley's District, Somerset County, Maryland, consisting of five acres, more or less, which was conveyed unto John Dennis by Charles C. Wetherall and wife, by deed dated March 7, 1894, and recorded in Liber H.F.L.No.14, folio 293, and by said Dennis and wife conveyed to James H. Johnson by deed of mortgage, and by said Johnson conveyed to Hester Dennis by deed dated June 25,1898, and recorded in Liber O.T.B.No.23, folio 493, and afterwards by Gordon Tull, Trustee, sold at public sale and conveyed to Ida M. Dennis by deed executed and recorded on the third day of December, 1928, and sold the same to William H. Dennis, at and for the sum or purchase price of five hundred and twenty-five dollars ($525.00) he being then and there the highest bidder therefor at the sum named, and the said William H. Dennis has complied with the terms of said sale by executing and delivering to the said James M.Crockett as such assignee his bill obligatory for the said purchase price of five hundred and twenty-five dollars ($525.00) payable upon the ratification of said sale by this Court.

All of which is respectfully submitted.

James M. Crockett,
Assignee for the purpose of foreclosure.

State of Maryland, Worcester County, to wit:

I hereby certify that on this twenty-third day of February, in the year nineteen hundred and thirty-one, 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

Fitzgerald Crockett,
Notary Public.

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

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| In the matter of the trust created by a certain mortgage from William H.Dennis and Sadie Dennis, his wife, and Ida M.Dennis to Sidney C. Ennis. James M. Crockett, assignee for foreclosure. | ) | In the Circuit Court For Somerset County, Maryland. No.4308 Chancery. |

Ordered that the sale made and reported by James M. 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 31st day of March, 1931, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 30th day of March, in the year nineteen hundred and thirty-one.

The report states the amount of sale to be $525.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 14th day of April, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 14th day of April, 1931, that the sale made and reported by James M. Crockett, assignee as set forth in the aforegoing 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; and the assignee 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: J. Millard Tawes ,Clerk.

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|---|---|---|
| Clarence P. Lankford, Ex Parte. Trust created by mortgage from Nicholas S. Riggin to George S. Tull. No.4311 Chancery. | ) Geo.S.Tull of Somerset County & State ofMd by | Be it remembered that heretofore to wit, on the 4th day of February, in the year nineteen hundred and thirty-one, a certain/Clarence P. Lankford, in his proper person exhibited and filed in the Circuit Court here a certain mortgage exe- |

cuted and delivered to George S. Tull by a certain Nicholas S. Riggin of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 15th day of April, in the year nineteen hundred and sixteen, by Nicholas S. Riggin, of Somerset County, in the State of Maryland, Whereas the said Nicholas S. Riggin has this day borrowed from George S. Tull, of said County and State, the sum of Three Hundred Dollars ($300.00), and has executed and delivered unto the said George S. Tull, his bill obligatory for said sum of Three Hundred Dollars ($300.00) dated evenly herewith, payable one year 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 Nicholas S. Riggin 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 Nicholas S. Riggin has granted and by these presents

does grant and convey unto the said George S. Tull, his heirs and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, and State of Maryland, on the West side of Somerset Avenue, fronting sixty-three feet on said Somerset Avenue, and running back a distance of two hundred and fifty feet, adjoining the property of Horace Riggin on the North and the property of Mary N. Riggin on the South, the same being all the real estate and premises conveyed unto the said Nicholas S. Riggin by Elisha T. Riggin and Mary N. Riggin, his wife, by deed bearing date the twentieth day of January in the year nineteen hundred and sixteen, and recorded among the Land Records of Somerset County in Liber W.J.S No.70, folio 255 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 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, 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 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 Nicholas S. Riggin 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 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 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 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 stopped or stayed unless all of said costs, fees and commissions shall first be paid, and in

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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.

Witness the hand and seal of said mortgagor.

Test: Nicholas S. Riggin (SEAL)

William A. Britton

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of April, 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 Nicholas S. Riggin 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 Gordon S. Tull, 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 mortgagor, his Agent or Attorney, or any personfor the said mortgagor, 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 mortgagor, or any person or him during the existence of this mortgage.

William A. Britton, J.P.

Received for record April 17th, 1916, and recorded in Liber W.J.S.No.69, folio 490 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said Clarence P. Lankford, Attorney 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 Edward P. Wyatt and Lorie C. Quinn, Sr., 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 Six 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 and administrators, jointly and severally, firmly, by these presents, sealed with our seals, and dated this 3rd day of February, in the year nineteen hundred and thirty-one.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Nicholas S. Riggin to George S. Tull, dated the fifteenth day of April, in the year nineteen hundred and sixteen, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.69, folio 490 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)

Lorie C. Quinn, Jr., Edward P.Wyatt (SEAL)

Lorie C. Quinn,Sr., (SEAL)

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 18th day of February, in the year nineteen hundred and thirty-one, 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.4311 Chancery |
| | ) | In the Circuit Court |
| Trust created by mortgage from Nicholas S. Riggin to George S. Tull | ) | 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 and by virtue of a mortgage from Nicholas S. Riggin to George S. Tull, bearing date the fifteenth day of April, in the year nineteen hundred and sixteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.69, folio 490 etc, and duly authorized by said mortgage (default having occurred in the covenants and conditions of said mortgage) 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 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 said Somerset County, for 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 fourteenth day of February, nineteen hundred and thirty-one, 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 described and conveyed in said mortgage, 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 the Town of Crisfield, Somerset County, in the State of Maryland, on the West side of Somerset Avenue, fronting sixty-three feet on said Somerset Avenue, and running back a distance of two hundred and fifty feet, being the same and all the real estate and premises conveyed unto the said Nicholas S. Riggin by Elisha T. Riggin and Mary N. Riggin, his wife, by deed bearing date the twentieth day of January, in the year nineteen hundred and sixteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.70, folio 255 etc, and also fully described in said mortgage, whereupon George S.Tull, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Four Hundred Dollars ($400.00) and said purchaser has complied with the terms of said sale to the satisfaction of your attorney.

And your attorney has distributed the proceeds of said sale as follows:

| | | |
|---|---|---|
| By whole amount of sales | | $400.00. |
| To costs and expenses: | | |
| To advertising sale and order nisi | $20.00 | |
| To State and County Taxes | 14.83 | |
| To Crisfield Municipal Taxes | 63.51 | |
| To Clerk's fees, including record, | 10.50 | |
| To auctioneer | 3.00 | |
| To Solicitor | 10.00 | |
| To Commissions | 32.00 | |
| Balance of this fund to George S. Tull, mortgagee, on account of mortgage debt, per mortgage filed in this cause. | 246.16 | $400.00. |

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Statement of mortgage debt due George S. Tull, mortgagee, per mortgage filed in this cause:

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|---|---|
| Amount of mortgage debt. | $300.00 |
| Interest from January 1st, 1930 to day of sale, | 20.20 |
| Total amount due the day of sale, | $320.20 |
| Less amount allowed as above | 246.16 |
| Balance due on said mortgage debt | $ 74.04 |

And your attorney prays the ratification of said sale, and of the distribution of the proceeds thereof by him made.

Respectfully submitted.

Clarence P. Lankford,
Attorney named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this day of February, in the year nineteen hundred and thirty-one, 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.

J. Millard Tawes, Clerk.

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

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|---|---|
| Clarence P. Lankford, Ex parte. | No.4311 Chancery |
| Trust created by mortgage from Nicholas S. Riggin to George S. Tull. | In the Circuit Court For Somerset County. |

Ordered by the Circuit Court for Somerset County, this 18th day of February, nineteen hundred and thirty-one, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Nicholas S. Riggin to George S. Tull, 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 March, nineteen hundred and thirty-one, provided a copy of this order be inserted in some newspaper publichsed in Somerset County, Maryland, once in each of three sudcessive weeks before the 21st day of March, nineteen hundred and thirty-one.

The report states the amount of sales to be $400.00.

Robt. F. Duer, Judge.

And now at this day to wit, on the 4th day of April, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order, to wit:

| | |
|---|---|
| Clarence P. Lan kford, Ex parte. | No. Chancery |
| Trust created by mortgage from Nicholas S. Riggin to George S. Tull. | In the Circuit Court For Somerset County. |

Ordered by the Circuit Court for Somerset County, this 4th day of April, nineteen hundred and thirty-one, that the sale of property, mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney, named in a mortgage from Nicholas S. Riggin to George S. Tull, 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.

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. Millard Tawes, Clerk.

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|---|---|
| Charles W. Held, Assignee under a Mortgage from Charles E. Murphy and Emma Murphy, his wife, to the Federal Land Bank of Baltimore, Inc., Ex Parte. No.4310 Chancery. | Be it remembered that heretofore, to wit, on the 3rd. day of February, in the year nineteen hundred and thirty-one, The Federal Land Bank of Balti- |

more, of Baltimore County, and State of Maryland, by Charles W. Held, in his proper person, exhibited and filed in the Circuit Court here, a mortgage executed and delivered to The Federal Land Bank of Baltimore, by a certain Charles E. Murphy and Emma Murphy of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this seventeenth day of April, in the year One Thousand Nine Hundred and twenty-two, by and between Charles E. Murphy and Emma Murphy, his wife, of Somerset County, in the State of 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 Fifteen Hundred Dollars ($1500.00) 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 the said Bank, a promissory note, dated on the first day of April, 1922, for said principal sum of Fifteen Hundred Dollars, with interest thereon at the rate of six per centum, per annum, payable to the order of said Bank in Sixty-five semi-annual payments of Fifty-two Dollars and Fifty cents each and a final payment of Forty-three Dollars and Seventy-nine cents, said payments 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 unto the said The Federal Land Bank of Baltimore, its successors and assigns, the following described property, to wit: All that farm and tract of land situate, lying and being in Dublin Election District, Somerset County, Maryland, binding on the westerly side of the county road leading from Wellington to Pocomoke City adjoining the lands of C. H. Reynolds, George Dryden and others, and described as follows:

Beginning for the same at a marked Red Oak Tree standing on the line of said Co's (grantors) land and the lands of Scott Brothers, and running thence with the lands of the said Scott Bros., N.47½ deg.E. 80 po. by and with a line of marked trees to a post at the corner of a ditch, thence with the said ditch N.43 deg.E. 25½ po., thence N. 64½ deg. W. 24.66 po. to a lead ditch; thence by and with the said leading ditch N.67½ deg. E. 112 po., thence N.70 deg.E. 20 po., thence S. 52 deg. E. 10.88 po. to the County Road, thence along said Road S. 24½ deg.E. 78.81 po. to a ditch; which is the dividing line of the land of Geo. Dryden; thence along the centre of said ditch S.70½ Deg. W. 140 po., thence S.72 deg.W.

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13.36 po. thence S.71 deg. W. 46 po., thence N.68 deg.W. 32½ po.to the place of beginning, and containing in all ninety and three fourths acres of land, more or less. Being the same land that was conveyed to said Charles E. Murphy by deed from Allie C. Weade and wife, dated the 5th day of February, 1920, and recorded among the land records of said county in Liber W.J.S. No.80, folio 100.

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 highest rate allowed by this State, 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 therefor shall become subject to the lien 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, and on 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 substantially different purposes from those for which it was obtained, or shall by neglect per-

mit 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 in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty-five dollars and a commission to the party making sale of said property, of 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 if at any time after the execution, delivery and recordation of this mortgage, the Bank shall be impleaded or made a party to any suit or legal proceeding of any kind whatsoever, to subject the land hereby conveyed to the payment of liens or charges of any kind thereon, and in such proceeding it becomes necessary in the discretion of the Bank to retain and employ an attorney for the proper representation and protection of its interests, the said Bank shall be entitled to recover of the mortgagor the attorney's fee and commissions hereinabove provided, for fixed and allowed in cases of foreclosure by the Bank, which said attorney's fee and commissions shall attach, and become immediately due upon the institution of such proceedings and retention and employment of an attorney by the Bank, and in either case shall become a part of the debt and demand secured to be paid by this mortgage and fully covered and protected by the lien thereby created.

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 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 of the 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 said party of the first part has heretofore give, made or granted to any person or corporation any option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right or rights, or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option,

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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 privilege 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 privilege 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 thereafter 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 subsurface or 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 existence 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 six hundred dollars and to cause the policy to be affected thereon, to be so framed or endorsed, as in the case of fire, to enture to the benefit of the said Mortgagee, its successors or assigns to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage 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.

Test: Charles E. Murphy (SEAL)

Vernon E. White Emma Murphy (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of April, 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 the County aforesaid, personally appeared Charles E. Murphy and Emma Murphy, 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 1, 1922.

Received for record April 18th, 1922, and recorded in Liber W.J.S.No.85, folio 490 etc, one of the Land Records of Somerset County,

Per: W. Jerome Sterling, Clerk.

Assignment.

For value received The Federal Land Bank of Baltimore does hereby assign the within and aforegoing mortgage to Charles W. Held, Assignee, for the purpose of foreclosure and collection.

As witness the hand of the President of The Federal Land Bank of Baltimore, duly attested by the Assistant Secretary with the corporate seal affixed this 31st day of January, 1931.

Vulosko Vaiden, President.

Attest:

Milton K. Hill,
Assistant Secretary.

Corporate Seal.

Filed for record February 3rd, 1931, and recorded in Liber W.J.S.No.85, folio 493,

Test: J. Millard Tawes, Clerk.

And thereupon the said Charles W. Held, Assignee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Charles W. Held of Towson, Baltimore County, Maryland, as principal, 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 Fifteen Hundred 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 20th day of February, in the year nineteen hundred and thirty-one.

Whereas the above bounden Charles W. Held, as assignee, by virtue of the power contained in a mortgage from Charles E. Murphy and Emma Murphy, his wife, to The Federal Land Bank of Baltimore, a corporation etc., dated April 17th, 1922, and duly recorded in Liber W.J.S.No. 85, folios 490 etc., is about to execute the trust reposed in him as assignee in said mortgage by foreclosing the same (default having occurred under the covenants therein), and in execution of said trust, has filed the same for foreclosure in suit No.4310 on the Chancery docket in the Circuit Court for Somerset County.

Now, therefore, the condition of the above obligation is such that if the above bounden Charles W. Held 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 Court in the premises, then the above obligation shall be void, otherwise to remain in full force and virtue in law.

As witness the hand and seal of the said Charles W. Held, principal and the signature of the United States Fidelity and Guaranty Company a corporation, executed by Gordon Tull, attorney in fact for said corporation, and by virtue of power and authority contained in their duly recorded power of attorney, with the seal of said corporation.

Test: as to Chas. W. Held.

M. Giacoma

Test: as to Gordon Tull

Kathleen Ford

Charles W. Held (SEAL)

United States Fidelity and Guaranty Company.

By Gordon Tull,
Attorney in fact under power.

Corporate Seal

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 3rd day of March, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Charles W. Held, Assignee under a Mortgage from Charles E. Murphy and Emma, his wife, to The Federal Land Bank of Baltimore, Inc., Ex Parte. | ) ) ) ) | No.4310 Chancery In the Circuit Court For Somerset County. |

To the Honorable, the Judge of said Court:

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The Report of Charles W. Held, assignee under a mortgage from Charles E. Murphy and Emma Murphy, his wife, to the Federal Land Bank of Baltimore, Inc., dated April 17th, 1922, and recorded in Liber W.J.S.No.85, folio 490 etc., to make sale of the real estate mentioned therein, respect fully shows:

That after giving bond, with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the power contained in said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in Somerset News, a weekly newspaper printed and published in Somerset County, for four successive weeks, and more than twenty two days before the said sale, he did, pursuant to said notice, as well as to poster notices at the Court House Door and elsewhere, attend at the Court House door in Princess Anne, Maryland on Tuesday, March 3rd, 1931, at the hour of 11 o'clock A.M., and then and there proceed to sell said property mentioned in said mortgage, in the manner following, that is to say:

Your Assignee offered at public auction sale, to the highest bidder therefor, on terms of one third cash, balance upon final ratification of sale, etc., the property mentioned in said mortgages, situate, lying and being in Dublin District, Somerset County, Maryland, containing 90 3/4 acres of land, more or less, and being the same land that was conveyed to said Charles E. Murphy by deed from Allie C. Weade and wife, dated the 5th day of February, 1920, and recorded among the land records of said county in Liber W.J.S.No.80, folio 100 to which said deed reference is here made and it is hereby made a part hereof for a fuller description of the land hereby sold.

Improved by a Main Dwelling, main Barn, and other farm outbuildings, and 75 acres of the land being arable and 15 wood and good timber.

And your Assignee sold the above described property to the mortgagee, the Federal Land Bank of Baltimore, Inc., at and for the sum of Twelve Hundred Dollars ($1200.00), it being then and there, the highest best and only bidder therefor, and the said purchaser with all the terms and conditions of sale, and paid the cash therefor.

And as the said property did not sell for enough to pay the said mortgage indebtedness with costs of foreclosure, taxes, interest, etc., your assignee has audited the proceeds of sale in this report and prays your Honor to ratify with the said report of sale, the statement and audit of the distribution of the proceeds of the sale thereof as follows:

Whole amount of Mortgage Indebtedness, with interest, due:

| | | |
|---|---|---|
| Foreclosure Expenses, etc., | | $1434.91 |
| Court expenses and other costs, | $25.00 | |
| Bond of Assignee, | 10.00 | |
| Auctioneer, | 5.00 | |
| Advertising Sale and Order Nisi, | 26.5- | |
| Taxes for 1929 and 1930 | 76.40 | |
| Trustees Commissions, per rule, | 84.00 | |
| Total foreclosure expenses, etc., | $226.90 | |
| Whole amount of Mortgage, with interest and costs, | | $1661.81 |
| Less total amount of sales for property, | | 1200.00 |
| Leaves a deficieny due, and unpaid on mortgage of | | $461.81 |

Respectfully submitted,

Charles W. Held, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 3rd day of March, in the year 1931, before me the subscriber Clerk of the Circuit Court for Somerset County, personally appeared, Charles W. Held, the assignee named in the aforesaid mortgage and report of sales, and made oath in due form of law

that the matters and things set forth in the above report of sales and distribution is true as therein set forth and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Charles W. Held, Assignee under a mortgage | ) | No.4310 Chancery |
| from Charles E. Murphy and Emma Murphy, his wife, | ) | In the Circuit Court |
| to the Federal Land Bank of Baltimore, Inc., | ) | For Somerset County: |
| Ex Parte. | ) | |

Ordered by the Circuit Court for Somerset County, in equity, this 3rd day of March, 1931 that the sale of the property mentioned in these proceedings and the distribution of the proceeds of sale made in said report of sales, made and reported by Charles W. Held, Assignee, under a power in said mortgage to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of April, 1931, Provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, once in each of three successive weeks before the 30th day of March, next.

The report states the amount of sales to be $1200.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 9th day of April, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order, to wit:

| | | |
|---|---|---|
| Charles W. Held, Assignee under a | ) | No.4310 Chancery |
| Mortgage from Charles E. Murphy and Emma | ) | In the Circuit Court |
| Murphy, his wife, to the Federal Land | ) | For Somerset County. |
| Bank of Baltimore, Inc., Ex Parte. | ) | |
| | ) | |

Ordered by the Circuit Court for Somerset County, in Equity, this 9th day of April, 1931, that the report of sale with the distribution of the proceeds of said sale made in said report, made and reported by Charles W. Held, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the said assignee and trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for.

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. Millard Tawes, Clerk.

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W. R. Whittington & Son, and
W. Rowe Whittington.

Vs.

Mary P. Lankford, Lee Lankford, Catherine Lankford, and Mary P. Lankford, Executrix.

) Be it remembered that heretofore, to wit, on the 11th day of October, in the year nineteen hundred and thirty, a certain W. R. Whittington & Son and W. Rowe Whittington, by H. Fillmore Lankford, his solicitor exhibited and filed in the Circuit Court here a

bill of complaint against Mary P. Lankford, Lee Lankford, Catherine Lankford and Mary P.Lankford, Executrix, which said bill of complaint is in the words following, to wit:

In the Circuit Court for Somerset County, Maryland, in Equity:

W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, and W. Rowe Whittington.

Vs.

Mary P. Lankford, Lee Lankford and Catherine Lankford, and Mary P. Lankford, as Executrix of Warren L. Lankford, deceased.

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

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

The Plaintiffs, W. Rowe Whittington, and R. Brice Whittington, partners trading as W.R. Whittington & Son, and W. Rowe Whittington, who sue as well for themselves as for all other creditors of Warren L. Lankford, late of Somerset County, deceased, who will come in and contribute to the costs and expenses of this suit, complaining, say:

1st. That the said Warren L. Lankford died in the year 1930, and that at the time of his death, the said Warren L. Lankford was indebted to the said W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, on a judgment rendered in the Circuit Court for Somerset County, in favor of the said W. R. Whittington & Son, against the said Warren L. Lankford and Mary P. Lankford, his wife, and Lee Lankford, on the 9th day of August 1928, for the sum of five hundred dollars with interest from date, fifty dollars, collection charges, and seven dollars, costs of judgment, and that at the time of his death, the said Warren L. Lankford was also indebted to the plaintiff W. Rowe Whittington, on a judgment rendered in said Circuit Court, in favor of the said W. Rowe Whittington, against the said Warren L. Lankford and Mary P. Lankford, on the 21st day of June, 1929, for the sum of six hundred dollars, with interest, from the date of judgment, sixty dollars, collection charges and seven dollars, costs of said judgment; and that at the time of his death, the said Warren L. Lankford, was also indebted to other persons in various sums.

2nd. That the said Warren L. Lankford left only a small personal estate, and that said personal estate is insufficient to pay the debts owing by the said Warren L. Lankford at the time of his death and the costs of administration of said personal estate.

3rd. That at the time of his death, the said Warren L. Lankford owned valuable real estate in Brinkleys District, in Somerset County, Maryland.

4th. That the said Warren L. Lankford left a last will and testament, which has been duly admitted to probate by the Orphans Court for Somerset County, and is duly recorded among the testamentary records of said county in Liber F.E.D.No.33, folio 164 etc.,

5th. That by said last will and testament the said Warren L. Lankford devised all his real estate to his wife "Mary P. Lankford to hold during her natural life and then to his children then living, share and share alike"

6th. That by said last will and testament, the said Warren L. Lankford appointed his wife, the said Mary P. Lankford, the executrix or administratrix thereof, who has accepted

said appointment and has duly qualified as executrix of the said last will and testament.

7th. That the only children of the said Warren L. Lankford are the defendants, Lee Lankford and Catherine Lankford, and that the said Mary P. Lankford, Lee Lankford and Catherine Lankford are the only heirs at law of the said Warren L. Lankford.

8th. That all the defendants reside in Somerset County, Maryland, and are all of the full age of twenty-one years, except the said Catherine Lankford, who is an infant under that age.

To the end, therefore,

First: That the real estate of the said Warren L. Lankford, deceased, or so much thereof as may be necessary for the purpose, made be sold for the payment of so much of the debts aforesaid as may remain unsatisfied by the application of the personal estate of the said Warren L. Lankford.

Second: 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 P. Lankford, and Lee Lankford, adults residing in said Somerset County, and to the said Catherine Lankford, infant, residing in said County, and to the said Mary P. Lankford, as Executrix, of the said Warren L. Lankford, deceased, residing in said County 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 Plaintiffs.

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:

Seal of Court. The State of Maryland, To Mary P. Lankford, Lee Lankford, Mary P. Lankford, Executrix of Warren L. Lankford, deceased, 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 November next to answer the complaint of W. R. Whittington & Son and W. Rowe Whittington 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 1st day of September, Anno Domini 1930.

Issued the 20th day of October, Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Catherine Lankford, 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 November next to answer the complaint of W. Rowe Whittington and son 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 1st day of September, Anno Domini 1930.

Issued the 20th day of October, Anno Domini 1930.

Per Order,

Geo. W. Lawson, Clerk.

At which said first Monday in November, in the year nineteen hundred and thirty, and the day of the return of the above recited writ, came again into Court here the said complainant by

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his solicitor, and the sheriff of Somerset County, Alonzo L. Murrell, 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 a copy of subpoena left with Lee Lankford and a copy left with Mary P. Lankford, Executrix,

A. L. Murrell, Sheriff.

The answer of second writ as follows:

Summoned and copy left with Mary P. Lankford, mother of said infant defendant and a copy left with said infant defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on December 15th, 1930, the following Answer of Mary P. Lankford, Lee Lankford, and Mary P. Lankford, as Executrix of Warren L. Lankford, was filed:

| | | |
|---|---|---|
| W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, and W. Rowe Whittington, | ) | No.4287 Chancery, |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Mary P. Lankford, Lee Lankford, Catherine Lankford, and Mary P. Lankford, as Executrix of Warren L. Lankford, deceased. | ) | |
| | ) | |

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

The answer of Mary P. Lankford, Lee Lankford, and of Mary P. Lankford, as Executrix of the last will and testament of Warren L. Lankford, late of Somerset County, deceased, to the bill of complaint of W. Rowe Whittington and R. Brice Whittington, partners trading as W.R. Whittington & Son, and W. Rowe Whittington, exhibited against them and Catherine Lankford, in said cause:

These defendants answering said bill of complaint, say that they admit all the allegations contained in said bill of complaint, and hereby consent that the Court shall pass a decree at once for the sale of the real estate of the said Warren L. Lankford, and such other decree as may be proper in the premises.

And as in duty bound etc.,

Mary P. Lankford,

Mary P. Lankford,
Executrix of Warren L. Lankford, deceased.

Lee Lankford

Witness as to the signatures of Mary P. Lankford, Mary P. Lankford, Executrix, and Lee Lankford:

Frank Morris.

And thereafter to wit, on December 20th, 1930, the following Petition, Order appointing Guardian ad litem, and Answer of infant by Guardian, was filed:

| | | |
|---|---|---|
| W. R. Whittington & Son, and W. Rowe Whittington. | ) | No.4287 Chancery |
| | | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Catherine Lankford, Mary P. Lankford, and others. | ) | |
| | ) | |

To the Honorable, the Circuit Court for Somerset County:

The petition of the plaintiffs in the above cause respectfully represents:

That Catherine Lankford, 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 plaintiffs therefor pray 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 Plaintiffs.

Upon the foregoing petition and affidavit, it is ordered by the Circuit Court for Somerset County, this day of December, nineteen hundred and thirty, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Catherine Lankford, infant defendant in the above cause.

Robt. F. Duer,

The answer of Catherine Lankford, 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. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington and Son, and W. Rowe Whittington, 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 said bill, but submit her 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 December 20th, 1930, the following Petition of Plaintiffs, and Order to take testimony was filed.

| | |
|---|---|
| W. R. Whittington & Son, and W.Rowe Whittington. | ) No.4287 Chancery, |
| | ) In the Circuit Court |
| Vs. | ) For Somerset County. |
| Mary P. Lankford, Lee Lankford, Catherine Lankford, and Mary P. Lankford, Executrix of Warren L. Lankford, deceased. | ) |
| | ) |

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 P. Lankford, Lee Lankford and Mary P. Lankford, Executrix of Warren L.Lankford, deceased, all the adult defendants in said cause, have been duly summoned, and have filed their answer in this Court, admitting all the allegations of the bill of complaint and consenting, to the passage of a decree for a sale of the real estate of the said Warren L.Lankford and such other decree as may be proper in the premises.

That Catherine Lankford, the only infant defendant in said cause, has been duly summoned and has answered by James R. Stewart, Guardian ad litem appointed by this Court, submitting her rights to the protection of this Court.

The plaintiffs therefore the Court to pass an order for the taking of testimony in said cause.

And as in duty bound etc.,

H. Fillmore Lankford,
Plaintiff's Solicitor.

It appearing that the adult defendants in the above entitled cause have answered the bill of complaint and have consented to the passage of such decree as may be proper in the premises, and Catherine Lankford, the only infant defendant in said cause having been duly summoned and having answered by James R. Stewart, guardian ad litem appointed by this Court, submitting her rights to the protection of the Court, it is thereupon this 20th day of December, nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

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Robt. F. Duer,
Judge of said Court.

And afterwards, to wit, on the 6th day of February, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| W. R. Whittington and Son and another. | ) | No.4287 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary P. Lankford, et als., | ) | For Somerset County, |
| | ) | In Equity. |

There 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, February 5, 1931, I did take the following depositions, that is to say:

W. Rowe Whittington, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. W. Rowe Whittington, age 62 years, residence Marion Station, Maryland, occupation broker.

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 am one of the plaintiffs. All of the parties to this suit are of the full age of 21 years, except Catherine Lankford, who is under that age. They all reside in Somerset County, Maryland.

Int.3. Did you know Warren L. Lankford? If yea, is he living or dead? If dead, when did he die and did he or not die intestate?

Ans. I knew Warren L. Lankford. He died in May 1930. He left a last will and testament, a copy of which marked Exhibit "C" is here shown me.

Int.4. State whether any administration has been granted upon the personal estate of the said Warren L. Lankford?

Ans. Administration has been granted upon his personal estate to Mary P. Lankford, the executrix mentioned in the will.

Int.5. State who are the heirs at law of the said Warren L. Lankford?

Ans. His only heirs at law are his widow, Mary P. Lankford and his children, Lee Lankford and Catherine Lankford, all of whom are defendants in this case.

Int.6. State whether the personal property, of the said Warren L. Lankford is sufficient to pay his debts owing by him at the time of his death?

Ans. His personal estate was appraised at only a little over $300.00, and is not sufficient to pay his funeral expenses and the usual allowance to the widow and the cost of administration, and therefore his personal estate is not sufficient to pay his debts and costs of administration.

Int.7. What real estate did Warren L. Lankford own at the time of his death?

Ans. He owned a small farm in Brinkley's District, Somerset County, Maryland, in Quindocqua neighborhood, where he resided at the time of his death, containing 19 acres, more or less. It was conveyed to him by two deeds, one from Wm. J. Adams and Sallie J. Adams, his wife, dated February 11, 1891, recorded among the land records of said County in Liber H.F.L.No.8, page 627, and the other from A. E. Tull Oyster Co., dated 16th of June, 1910, recorded among said records in Liber S.F.D.No.54, This farm is improved by a dwelling house barn and other outbuildings. It adjoins the property of John B. Williams and the property of the

Farmers Bank and the land of Walter and Elijah Wilson. This farm is worth in my opinion from $1800.00 to $2000.00.

Int.8. Look at the paper marked Exhibit "A" and state what is due thereon?

Ans. I am the plaintiff in this judgment. The amount due thereon is $600.00 principal, $60.00 interest and $7.00 costs.

Int.9. Look at the paper marked Exhibit "B" and state how much is due thereon?

Ans. Principal $500.00, interest $75.00 costs $7.00.

Warren L. Lankford was also indebted to me in a book account which will be filed hereafter. He was also indebted unto W. L. Whittington & Son, on open account which will also be filed hereafter.

Court question and answer:

"I know nothing further."

Test: W. Rowe Whittington

Harry C. Dahiwll,
Exm.

Lee Lankford, witness of lawful age, being first duly sworn, deposing says:

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

Ans. Lee Lankford, age 24 years, residence Quindocqua, Somerset County, Maryland, occupation farming and packing oysters.

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 am one of the defendants. I have known Mary P. Lankford, who is my mother, all my life and I have known Catherine Lankford, who is my sister, all of her life. All the parties to this suit are of the full age of twenty one years except Catherine Lankford, who is under that age. All the parties to this suit reside in Somerset County, Maryland.

Int.3. Did you know Warren L. Lankford? If yea, is he living or dead and if dead, when did he die. Did he or not die intestate?

Ans. I knew Warren L. Lankford, He was my father. He died in May 1930, He left a last will and testament, a copy of which marked Exhibit "C" is here shown me.

Int.4. State whether or not administration has been granted on the personal estate of the said Warren L. Lankford?

Ans. Administration has been granted by the Orphan's Court for Somerset County to Mary P. Lankford, the executrix mentioned in the will.

Int.5. State who are the heirs at law of the said Warren L. Lankford?

Ans. His only heirs at law are his widow, Mary P. Lankford, and his children, Lee Lankford and Catherine Lankford, all of whom are defendants in this case. I am his son.

Int.6. State whether the personal estate of the said Warren L. Lankford is sufficient to pay his debts and costs of administration?

Ans. His personal estate was small and appraised at only about $300.00, and is not sufficient to pay his funeral expenses, the usual allowance to the widow and the cost of administration. His personal estate is not sufficient to pay his debts and costs of administration.

Int.7. State what real estate the said Warren L. Lankford owned at the time of his death?

Ans. He owned a small farm in Brinkley's District, Somerset County, in Quindocqua Neck containing about 19 acres. It was conveyed to him by two deeds, one from W. J. Adams and Sallie J. Adams, his wife, dated February 11, 1891, and recorded among the Land Records of said County in Liber H.F.L.No.8, page 627, and the other from A. E. Tull Oyster Co., dated 16th of June, 1910, recorded among said records in Liber S.F.D.No.54, folio 444. This farm is improved by a dwelling frame and

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shingle roof, barn and other out-buildings. It adjoins the property of John B. Williams and the land of Walter & Elijah Wilson. This property is worth in my opinion from $1800.00 to $2000.00.

Int.8. Look at the papers marked Exhibit "A" and Exhibit "B" and state what you know about them?

Ans. Exhibit "A" is a judgment in favor of W. Rowe Whittington for $600.00. The entire principal and some interest and costs are due thereon. Exhibit "B" is a copy of a judgment to W. R. Whittington & Son, against Warren L. Lankford and others for the sum of $500.00. The entire principal and some interest and costs thereon are unpaid. Warren L. Lankford also owed other debts at the time of his death, including an open account to W. Rowe Whittington and also an open account of W.R. Whittington & Son.

Court question and answer: "Nothing else."

Test: R. Lee Lankford

Harry C. Dashiell

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 5th day of February, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner in $4.00.

Exhibit "A" referred to/the foregoing Testimony is in the words following to wit:

| | | |
|---|---|---|
| W. Rowe Whittington | ) | No.73 Appearances |
| Vs. | ) | April Term, 1929. |
| Warren L. Lankford and Mary P. Lankford. | ) | In the Circuit Court |
| | ) | For Somerset County. |

Sums &c.,

1929 June 21, Titling narr agreement note and power filed.

" " " Judgment by confession for sum of $600.00 with interest from date and costs, $60.00 collection fee.

Exemption Waived.

Plffs Costs.

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

"Exhibit "B" referred to in the aforegoing Testimony is in the words following, to wit:

| | | |
|---|---|---|
| W. Rowe Whittington and R. Brice Whittington partners trading as W. R. Whittington & Son., | ) | No.54 Appearances |
| | ) | July Term, 1928 |
| Vs. | ) | In the Circuit Court |
| Warren L.Lankford and Mary P.Lankford, and Lee Lankford. | ) | For Somerset County,Maryland. |

Sums &c.

1928 Aug.9, Titling, narr agreement note and power filed.

" " " Judgment by confession for the sum of $500.00 with interest from date $50.00 collection charges and costs.

Exemption waived. Pltffs Costs $7.00

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 2nd day of February, 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "C" referred to in the aforegoing Testimony is in the words following, to wit:

Last Will and Testament of W. L. Lankford.

Know all men by these presents, that I, Warren L. Lankford of Somerset County, State of Maryland, being of sound mind and knowing the uncertainty of life do hereby dispose of and will all of my worldly property as follows:

To my dear wife, Mary P. Lankford I give, bequeath and devise all of my personal property of all kinds and description and also all of my individual interests in the Firm of Blake and Lankford in perpetuity and fee to hold, keep and dispose of as she thinks best. All of my Real Estate to my said wife, Mary P. Lankford to hold during her natural life and then to my children then living share and share alike.

I hereby appoint my wife Mary P. Lankford as Administratrix of all my estate without Bond.

As witness my hand and seal, this seventh day of February, A.D., one thousand nine hundred and twenty-nine.

Witness: Warren L. Lankford (SEAL)

Alonzo E. Tull

William W. Green

Wm. E. Wilson

Somerset County, to wit: June 14, 1930.

Then came Mary P. 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 Warren L. Lankford, 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 delivered to her by the testator.

Before, Florence E. Dryden,
Register of Wills for Somerset County.

Somerset County, to wit: June 14, 1930.

Then came Wm. E. Wilson and William W. Green, two of the subscribing witnesses to the foregoing last Will and Testament of Warren L. Lankford, 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 witneses to this will in the presence, and at the request of the Testator, and in the presence of the other

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subscribing witness thereto they further deposed that they saw Alonzo E. Tull subscribe his name as witness to this Will in the presence and at the request of the Testator.

Before, Florence E. Dryden,
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 Warren L.Lankford late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 17th day of June 1930, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Warren L. Lankford deceased.

John B. Vetra,

Test: Florence E. Dryden,
Reg. W.S.Co.,

John E. Whitelock,

Elmer Horner,
Judges of the Orphans' Court for Somerset County.

Filed for record June 17, 1930, and recorded in Liber F.E.D.No.33, folios 164 & 165.

Test: Florence E. Dryden, Reg. W.S.Co.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Warren L. Lankford, late of said county, deceased, taken from Liber F.E.D.No.33, folios 164 & 165, 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 fourth day of February, in the year of our Lord, nineteen hundred and thirty-one.

Seal of Court.

Florence E. Dryden,
Register of Wills for Somerset County.

Exhibit "D" referred to the aforegoing Testimony is in the words following, to wit:

Maryland SS:

The State of Maryland, To all Persons to whom these presents shall come, Greeting:

Know Ye, that the last will and testament of Warren L. Lankford late of Somerset County, deceased, hath in due form of law been exhibited, proved and recorded in the office of the Register of Wills for Somerset County, a copy of which is to these presents annexed; and administration of all the goods, chattels and credits of the deceased, is hereby granted and committed unto Mary P. Lankford the Executrix by the said will appointed.

Witness Elmer Horner Chief Judge of the Orphans' Court for Somerset County, this 22nd day of July, in the year 1930.

Test: Florence E. Dryden,
Reg. W.S.Co.,

State of Maryland, Somerset County SS:

I, Florence E. Dryden, 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 letters testamentary granted unto Mary P.Lankford Executrix on the estate of Warren L. Lankford, late of said county, deceased, taken from Liber H.B.C.No.43, folio 201, the same being one of the Records kept in the office of the Register of Wills for Somerset County.

Official Seal.

In testimony whereof I hereunto subscribe my name and affix the Seal of said Court this fourth day of February, in the year of our Lord, nineteen hundred and thirty-one.

Official Seal.

Florence E. Dryden,
Register of Wills for Somerset County.

And thereafter to wit, on February 6th, 1931, the following Agreement to submit for decree, was filed.

| | | |
|---|---|---|
| W. R. Whittington & Son, and W. Rowe Whittington. | ) | No.4287 Chancery, |
| | ) | |
| Vs. | ) | In the Circuit Court |
| | ) | |
| Mary P. Lankford, Lee Lankford and Catherine Lankford, and Mary P.Lankford, Executrix of Warren L.Lankford. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

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

In the above entitled cause, it is agreed this 6th day of February, 1931, that all the proceedings in said cause be at once submitted to the Court for a decree for the sale of the real estate mentioned in the proceedings and such other decree as may be proper in the premises.

H. Fillmore Lankford,
Solicitor for the Plaintiffs.

James R. Stewart,
Guardian ad litem for Catherine Lankford, infant defendant.

And thereafter, to wit, on the 18th day of February, in the year nineteen hundred and thirty-one, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| W. R. Whittington & Son, and W. Rowe Whittington. | ) | In Equity in the Circuit Court |
| | ) | For Somerset County, |
| Vs. | ) | No.4287 Chancery. |
| Mary P. Lankford, Lee Lankford and others. | ) | |
| | ) | |
| | ) | |

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

It is thereupon this 18th day of February, in the year nineteen hundred and thirty-one, 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 proceeding 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, 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-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 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 accord-

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ing 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 said sale or sales, the said trustee directed to give notice to the creditors of the said Warren L. Lankford 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.

Robt. F. Duer,
Judge of said Court.

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 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 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, administrators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of March, nineteen hundred and thirty-one.

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. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington and Son, and W. Rowe Whittington against Mary P. Lankford, Lee Lankford, and others, the same being No.4287 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 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 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 H. Fillmore Lankford, has hereto set his hand and seal, and the said Fidelity and Deposit Company of Maryland, a body corporate, 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, in Liber W.J.S.No.91, folio 35 &c.,

Which said bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on March 18th, 1931, 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. R. Whittington & Son, and W. Rowe Whittington. | ) | No.4287 Chancery. |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Mary P. Lankford, Lee Lankford and others. | ) | |

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 twenty days previous notice of the time, place, manner and terms of sale by advertisement in the "The Crisfield Times, a weekly newspaper printed in Somerset County, and by handbill posted at the Court House door in said County, he did, in pursuance of said notice attend in front of the office of W. R. Whittington & Son, in the village of Marion, in Somerset County, Maryland, on Saturday, the 14th day of March, 1931, 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 offered all that farm or lot of land in Quindocqua Neighborhood, in Brinkleys District, in Somerset County, Maryland, containing nineteen acres, more or less, and composed of the parcel of land which was conveyed to Warren L. Lankford, now deceased, by William J. Adams and Sallie J.Adams his wife, by deed dated the 11th day of February, 1891, recorded among the land records of said county in Liber H.F.L.No.8, folio 627 etc, and the parcel of land which was conveyed to the said Warren L. Lankford by the A. E. Tull Oyster Company, by deed dated the 16th day of June, 1910, recorded among said records in Liber S.F.D.No.54, folio 444 etc, being the property upon which the said Warren L. Lankford resided in his lifetime, adjoining the lands of John B. Williams, and the lands of Walter Wilson and Elijah Wilson, improved by a dwelling house,barn and other outbuildings, and the highest bid therefor was five hundred dollars, and as this sum was entirely inadequate the trustee withdrew said property from public sale, but subsequently and on the same day, the trustee, sold said property at private sale to W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, at and for the sum of twelve hundred dollars, and the said purchasers have 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.

H. Fillmore Lankford, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of March, nineteen hundred and thirty-one, 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 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.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| W.R. Whittington & Son, and W. Rowe Whittington. | ) | No.4287 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Mary P. Lankford,Lee Lankford, and others. | ) | |

Ordered by subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this

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18th day of March, nineteen hundred and thirty-one, 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 20th day of April, 1931; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 13th day of April 1931.

The report states the amount of sales to be twelve hundred dollars.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 23rd day of April, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| W. R. Whittington & Son, and W. Rowe Whittington. | ) | No.4287 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County. |
| Mary P. Lankford, Lee Lankford and others. | ) | |
| | ) | |

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 23rd day of April, nineteen hundred and thirty-one, 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.

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: J. Millard Tawes ,Clerk.

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

| | | |
|---|---|---|
| Harry C. Dashiell, Solicitor. | ) | Be it remembered that heretofore |
| In the matter of the Tax Sale of real estate | ) | to wit, on the 14th day of January |
| in Tangier Election District, in Somerset | ) | in the year nineteen hundred and |
| County, Maryland assed to Elizabeth S.Shores | ) | thirty, a certain Harry T.Phoebus, |
| of John N. for the years 1927 and 1928, made | ) | Collector of state and County |
| and reported by Harry T. Phoebus,County Treasurer | ) | Taxes for Tangier District of |
| and Collector of State and County Taxes for the | ) | Somerset County for the years 1927 |
| said Somerset County, Ex Parte. | ) | and 1928 by Harry C. Dashiell, |
| Ralph R. Brown, Purchaser. | ) | 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 Tangier Election District, in Somerset County, Maryland, assessed to Elizabeth S. Shores of John N. for the years 1927 and 1928, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. | ) | No.4211 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County, |
| Ex parte. | ) | In Equity. |
| | ) | |

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

The report of Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County, respectfully represents:

That on the 30th day of June, 1927, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, and that within sixty days after the said levy, Harry E. Muir, then County Treasurer and Collector of State and County taxes for said year, in the performance of his duties as Clerk of the County Commissioners for said Somerset County, made a true copy of the assessment list for said Somerset 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 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 institutions.

That by said levy, the County Commissioners aforesaid did levy upon the property assessed to Elizabeth S. Shores of John N. in Tangier Election District, County and State aforesaid, the sum of one dollar and eleven cents, State taxes, and the sum of eight dollars county taxes, which were due and in arrears on the 1st day of January, 1928.

That in the month of August, 1927, the said Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County for said year, 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, in said County, and the "Crisfield Times," published in Crisfield, in said county and that the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, prepared the tax bills of each tax payers and forwarded the same by mail to the person or persons or corporate institutions, or to the agent of the person or bills was assessed, as far as their residences or post office addresses were known to or ascertained by him 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 and the interest to be charged on all tax bills, and that there was annexed to said tax bills a notice that if said taxes were not paid on or before the 1st day of January 1928, with interest thereon, the said taxes would be collected by process of law.

That on the 30th day of June, 1928, the County Commissioners of Somerset County made the annual levy of state and county taxes upon the taxable property in said county, and that within sixty days after the said levy, Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said year, in pursuance of his duties as Clerk of the County Commissioners of Somerset County, made a true copy of the assessment lists for said County in books supplied by the said County Commissioners for that 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 every 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 upon the property assessed to Elizabeth S. Shores of John N. in Tangier Election District, County and State aforesaid, the sum of Seven Dollars and Ninety cents county taxes, and the sum of one dollar and four cents, state taxes and that said taxes were due and in arrears on the 1st day of January, 1929.

That in the month of August 1928, the said Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County for said year, did give notice of the 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, as aforesaid, and the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, prepared the tax bills of each tax payer and forwarded the same by mail to the person, persons or corporate institutions, or to the agent of the person, persons or corporate institutions, to whom the property included in such tax

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bills was assessed, so far as their residences or post office addresses were known to or ascertained by him, 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 or the interest to be charged on all tax bills; and that there was annexed to all of said tax bills a notice that if said taxes were not paid on or before the 1st day of January, 1929, with interest thereon, the said taxes would be collected by process of law.

That said state and county taxes for the years 1927 and 1928, being still due and owing and unpaid and in arrears, constituted a lien upon the real estate of the said Elizabeth S. Shores of John N. in said Tangier Election District in the County and State aforesaid, and I, Harry T. Phoebus, County Treasurer and Collector as aforesaid, finding it necessary to enforce the payment of said taxes for said years 1927 and 1928, by a sale of said real estate, and the said real estate not being capable of division, did advertise the whole of said real estate in the "Eastern Shore Republican," a newspaper published in said county, once a week for four successive weeks, and by notice set up at the Court House door, in Princess Anne, Maryland, 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, and in pursuance of said advertisement and notice, I, the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, did on Thursday, the 2nd day of January, 1930, 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 Tangier Election District, Somerset County, Maryland, containing 1 3/4 acres, more or less, on the county road, adjoining the lands of Thomas H. Jones and W.D. Kelly, and assessed to Elizabeth S. Shores of John N. for the years 1927 and 1928, and sold for taxes due for said years, and sold the same to Ralph R. Brown of said Somerset County, Maryland, he being the highest bidder therefor, at and for the sum of Twenty-three dollars and thirty-five cents, which the said purchaser 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 Harry T. Phoebus, County Treasurer and Collector as aforesaid, hereby report said saleand the proceedings aforesaid for ratification by this Court.

All of which is respectfully submitted.

Harry T. Phoebus,
County Treasurer and Collector of State
and County taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of January, nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry T. Phoebus, County Treasurer and Collector of State and County taxes for Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein set forth and stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Seal of Notary, Gertrude Holland,
Notary Public.

Exhibit "A" referred to in the aforegoing Report of sales as follows:

Treasurer's Sale for 1928 Taxes.

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 Thursday, January 2nd, 1930, 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 years mentioned therein 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.13. All that lot in Tangier District, said county and state, containing 1 3/4 acres, more or less, on the county road, adjoining the lands of Thomas H. Jones, and W. D. Kelly and assessed to Elizabeth S. Shores of John N. for 1927 and 1928.

Harry T. Phoebus,
County Treasurer.

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

| | | |
|---|---|---|
| In the matter of the Tax Sale of real estate in Tangier Election District, in Somerset County, Maryland, assessed to Elizabeth S. Shores of John N. for the years 1927 and 1928 made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. Ex parte. | ) | No.4211 Chancery In the Circuit Court For Somerset County, In Equity. |

Ralph R. Brown, Purchaser.

Whereas a certain Harry T. Phoebus, County Treasurer and Collector af State and County Taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as County Treasurer and Collector as aforesaid, to Ralph R. Brown of Somerset County, Maryland, of all that lot of land in Tangier Election District, Somerset County, Maryland, containing 1 3/4 acres, more or less, on the county road, adjoining the lands of Thomas H. Jones and W. D. Kelly, and assessed to Elizabeth S. Shores of John N. for the years 1927 and 1928, and sold for the payment of the State and County taxes due and in arrears for said years, together with all the proceedings in relation to said sale; and whereas upon careful examination, it appears to the Court that the proceedings are regular and that the provisions of law in relation thereto have been complied with.

It is thereupon ordered by the Circuit Court for Somerset County, in Equity, this 14th day of January, nineteen hundred and thirty, that notice be given by publication of a copy of this order in some newspaper published in Somerset County, once a week for three successive weeks before the 18th day of February 1930, requiring all persons interested in said property so sold to be and appear in this Court by the 1st day of April, 1930, 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 $23.35

Robt. F. Duer, Judge.

And thereafter to wit, on February 18th 1931, the following Final Order of Ratification was filed:

| | | |
|---|---|---|
| In the matter of the tax sale of real estate in Tangier Election District, in Somerset County, Maryland, assessed to Elizabeth S. Shores of John N. for the years 1927 and 1928, made by Harry T.Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County. Ex parte. | ) | No.4211 Chancery In the Circuit Court For Somerset County, In Equity. |

In the above entitled cause, it appearing that notice has been given by the publication of the Order Nisi heretofore issued in this cause, in the Marylander and Herald, a weekly newspaper published in said Somerset County, according to the terms of the said order nisi and no objections having been made and no cause to the contrary having been shown, it is hereby ordered and decreed this 18th day of February, in the year nineteen hundred and thirty-one, by the Circuit Court for Somerset County, in Equity, that the aforegoing report of sales and the sale therein reported be and the same are hereby finally ratified and confirmed

Robt. F. Duer, Judge.

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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 same is accordingly done.

Per: J. Millard Lawes Clerk.

Christopher C. Ward
Vs.
Charles Custus Cartwright.

Be it remembered that heretofore, to wit, on the 12th day of January in the year nineteen hundred and thirty, a certain Christopher C. Ward by Geo. H. Myers his solicitor exhibited and filed in the Circuit Court here a billl of complaint against Charles Custus Cartwright, and thereafter to wit on July 12th, 1930, the Solicitor filed the following amended Bill of Complaint, as follows:

Christopher C. Ward
Vs.
Charles Custus Cartwright and Renna Cartwright.

No.4209 Chancery
Circuit Court for
Somerset County,
Maryland.

To the Honorable, the Judge of said Court:

The petition of Christopher C. Ward, the plaintiff in the above case, respectfully represents that on the first day of January, nineteen hundred and thirty he filed his bill of complaint in said cause, praying among other things for the sale of certain real estate of which a certain Mary Ailsworth, late of Somerset County, died seized; that since filing the said bill of complaint, your orator has discovered that it is not clear from the will of the said Mary Ailsworth as to whether the said real estate of which the said Mary Ailsworth died seized was devised to the said Charles Custus Cartwright, the original defendant in the above suit, or whether by a true construction of said will the said devise of said real estate is to the said Charles Custus Cartwright and his wife, Renna Cartwright, jointly. Your orator is adgised therefore, that the said Renna Cartwright should be made a party defendant to this suit in order to dispose of all interest by a sale thereof.

Your orator asks leave to file the attached amended bill of complaint making the said Renna Cartwright a party defendant.

And as in duty bound,

Geo. H. Myers,
Solicitor for Complainant.

Ordered, this 12th day of July, nineteen hundred and thirty, upon the aforegoing petition that leave, be and the same is hereby granted to the said plaintiff, to file the attached amended bill of complaint as prayed.

Robt. F. Duer, Judge.

Christopher C. Ward
Vs.
Charles Custus Cartwright and
Renna Cartwright,

No.4209 Chancery
Circuit Court for
Somerset County,
Maryland.

To the Honorable the Judge of said Court:

Your orator, who sues as well for himself as for all other creditors of Mary Ailsworth, late of Somerset County, deceased, who will come in and contribute to the expense of this

suit, files this, his amended bill of complaint, leave thereto having been first obtained, and therein complaining says:

First: That the said Mary Ailsworth was, in her lifetime, indebted unto your orator in the sull and just sum of one hundred and ninety-six dollars, on a certain open account for professional services rendered by your orator to the said Mary Ailsworth, probated statement of which said account is herewith filed as part hereof marked Plaintiff's Exhibit A.

Second: That the said Mary Ailsworth being so indebted in her lifetime to your orator as well as to divers other persons, and being seized and possessed of real and personal estate in said Somerset County, departed this life on or about the seventeenth day of February, nineteen hundred and twenty-nine, leaving a last will and testament duly executed to pass real estate in this State, certified copy of which said will is herewith filed as part hereof marked Plaintiff's Exhibit B.

Third: That by the terms of said will the said Mary Ailsworth bequeathed and devised to the said Charles Custus Cartwright and wife, all of her property of every kind, personal and real, and wheresoever situated, and by and under another provision of said will the said Mary Ailsworth stipulated that after her funeral the said Charles Custus Cartwright was to take full charge and possession of her home; that said home mentioned in said will consisted of a house and lot located in the town of Crisfield, whereon the said Mary Ailsworth resided in her lifetime and of which she died seized and possessed and which constituted all of the real estate of which the said Mary Ailsworth died seized.

Fourth: That the aforesaid will of the said Mary Ailsworth has been admitted to probate by the Orphans Court for said Somerset County and that letters testamentary thereon have been issued to the defendant, Charles Custus Cartwright, executor named in said will, but that your orator is advised and believes and therefore charges that the personal estate of the said Mary Ailsworth in the hands of her executor aforesaid, is insufficient for the payment of all her just debts and has been applied by said executor to the payment of other debts, and that your orator and other creditors of the said Mary Ailsworth are entitled to have their claims paid out of the real estate of said deceased in the hands of her devisees as aforesaid.

To the end therefore:

(1) That the said real estate of the said Mary Ailsworth, 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 said deceased.

(2) 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 Charles Custus Cartwright and Renna Cartwright, both adults residing in said Somerset County, commanding 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.

And as in duty bound.

Geo. H. Myers,
Solicitor for Plaintiff.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

Augt. 21st, 1929.

To the Estate Mrs. James Ailsworth, Debtor for Professional Service and medicine Supplied May 10, to December 23rd, 1923. $36.00

| | |
|---|---|
| Jan 1 to Dec. 31st, 1929 | 36.00 |
| Jan 1st, to Dec. 31st, 1925 | 37.00 |
| Jan. 1st, to Dec. 31st, 1926 | 35.00 |
| Jan. 1st, to Dec. 31st, 1927 | 36.00 |
| Jan. 1st, to March 28, 1928 | 26.00 |
| | $206.00 |
| Received payment Augt. 26, | 10.00 |
| | $196.00 |

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State of Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of August, 1929, before the subscriber, a Justice of the Peace of the State and County aforesaid personally came Dr. C.C.Ward and made oath in due form of law that the annexed Bill 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.

Witness my hand and Seal.

Fred N. Holland, J.P.

Exhibit "B" referred to in the aforegoing Bill as follows:

I, Mrs. Mary James Ailsworth, of Crisfield, Somerset County, Maryland, 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 all my property of every kind, personal and real, wheresoever situated, unto Charles Custus Cartwright and wife, their heirs and assigns, with the following exceptions:

1. I give, devise and bequeath one hundred and seventy dollars ($170.00) the amount due on my Life Insurance Policy No.19 370 577 of the Prudential Insurance Company of America, to John A. Bradshaw, Funeral Director, of Crisfield, Md., to apply on the expense of my casket, shroud, funeral service and cement vault, if this is not sufficient the balance to be paid by Charles Custus Cartwright.

2. I give, devise and bequeath Five Dollars ($5.00) unto Mrs. Mary Blanche Landon, my adopted daughter, this amount to be paid by Charles Custus Cartwright,

3. I give, devise and bequeath my gold watch to Mrs. Minnie B. Brown, also the two pictures of my deceased husband Mr. James Edward Ailworth and the two pictures of myself, to be kept by Mrs. Minnie B. Brown.

I also wish to state that it is my desire and request that at my death the aforesaid Charles Custus Cartwright and his Mother Mrs. Minnie B. Brown have full charge of my remains and the arrangements for my funeral also that they have full charge of my home etc., While my remains are therein and that after my funeral Charles Custus Cartwright is to take full charge and possession of same.

I also wish to state and request that the gold watch chain be placed around my neck after my death and that same be buried with me.

I also wish to state and request that the old white spinning wheel remain in the North West corner of the Front Room of my Home as long as the Home stands.

I also wish to state and request that after my burial that said Charles Custus Cartwright purchase and arrange for a monument to be placed between the graves of my deceased husband and myself, to cost approximately $85.00.

I constitute and appoint Charles Custus Cartwright, to be executor of this my last Will and Testament, hereby revoking all other wills and codicils by me heretofore me, and it is my desire that said executor be excused from giving any bond other than that required by Law.

In Testimony whereof I hereunto subscribe my name and affix my Seal this twenty-fifth day of February, nineteen hundred and twenty-six.

Witnesses to her mark.

C. M. Elderdice. Mrs.Mary James her X mark Ailsworth (SEAL)

Fred N. Holland

Wm. J. Webb

Signed, sealed, published and declared by the above named Testator 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.

(Witnessed by three persons) C. M. Elderdice

Fred N. Holland

Wm. J. Webb

Somerset County, to wit: Feb.19th, 1929

Then came Charles Custus Cartwright 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 Mary James Ailsworth, 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 testatrix.

Before, Florence E. Dryden, Reg.W.S.Co.,

Somerset County, to wit: Feb.19, 1929

Then came Fred N. Holland, William J. Webb, two of the subscribing witnesses to the foregoing last Will and Testament of Mary James Ailsworth, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testatrix therein named, sign and seal this Will; that they heard her publish, pronounce and declare the same to be her Last Will and Testament. That at the time of her so doing, she was, to the best of their apprehension of sound 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 Testatrix, and in the presence of the other subscribing witness thereto they further deposed that they saw C.M. Elderdice, subscribe his name as witness to this Will in the presance and at the request of the Testatrix.

Before, Florence E. Dryden, Reg.W.S.Co.,

State of Maryland, Set:

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last Will and Testament of Mary James Ailsworth, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 26th day of February 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary James Ailsworth deceased.

John B. Vetra,

Elmer Horner,

John E. Whitelock,
Judges of the Orphans' Court for Somerset County

Test: Florence E. Dryden, Reg.W.S.Co.

Filed for record February 19, 1929, and recorded in Liber F.E.D.No.33, folios 54 & 55.

Test: Florence E. Dryden, Reg.W.S.Co.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Mary James Ailsworth, late of said county, deceased, taken from Liber F.E.D.No.33, folios 54 & 55, 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 sixth day of January in the year of our Lord, nineteen hundred and thirty.

Official Seal.

Florence E. Dryden,
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.

Maryland, Somerset County, to wit:

Seal of State.

The State of Maryland, To Charles Custus Cartwright, Renne Cartwright of Somerset County, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset

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County, sitting in Chancery at Princess Anne Town, on the first Monday in August next to answer the complaint of Christopher C. Ward 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 7th day of July Anno Domini 1930

Issued the 12th day of July Anno Domini 1930

Per Order,

Geo. W. Lawson, Clerk.

At which said first Monday in August, in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, 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 severally,

A. L. Murrell, Sheriff.

And thereafter to wit on November 18th, 1930, the following Decree pro confesso and order to take testimony was filed:

| | | |
|---|---|---|
| Christopher C. Ward | ) | No.4209 Chancery |
| Vs. | ) | Circuit Court for |
| Charles Custus Cartwright and Renna | ) | Somerset County, |
| Cartwright. | ) | Maryland. |

The defendants, Charles Custus Cartwright and Renna Cartwright, having been duly summoned to appear to the amended bill of complaint in the above cause, and having failed to appear thereto, it is ordered, this 15th day of November, nineteen hundred and thirty, by the Circuit Court for Somerset County in Equity, that said amended 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 said bill.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 20th day of November, in the year nineteen hundred and thirty, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Christopher C. Ward | ) | |
| Vs. | ) | No.4209 Chancery |
| Charles C. Cartwright | ) | In the Circuit Court |
| | ) | 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 Tuesday, the 18th day of November, 1930, I did take the following depositions, that is to say:

Christopher C. Ward, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Christopher C. Ward; age 65 years; residence Crisfield, Md., occupation practicing physician.

Int.2. Do you know Mr. and Mrs. Charles Custis Cartwright and if so, how long have you known them?

Ans. I have known them both about ten years.

Int.3. Did you know Mrs. Mary Ailsworth? Is she living or dead, If dead, when and where did She die? Did she leave a will?

Ans. I did know her. She died in Crisfield in February, 1929. She left a will which has been admitted to probate in the Orphans' Court for Somerset County.

(Plaintiff herewith files with Examiner to be used as evidence in this case, certified copy of the will of Mary James Ailsworth, marked Exhibit B)

Int.4. Was Mrs. Ailsworth indebted to you at the time of her death, and, if so for what and to what extent.

Ans. She was indebted to me for professional services and medicine. She owed me $196.00.

Int.5. Look at Exhibit "A" filed with the bill of complaint and state what it represents?

Ans. It is a true statement of her indebtedness to me. (Plaintiff here files with Examiner statement marked Exhibit "A" to be used as evidence).

Int.6. What personal estate did Mrs. Ailsworth leave?

Ans. Household furniture, worth about $75.00, not enough to pay my bill. I learned that Dr. Collins has a bill for services rendered in her last illness and also the woman who attended her, Mrs. Dize.

The only way the bills can be paid is out of the sale of the real estate, and that might not bring enough to pay them in full.

Int. 7. What real estate did she leave? Describe its condition, location and value.

Ans. She owned a house and lot which fronts on a lane leading from Chesapeake Avenue where she resided at the time of her death. It is improved by a two story, frame, dwelling house, containing about five rooms. It is not in very good condition of repair. It is worth about $400.00.

Court question and answer:

"Nothing more."

Test: C. C. Ward

Harry G. Dashiell,
Exm.

Arintha Dize, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Arintha Dize; age 56 years, residence Crisfield, Maryland; occupation, shuck oysters

Int.2, Do you know the parties to this suit, and if so, how long have you known them?

Ans. I have known them all about fifteen years.

Int.3. Did you know Mrs. Mary Ailsworth? Is she living or dead and if dead, when and where did she die?

Ans. I did know Mrs. Ailsworth. She died in February, 1929 at her home in Crisfield, Maryland, I helped to nurse her in her last illness.

Int.4. For how long had you known Mrs. Ailsworth and how close did you live to her?

Ans. I had known her about fifteen years and lived within fifty yards of her house.

Int.5. Do you know of any professional services rendered her by Dr. Ward?

Ans. Yes, he was the one who attended her the whole time. I was the one who got the medicine for her and I know he has never been paid.

Int.6. What property did Mrs. Ailsworth own at the time of her death?

Ans. She had some house hold furniture. Custis Cartwright sold some of it and hauled some of it to his own home just about dark. The furniture was not very valuable and would not have brought much at public sale. She told me she had nice quilts up the garret but I never saw them.

Int.7. What real estate, if any, did she leave?

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Ans. She owned the house where she lived, a five room, rame, dwelling, located on a lane which runs from Chesapeake Ave to Maple Avenue. It is not in very good condition of repair but can be made a good house, It is worth from $450.00 to $500.00.

Court question and answer:

"That is all,"

Test: Harry C. Dashiell, Exm., Mrs. Arintha Dize

Florence E. Dryden, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Florence E. Dryden, age 20 years, residence, Crisfield, Maryland, occupation Deputy Register of Wills for Somerset County, Maryland.

Int.2. Please state whether or not letters of administration were ever granted on the Estate of Mary James Ailsworth and what, if anything, has been done by said administrator?

Ans. Letters of administration on the estate of Mary James Ailsworth were granted by the Orphan's Court to Custis Cartwright. An inventory was filed on March 19, 1930, showing an estate amounting to $65.00. Nothing further has been done by the administrator, although the year in which an account should have been stated expirted on September 5, 1930. The administrator also obtained an order of sale from the Orphan's Court but never returned an account of sales.

Claims filed in the Orphan's Court against Mrs. Ailsworth's estate, amount to a total of $451.00, which includes the claim of Dr.C.C. Ward.

Court question and answer:

"I know nothing further."

Test: Harry C. Dashiell, Exm., Florence E. Dryden

There being no further witnesses produced to me to be examined, I herewith at the request of the 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 18th day of November, nineteen hundred and thirty.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell, | Examiner | $4.00 |
| Arintha Dize | Witness and mileage | 1.75 |
| | | $5.75 |

And thereafter, to wit, on the 2nd day of January, 1931, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Christopher C. Ward | ) | No.4209 Chancery |
| Vs. | ) | Circuit Court for |
| Charles Custis Cartwright, et al., | ) | Somerset County, |
| | ) | Maryland. |
| | ) | |

The above cause standing ready for hearing and having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 30th day of December, in the year nineteen hundred and thirty by the Circuit Court for said 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 five 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 said Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one half cash on day of sale and the balance in one year from said date or all cash at the option of the purchaser, the credit portion if any shall bear interest from day of sale and be secured by the bond of the purchaser with surety to the satisfaction of the said trustee and soon as may be convenient after 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 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 trust.

And at the time of advertising said sale as aforesaid, the said trustee shall also give notice to all creditors of Mary James Ailsworth, deceased to file their just claims duly authenticated with the Clerk of the Court within thirty days from the date of said sale

Robt. F. Duer,

And thereupon the said Geo. 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 & 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 five hundred dollars ($500.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this second day of January, nineteen hundred and thirty-one.

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 Christopher C. Ward Vs. Charles Custus Cartright, et al., now pending in said Court, the same being No.4209 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.

Geo. H. Myers (SEAL)

Corporate Seal.

Hartford Accident & Indemnity Co.,
By Geo. H. Myers, Attorney-in Fact.

Marion R. Propst,
Witness.

Which said Bond was thus thereon endorsed, to wit:

Approved,
J. Millard Tawes, Clerk.

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And thereafter, to wit, on February 17th, 1931, 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:

| | | |
|---|---|---|
| Christopher C. Ward | ) | No.4209 Chancery |
| Vs. | ) | In the Circuit Court |
| Charles Custus Cartwright 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 in Crisfield, Maryland on the seventh day of February in the year nineteen hundred and thirty-one 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:

All the right, title, interest and estate of all the parties to the aforesaid Chancery Cause, in and to all that lot or parcel of land situate in the town of Crisfield, in said Somerset County, lying and binding on a street or lane which leads from Chesapeake Avenue to Maple Avenue, whereon Mary James Ailsworth resided in her lifetime and at the time of her death, the same being all of the real estate of which the said Mary James Ailsworth died seized located in said Somerset County.

And sold the same to Paul Cullen of said Somerset County, he being then and there the highest bidder therefor, at the sum of four hundred and one dollars and said purchaser has complied with the term of sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct.,

On this 17th day of February, nineteen hundred and thirty-one 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 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.

J. Millard Tawes, J.P.

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

| | | |
|---|---|---|
| Christopher C. Ward | ) | No.4209 Chancery |
| Vs. | ) | In the Circuit Court |
| Charles Custus Cartwright. | ) | 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 seventeenth day of March, 1931, Provided a copy of this Order be inserted in some newspaper printed in said Somerset County, once in each of three successive weeks before the sixteenth day of March 1931.

The Report states the amount of Sales to be $401.00.

J.Millard Tawes, Clerk.

And now at this day, to wit, on the 19th day of March, in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| Christopher C. Ward | ) | In the Circuit Court |
| Vs. | ) | In Equity. |
| Charles Custus Cartwright | ) | For Somerset County |
| | ) | March Term, 1930. |

Ordered by the Court, This 19th day of March, 1931 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: J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Clarence P. Lankford, Ex Parte. | ) | Be it remembered that hereto- |
| Trust created by mortgage from Samuel R.Wright and | ) | fore to wit, on the 7th day |
| Candis Wright, his wife, and Sarah Harris and Jolley | ) | of February, in the year nine- |
| Harris, her husband, to Charles L. Matthews and as- | ) | teen hundred and thirty-one, |
| signed by said Charles L. Matthews to Clarence P. | ) | a certain Clarence P.Lankford |
| Lankford, for the purpose of foreclosure. | ) | of Somerset County and State |
| No.4313 Chancery. | ) | of Maryland in his proper per- |
| | ) | son exhibited and filed in the |
| | ) | Circuit Court here a certain |
| | ) | mortgage executed and deliver- |
| | ) | ed to Charles L. Matthews, by |

a certain Samuel R. Wright and wife and Sarah Harris and Jolley Harris, her husband said county and State, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 22nd day of January, in the year nineteen hundred and twenty-five by Samuel R. Wright and Candis Wright, his wife, of Somerset County, in the State of Maryland, and Sarah Harris and Jolley Harris, his wife, of the City of Philadelphia, in the State of Pennsylvania; Whereas the said Samuel R. Wright and Sarah Harris have this day borrowed from Charles L. Matthews of Somerset County, in the State of Maryland, the sum of Seven Hundred and Eighty-seven Dollars ($787.00) which the said Charles L. Matthews has advanced and loaned to the said Samuel R. Wright and Sarah Harris to enable the said Samuel R.Wright and Sarah Harris to complete the purchase of the first hereinafter described parcel of real estate conveyed unto the said Samuel R. Wright and Sarah Harris by Paul L. Gunby and wife by deed bearing date the 21st day of January, in the year nineteen hundred and twenty-five and which said sum so advanced has been paid the said Charles L. Matthews unto the said Paul L. Gunby on account of the purchase money for said real estate, and whereas the said Samuel R.

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Wright and Candis Wright his wife, and Sarah Harris and Jolley Harris her husband, have executed and delivered unto the said Charles L. Matthews their bill obligatory for said sum of seven hundred and eighty-seven dollars ($787.00) dated evenly herewith, payable to the said Charles L. Matthews, 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 Samuel R. Wright and Candis Wright his wife, and Sarah Harris and Jolley Harris, her husband, 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 R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris, her husband, have granted and by these presents do grant and convey unto the said Charles L. Matthews, his heirs and assigns, all those lots or parcels of land situate, lying and being in Lawson's District, Somerset County, in the State of Maryland, and described as follows, (First) all that lot or parcel of land containing six (6) acres, more or less, located on the South-east side of the public road known as the "Holland Road," bounded on the North-east by the land of Ross Ward, on the South-west by the land of George Croswell, and on the South-east by the lands of A.L. Whittington and Henry Ward, being the same and all the real estate and premises conveyed unto the said Samuel R. Wright and Sarah Harris by Paul L.Gunby and wife by deed bearing date the 21st day of January, in the year nineteen hundred and twenty-five, not yet delivered or recorded, but intended to be delivered and recorded among the Land Records of Somerset County cotemporaneously with this mortgage,

Second), All those lots or parcels of land which were conveyed unto the said Samuel R. Wright by Luther T. Miles and wife by deed bearing date the twenty-second day of May, in the year nineteen hundred and twenty, and recorded among the said Land Records in Liber W.J.S.No. 84, folio 255, and

(Third), All those lots or parcels of land which were conveyed unto the said Samuel R. Wright by Luther T. Miles and wife and Guy R. Garrison and wife by deed bearing date the twenty second day of May, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S.No.84, folio 256 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 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 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 Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris 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 of this mortgage, then the entire mortgage debt shall be deemed due and demanable; 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 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 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 alien 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 existence 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 thereonto 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 mortgage 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.

| | | |
|---|---|---|
| Witness as to Samuel R.Wright and Candis Wright. | Samuel R. Wright | (SEAL) |
| | her Candis X Wright mark | (SEAL) |
| Fred N. Holland | Sarah Harris | (SEAL) |
| Witness as to Sarah Harris and Jolley Harris. | his Jolley X Harris mark | (SEAL) |
| Tobias Saunders | | |
| Agnes E. Hydes | | |

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of January, in the year nineteen hundred and twenty-five before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Samuel R. Wright and Candis Wright, his wife, 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 per

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Fred N. Holland,
Justice of the Peace.

State of Pennsylvania, Philadelphia County, to wit:

I hereby certify that on this 26th day of January, in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Philadelphia County, aforesaid, personally appeared Sarah Harris and Jolley Harris, her husband mortgagors named in the foregoing mortgage, and acknowledged the foregoing mortgage to be their respective act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year aforesaid.

Seal
of
Notary

Agnes E. Hyde,
1444 N 13th Philadelphia, Pa.,

Notary Public.

My Commission expires March 6, 1927.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st 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, aforesaid, personally appeared Charles L. Matthews, 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.

Fred N. Holland,
Justice of the Peace.

Received for record February 3rd, 1925, and recorded in Liber W.J.S.No.89, folio 56 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling ,Clerk.

Assignment:

I hereby assign the within mortgage to Clarence P. Lankford for the purpose of foreclosure.

Witness my hand and seal this 4th day of February in the year nineteen hundred and thirty-one.

Witness: Chas. L. Tawes Charles L.Matthews his X mark (SEAL)

Filed for record February 7th, 1931, and recorded in Liber W.J.S.No.89, folio 57.

Test: J. Millard Tawes, Clerk.

And thereupon the said Clarence P. Lankford, Assignee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That Clarence P. Lankford, as principal, and and the American Surety Company of New York, a body corporate duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve 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, jointly and severally, firmly by these presents, sealed with our seals, and dated this 6th day of February, in the year nineteen hundred and thirty-one.

Whereas the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris her husband to Charles L. Matthews, dated the 22nd day of January 1925, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.89, folio 56 etc, (which said mortgage has been assigned by the said Charles L. Matthews unto the said Clarence P. Lankford for the purpose of foreclosure, as will appear by assignment 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 mortgaged 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 the assignment thereof, 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 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 duly authorized agent and attorney in fact the day and year first above written.

Witness: Clarence P. Lankford (SEAL)

S. Frank Dashiell Corporate Seal. American Surety Company of New York

By Harry C. Dashiell, Attorney.

Which said bond was thus thereon endorsed, to wit:

The within bond approved this 7th day of February 1931.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 13th day of March, in the year nineteen hundred and thirty-one 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.4313 Chancery |
| Trust created by mortgage from Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris, her husband to Charles L. Matthews, and assigned by said Charles L. Matthews to Clarence P. Lankford for the purpose of foreclosure. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |
| | ) | |

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, under and by virtue of a mortgage from Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris, her husband, to Charles L. Matthews, bearing date the twenty-second day of January, in the year nineteen hundred and twenty-five, and duly recorded among the Land Records of said Somerset County in Liber W.J.S.No.89, folio 56 etc, (which said mortgage has been assigned by the said Charles L. Matthews to the said Clarence P. Lankford for the purpose of foreclosure) as will appear by assignment duly recorded among the said Land Records) and duly authorized by said mortgage and assignment (default having occurred in the covenants and conditions of said mortgage) 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 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 said Somerset County for twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Post Office at Marion Station, Somerset County, Maryland, on Saturday, the 28th day of February in the year nineteen hundred and thirty-one, 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 described and conveyed in said mortgage, in manner following, that is to say:

Your assignee first offerred at public sale to the highest bidder, all that lot or parcel of land with the improvements thereon, situate, lying and being in Lawson's District, Somerset County in the State of Maryland, containing six (6) acres of land, more or less, located on the

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South-east side of the public road known as the "Holland Road," bounded on the North-east by the land of Ross Ward, on the South-west by the land of George Croswell, and on the South-east by the land of A.A. Whittington and Henry Ward, being the same and all the real estate and premises conveyed unto the said Samuel R. Wright and Sarah Harris by Paul L. Gunby and wife by deed bearing date the twenty-first day of January, in the year nineteen hundred and twenty-five and recorded among the said Land Records of said Somerset County in Liber W.J.B.No.91, folio 355, whereupon Charles L. Matthews, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Five Hundred Dollars ($500.00)

Your Assignee next offerred at public sale to the highest bidder, all those lots or parcels of land situate, lying and being in said Lawson's District, County and State aforesaid, which are laid down and described as Lots No.9A, 10A, 11A, 35A, 36A, 37A, 9 B, 10 B, 11B, 35B, 9C, 10C, 11C, 34C, 35C, 36C, 9D, 10D, 11D, 27D, 28D, 29D, and 8E, on the plat filed with, and as a part of a deed from Luther T. Miles and wife to John H. Parsons and Aden Davis, Jr., bearing date the twenty-third day of November, in the year nineteen hundred and sixteen, and recorded among said Land Records in Liber W.J.S.No.71, folio 35/ etc, being the same and all the real estate and premises conveyed unto the said Samuel R. Wright by Luther T.Miles and wife by deed bearing date the twenty-second day of May, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S.No.84, folio 255 etc, whereupon the said Charles L. Matthews being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Seventy-five dollars ($75.00).

Your Assignee next offerred at public sale to the highest bidder, all those lots or parcels of land, which are laid down and described as Lots Nos.5A, 6A, 7A, 8A, 31A, 32A, 33A, 34A, 5B, 6B, 7B, 8B, 31B, 32B, 33B, 34B, 5C, 6C, 7C, 8C, 30C, 31C, 32C, 33C, 5D, 6D, 7D, 8D, 23D, 24D, 25D, 26D, 4E, 5E, 6E, and 7E, on the aforesaid plat, being the same and all the real estate and premises conveyed unto the said Samuel R. Wright by Luther T. Miles and wife and Guy Garrison and wife by deed bearing date the twenty-second day of May, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S.No.84, folio 256 etc, whereupon the said Charles L. Matthews being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of One Hundred Dollars ($100.00).

And your assignee further reports that purchaser has paid the sum of two hundred and twenty-five dollars and twenty cents in cash, and has given his note for the balance of four hundred and forty-nine dollars and eighty cents, payable on the ratification of said sales by this Court.

And your Assignee has distributed the proceeds of said sales, as follows:

| | | |
|---|---|---|
| By the whole amount of sales---------- | | $675.00 |
| To costs and expenses: | | |
| To advertising sale and order nisi,---------- | $32.50 | |
| To State and County taxes,---------- | 104.95 | |
| To Clerk's fees, including record,---------- | 11.50 | |
| Auctioneer,---------- | 5.00 | |
| Premium on bond,---------- | 10.00 | |
| Edward P. Wyatt, insurance permit,---------- | 1.00 | |
| Solicitor---------- | 10.00 | |
| Commissions,---------- | 51.25 | |
| Balance of this fund to Charles L. Matthews, mortgagee, on account of his mortgage debt, per mortgage filed in this cause,---------- | $448.80 | $675.00. |
| Statement of amount due Charles L. Matthews, mortgage, per mortgage filed in this cause, | | |

| | |
|---|---|
| Amount of principal and interest due February 28th, 1931, ---------- | $606.20 |
| Less allowance on account of said mortgage debt above, ---------- | 448.80 |
| Balance due the said Charles L. Matthews, mortgagee, ---------- | 157.40 |

And your Assignee prays the ratification of his said proceedings and of the distribution of the proceeds thereof by him made.

Respectfully submitted,

Clarence P. Lankford, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 13th day of March, in the year nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset 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 sales therein reported were fairly made.

J. Millard Tawes, Clerk.

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

| | |
|---|---|
| Clarence P. Lankford, Ex parte. | ) |
| Trust created by mortgage from Samuel R. Wright and Candis Wright his wife, and Sarah Harris and Jolley Harris her husband, to Charles L. Matthews and assigned by said Charles L. Matthews to Clarence P. Lankford for the purpose of foreclosure. | ) No.4313 Chancery<br>) In the Circuit Court<br>) For Somerset County. |

Ordered by the Circuit Court for Somerset County this 13th day of March, nineteen hundred and thirty-one, that the sales of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Assignee for the purpose of foreclosure of a mortgage from Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris, her husband, to Charles L. Matthews 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 20th day of April, 1931, 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 17th day of April, 1931.

The report states the amount of sales to be $675.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 30th day of April, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee, the Court here passed the following order, to wit:

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| Clarence P. Lankford, Ex-parte, | ) |
| Trust created by mortgage from Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris, her husband, to Charles L. Matthews, and assigned by said Charles L. Matthews to Clarence P. Lankford, for the purpose of foreclosure. | ) No.4313 Chancery<br>) In the Circuit Court<br>) For Somerset County. |

Ordered by the Circuit Court for Somerset County, this 30th day of April, nineteen hundred and thirty-one, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Assignee for the purpose of foreclosure, of a mortgage from Samuel R. Wright and Candis Wright, his wife, and Sarah Harris and Jolley Harris, her husband, to Charles L. Matthews, and the distribution of the proceeds thereof by him made, be and the same is hereby finally ratified and confirmed, no cause to 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.

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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 same is accordingly done.

Per: J. Millard Lawes ,Clerk.

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| H. Fillmore Lankford, Solicitor. In the matter of the tax sale of real estate in Deals Island Election District, in Somerset County, Maryland assessed to Adeline Robinson for the years of 1927 and 1928, made by Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County. Ex Parte. W. Edelen Webster, Purchaser. | Be it remembered that heretofore to wit, on the 24th day of December, in the year nineteen hundred and thirty, a certain Harry T. Phoebus, Collector of State and County Taxes for the Deals Island Collection district of Somerset County for the years 1927 and 1928 by H. Fillmore Lankford 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:

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| In the matter of the tax sale of real estate in Deals Island District, in Somerset County, Maryland assessed to Adeline Robinson for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County for said years. W. Edelen Webster, Purchaser, Ex parte. | No.4298 Chancery In the Circuit Court For Somerset County, Maryland, |

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

The report of Harry T. Phoebus, Treasurer of Somerset County, and Collector of State and County Taxes for said county, respectfully represents:

That on the 30th day of June 1927, the County Commissioners of Somerset County made the annual levy of State and County Taxes upon the taxable property in said County, and that within sixty days after said levy, I, the said Harry T. Phoebus, in pursuance of my duty 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 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 every 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 Adeline Robinson, in Deals Island District, County and State aforesaid, the sum of seven dollars and ninety cents, county taxes and the sum of one dollar and ten cents, state taxes, which said taxes were due and in arrears on the 1st day of January 1928.

That in the month of August 1927, I, the said Harry T. Phoebus, Treasurer and Collector as aforesaid, for said year, did give notice of said annual levy by advertisement inserted once a week for three successive weeks in two newspapers published in said county, that is to say, in the "Marylander and Herald," published in Princess Anne, Maryland, and in the "Crisfield Times," published in Crisfield, Maryland, and I, the said Harry R. Phoebus, County Treasurer and Collector as aforesaid, prepared the tax bills for 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, persons or corporate institutions, to whom the property included in such tax bills was assessed, so far as their residence or post office was known or ascertained by me, on or before the first day of October next succeeding said levy, and to which said tax bills a notice was annexed that if said taxes were not paid on or before the first day of January then next, with the interest thereon, said taxes would be collected by process of law, and that the tax bill of the said Adeline Robinson was addressed to her at Wenona, Somerset County, Maryland, her last known post office address.

That on the twenty-ninth day of June, 1928, the County Commissioners of Somerset County made the annual levy of State and County Taxes upon the taxable property in said County and that within sixty days after said levy I, the said Harry T. Phoebus, in pursuance of my duty 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 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 every district, and showing the amount of state and county taxes due and owing by every person, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to the said Adeline Robinson, in Deals Island District, County and State aforesaid, the sum of seven dollars and eighty cents, county taxes, and one dollar and three cents, state taxes, which said taxes were due and in arrears on the first day of January, 1929.

That in the month of August 1928, I, the said Harry T. Phoebus, Treasurer and Collector as aforesaid, for said year, did give notice of said annual levy by advertisement inserted once a week for three successive weeks in two newspapers published in said county, that is to say, in the "Marylander and Herald," published in Princess Anne, Maryland and in the "Eastern Shore Republican," published in Princess Anne, Maryland, and I, the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, prepared the tax bills for each taxpayer and forwarded the same by mail or delivered the same to the person, persons or corporate institutions, or to the agent of the person, persons or corporate institutions, to whom the property included in such tax bills was assessed, so far as their residence or post office was known or ascertained by me, on or before the 1st day of October next succeeding said levy, and to which said tax bills a notice was annexed that if said taxes were not paid on or before the first day of January, then next, with the interest thereon, said taxes would be collected by process of law, and that the tax bill of the said Adeline Robinson was addressed to her at Wenona, Somerset County, Maryland, her last known post office address.

That said state and county taxes for the said years 1927 and 1928, being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Adeline Robinson, and upon which said taxes were levied, in said Deals Island District, in Somerset County, Maryland, and I, the said Harry T. Phoebus, Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes for said years 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 "Eastern Shore Republican," a newspaper published in said Somerset County for four successive weeks before the day of sale, 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 years for which the property was assessed, and that I, the said Harry T. Phoebus, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Thursday, the second day of January 1930, 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

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that parcel of land, being the real estate assessed to the said Adeline Robinson in said Deals Island District, Somerset County, Maryland, for said years, described as follows:

All that lot of land in Deals Island District, in said county and state and improvements on the county road adjoining the lands of Charles Robinson, E. Bennett and C.H. White, and assessed to Adeline Robinson for 1927 and 1928, and sold the same to W. Edelin Webster of Somerset County, he being then and there the highest bidder therefor, at and for the sum of twenty-three dollars and seven cents, which he has fully paid, and a copy of said advertisement is herewith filed as a part of this report, and is marked "Exhibit A" and I, the said Harry T. Phoebus County Treasurer and Collector of State and County Taxes for Somerset County hereby report said sale and the proceedings aforesaid for ratification by this Court.

Harry T. Phoebus,
County Treasurer and Collector of State and
County Taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of December, nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein set forth and stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof I hereto subscribe my name and affix my Notarial Seal the day and year aforesaid.

Seal of Notary. Gertrude Holland,
Notary Public.

Exhibit "A" referred in the foregoing Report and Affidavit.

Treasurer's Sale for 1928 Taxes.

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 Thursday Jan.2nd, 1930, 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 said land for the years mentioned therein, 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 cost of sale.

No.30. All that lot in Deals Island district in said county and state, and improvements on the county road, adjoining the lands of Chas. Robinson, E. Bennett and C.H.White and assessed to Adeline Robinson for 1927 and 1928.

Harry T. Phoebus,
County Treasurer for Somerset County.

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

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| In the matter of the tax sale of real estate in Deals Island Election District, in Somerset County, Maryland, assessed to Adeline Robinson for the years 1927 and 1928 made by Harry T.Phoebus County Treasurer and Collector of State and County Taxes for said Somerset County. Ex parte. | ) | No.4298 Chancery In the Circuit Court For Somerset County, Maryland. |
| W. Edelin Webster, Purchaser. | ) | |

Whereas a certain Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as County Treasurer and Collector as aforesaid, to W. Edelin Webster of all

that lot of land in Deals Island District, in Somerset County, Maryland, and the improvements thereon, on the county road adjoining the lands of Charles Robinson, E. Bennett and C.H.White, assessed to Adeline Robinson for the years 1927 and 1928, and sold for the payment of state and county taxes due and in arrears for said years, together with all the proceedings in relation to said sale, and whereas upon careful examination it appears to the Court that the proceedings are regular and that the provisions of law in relation thereto have been complied with.

It is thereupon ordered by the Circuit Court for Somerset County, in Equity, this 30th day of December, nineteen hundred and thirty, that notice be given by publication of a copy of this order in some newspaper published in Somerset County, once a week for three successive weeks before the 28th day of January 1931, requiring all persons interested in said property so sold to be and appear in this Court by the 9th day of March 1931, to show cause, if any they have, why said sale should not be ratified and confirmed.

The report states the amount of sale to be twenty-three dollars and seven cents.

Robt. F. Duer,
Judge of said Court.

And now at this day, to wit, on the 1st day of May, in the year nineteen hundred and thirty-one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order, to wit:

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| In the matter of the tax Sale of real estate in Deals Island Election District, in Somerset County, Maryland, assessed to Adeline Robinson for the years 1927 and 1928, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County, Ex parte.<br><br>W. Edelin Webster, Purchaser. | No.4298 Chancery,<br>In the Circuit Court<br>For Somerset County,<br>In Equity. |

In the above entitled cause, it appearing that notice has been given by the publication of the Order Nisi heretofore issued in this cause, in the Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of the said order nisi and no objections having been made and no cause to the contrary having been shown, it is hereby ordered and decreed this 28th day of March in the year nineteen hundred and thirty-one, by the Circuit Court for Somerset County, in Equity, that the aforegoing report of sales and the sale therein 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. Millard Lawes, Clerk.

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| Gordon Tull, Assignee under a Mortgage | ) | Be it remembered that |
| from Theresa Goodman and husband to the Peoples | ) | heretofore to wit, on |
| Bank of Somerset County, Inc., Ex Parte. | ) | the 3rd day of March, |
| No.4320 Chancery. | ) | in the year nineteen |
| | ) | hundred and thirty-one, |
| | ) | a certain Gordon Tull, |
| | ) | of Somerset County and |
| | | State of Maryland, in |

his proper person exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Peoples Bank by a certain Theresa Goodman and husband, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twenty-ninth day of March, in the year nineteen hundred and twenty-seven by Theresa Goodman and Abraham Goodman, her husband, both of Somerset County, Maryland, witnesseth: Whereas the said Theresa Goodman is indebted unto the Peoples Bank of Somerset County, a corporation in the just and full sum of Eighteen Hundred Dollars ($1800.00) for money this day loaned to the said Theresa Goodman under an agreement that the said money is to be applied only to the payment of present existing indebtedness in curred in the operation of the Goodman Busy Corner mercantile business, and the said Theresa Goodman has given therefor unto the said Peoples Bank her promissory note of even date herewith, payable to the said Peoples Bank, its successors and assigns, one year after date, with interest from date, payable quarterly 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, as and for a stock indebtedness loan.

Now therefore this Mortgage witnesseth, that for and in consideration of the premises and of the sum of one dollar, the said Theresa Goodman and Abraham Goodman her husband, do hereby grant and convey unto the said Peoples Bank of Somerset County, its successors and assigns, all those two lots, tracts and parcels of land, situate, lying and being in the town of Princess Anne, Somerset County, Maryland, and described as follows:

First: All that lot with the improvements thereon situate, lying and being in said town of Princess Anne, in West Princess Anne District, Somerset County, Md., on the west side of an abutting Church Street, and being the property on said Church Street, between the Chas. H. H ayman property on the north and the St. Andrews Episcopal Church property on the south and extending back from said Church Street a distance of 120 feet to the property of Horatio W. Jones and being the same property conveyed to Theresa Goodman by deed from John B. Davis and Ethel, his wife, dated April 7th, 1919, and recorded in Liber W.J.S.No.78, folio 83, hereby referred to and made a part hereof for a fuller description.

Second: Also all that lot of land in East Princess Anne District, Somerset County, on the East side of Main St. or Somerset Avenue, on the south-east corner formed by the intersection of said Somerset Ave., or Main Street, with Broad Street, the same being a one-half undivided interest in said lot, and said lot being subject to a yearly ground, rent of $30.00, which said lot was conveyed unto said Theresa Goodman and to Joseph Goodman by deed from Henry J.White and wife dated June 10th, 1926, and recorded in Liber W.J.S.No.93, folio 167, hereby referred to and made a part hereof for a fuller and more complete description of the interest herein 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 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 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 Theresa Goodman and Abraham Goodman, 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 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 for L. Creston Beauchamp its, her 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 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 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 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 alien 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 existence 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 to be effected thereonto 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 the said improvements, and whatever sum the said mortgagee may be required to pay for such

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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: Theresa Goodman (SEAL)

Vernon E. White Abraham Goodman (SEAL)

State of Maryland, Somerset County, County, to wit:

I hereby certify that on this 29th day of March, in the year nineteen hundred and twenty-seven before me, the subscriber, a Notary Public, of the State of Maryland in and for Somerset County, aforesaid, personally appeared Theresa Goodman and Abraham Goodman 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 Omar J. Croswell, Cashier of the said Peoples Bank 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 Mortgagee 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.

Seal of Notary. Vernon E. White, Notary Public.

Received for record March 31st, 1927, and recorded in Liber G.W.L.No.95, folio 126, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment:

For value received the Peoples Bank of Somerset County, a corporation hereby assigns the within and foregoing mortgage to James S.P.White without recourse to said Bank.

Witness the hand of Henry J. Waters, President of the said Peoples Bank of Somerset County a corporation and the corporate seal of said Bank this 3rd day of April 1930.

Test: Seal of Bank. Henry J. Waters, President of the Peoples Bank of Somerset County, a corporation.

O. J. Croswell, Cashier.

Filed for record Apr.3rd, 1930, and recorded in Liber G.W.L.No.95, folio 126,

Test: Geo.W. Lawson, Clerk.

Assignment:

For value received I hereby assign the within and foregoing mortgage to Gordon Tull for the purpose of foreclosure.

Witness my hand and seal this 2nd day of March, in the year 1931.

Test: James S.P.White (SEAL)

O. J. Croswell

Filed for record March 3rd, 1931, and recorded in Liber G.W.L.No.95, folio 127,

Test: J.Millard Tawes, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, That we, Gordon Tull, Principal, and James S.P. White and J. Arthur White, sureties, all of Somerset County, Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-six Hundred Dollars ($3600.00) current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 3rd day of March, in the year nineteen hundred and thirty-one.

Whereas the above bounden Gordon Tull, by virtue of power contained in a mortgage from Theresa Goodman and Abraham Goodman, her husband to the Peoples Bank of Somerset County, a corp., etc., dated March 29th, 1927, and recorded in Liber G.W.L.No.95, folios 126 etc, and assigned by said Peoples Bank to James S.P.White is about to execute the trust reposed in him by virtue of an assignment of said mortgage from said James S.P.White for the purpose of foreclosure (default having occurred under the covenants of said mortgage)

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 by said mortgage, 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 our hands and seals the day and year first above written.

Test:

Kathleen Ford

Gordon Tull (SEAL)

James S.P.White (SEAL)

J.Arthur White (SEAL)

Which said bond was thus thereon endorsed, to wit:

Assignee's Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit on the 1st day of April, in the year Nineteen hundred and thirty-one, the said Assignee 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, Assignee, under a Mortgage from Theresa Goodman and Abraham Goodman, to The Peoples Bank of Somerset County, Ex parte. | ) | No.4320 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County: |
| | ) | |

To the Honorable the Judge of said Court:

The Report of Gordon Tull, assignee under a mortgage from Theresa Goodman and Abraham Goodman, her husband, to the Peoples Bank of Somerset County, dated March 29th, 1927, and recorded in Liber G.W.L.No.95, folios 126 etc, to make sale of the real estate mentioned therein, Respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites, as required by law and the power contained in said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Eastern Shore Republican, a weekly Newspaper printed and published in Somerset County, for four successive weeks, and more than twenty days before the said sale, he, his, pursuant to said notice, as well as to other notices by posters set up at the Court house door over twenty days before said sale, attend at the said Court house door in Princess Anne, Md., on Tuesday March 31st, 1931, at the hour of two o'clock P.M., and then and there proceeded to sell said property mentioned in said mortgage, in manner following, that is to say:

Your Assignee offered at public auction sale to the highest bidder for cash, the property mentioned in said mortgage, situate lying and being on the West side of Church Street, in Princess Anne Somerset County, Maryland, bounded on the north by the C.H.Hayman property, and on the south by the Episcopal Church property and on the west by property of Horatio W. Jones a distance of 120 feet from said Church St., and being the property conveyed to Theresa Goodman by deed from John B. Davis & wife, dated April 7th, 1919, and recorded in Liber W.J.S.No.78, folio 83, being the home place of said Theresa Goodman and improved by the Goodman Home.

And your Assignee sold the above described property to Abraham Goodman at and for the sum of Twenty-four hundred dollars ($2400.00) he being then and there the highest, best and

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only bidder therefor and the said purchaser has complied with the terms of sale, and this being in the neighborhood of enough to satisfy said mortgage with interest and costs of foreclosure, your assignee then quit and did not sell the second piece of property in the mortgage.

And as the said property did not sell for quite enough to pay the said mortgage indebtedness with costs of foreclosure, taxes, interest, etc., your assignee has audited the proceeds of sale in this report of sale and prays your Honor to ratify the same with said report of sale; the same being as follows:

| | | |
|---|---|---|
| Whole amount of Mortgage Indebtedness due with Int. ---------- | | $1881.00 |
| Foreclosure Expenses. | | |
| Court Expenses and costs, ---------- | $21.00 | |
| Auctioneer, ---------- | 5.00 | |
| Advertising Sale and Order Nisi---------- | 24.00 | |
| State and County Taxes ---------- | 202.00 | |
| Municipal Taxes, ---------- | 151.66 | |
| Assignees Commissions,---------- | 134.00 | |
| Total Foreclosure Expense, ---------- | $537.66 | |
| Whole amount of Mortgage with interest and costs, etc,, ---------- | | 2418.66 |
| Less Total amount of Sales for property,---------- | | 2400.00 |
| Leaves a deficiency due and unpaid, of---------- | | $ 18.66 |

Respectfully submitted,

Gordon Tull, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this first day of April, in the year 1931, before the subscriber Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the assignee named in the aforesaid mortgage and report of sale, and made oath in due form of law that the matters and things set forth in the above report of sale and distribution is true as therein set forth, and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

| | |
|---|---|
| Gordon Tull, Assignee under a mortgage from Theresa Goodman and husband to the Peoples Bank of Somerset County, Inc., Ex parte. | No.4320 Chancery In the Circuit Court For Somerset County. |

Ordered by the Circuit Court for Somerset County, in equity, this 1st day of April, 1931, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds of sale made in said report of sales, made and reported by Gordon Tull, Assignee under a power in said mortgage to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of May, 1931, provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, once a week in each of three successive weeks before the 30th day of April, 1931.

The Report States the amount of Sales to be $2400.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 4th day of May, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order, to wit:

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| Gordon Tull, Assignee under a mortgage from Theresa Goodman and husband to the Peoples Bank of Somerset County, Inc., Ex parte. | ) | No.4320 Chancery In the Circuit Court For Somerset County: |

Ordered by the Circuit Court for Somerset County, in Equity, this 4th day of May, 1931, that the report of sale with the distribution of the proceeds thereof, made in said report, made and reported by Gordon Tull, assignee be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; And the said assignee and trustee is allowed the usual commissions and such other and proper expenses as he shall produce vouchers for.

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. Millard Lawes, Clerk.

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| L. Paul Ewell, Ex Parte. Trust created under mortgage from Samuel W. Matthews and Lillie T. Matthews to Harry W. Brittingham. No.4278 Chancery | ) | Be it remembered that heretofore to wit, on the 2nd day of September, in the year nineteen hundred and thirty, a certain L. Paul Ewell, of Worcester County and State of Maryland, in his proper person exhibited and filed |

in the Circuit Court here a certain mortgage executed and delivered to Harry W. Brittingham by a certain Samuel W. Matthews, Lillie T. Matthews, his wife, of said Somerset County and State of Maryland, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 27th day of December, in the year nineteen hundred and nineteen by Samuel W. Matthews and Lillie T. Matthews, his wife, of Somerset County, Maryland.

Whereas, the said Samuel W. Matthews is indebted unto a certain Harry W. Brittingham in the sum of seven thousand and five hundred dollars ($7500.00) for money advanced as a part of the purchase price of the property hereinafter described and hereby mortgaged which is further evidenced by the bill obligatory of the said Samuel W. Matthews and Lillie T. Matthews his wife, payable to the order of the said Harry W. Brittingham, his personal representatives or assigns, three years from January 1, 1920, with interest payable annually on the first day of January of each year, the right being reserved in said bill obligatory to pay twenty-five hundred dollars ($2500.00) on the principal sum at the expiration of two years from said January 1, 1920, the said Samuel W. Matthews and Lillie T. Matthews, his wife, having the option to renew said bill obligatory at the expiration of said three years for a sum not to exceed five thousand dollars ($5000.00) the said renewal to be for a term of one year from the expiration of the said three years above mentioned, and to secure the payment of the same, 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 Samuel W. Matthews and Lillie T. Matthews, his wife, do hereby grant and convey unto the said Harry W. Brittingham his heirs and assigns, all that farm or tract of land, situate, lying and being in Dublin Election District of Somerset County

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Maryland, back from the County road leading from Pocomoke River Bridge to Dividing Creek, bounded on the North by the lands of Jacob Kersey and John Cropper (formerly William H.Hickman) on the East by the lands of William H. Pope, on the South by the lands of Alfred P. Dennis (swamp land) and the Pocomoke River and on the West by the lands of L.Chester Young and Charles Baker, containing ninety-eight (98) acres of land, more or less, being all and the same tract or parcel of land conveyed to the said Samuel W. Matthews by Thomas R. Merrill and Hattie A. Merrill, his wife by deed dated the 27th day of December,A.D., 1919, including the right of way or private lane leading from the County road to said land as mentioned in said deed.

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 the 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 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, 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 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least three 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 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: Samuel W. Matthews (SEAL)

Lillie L. Matthews (SEAL)

Cynthia Ardis

State of Maryland, Worcester County, to wit:

I hereby certify that on this 27th day of December, 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 Samuel W. Matthews and Lillie T. Matthews, 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 Harry W. Brittingham 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.

Seal of Notary. Cynthia Ardis, Notary Public.

Received for record December 31st, 1919, and recorded in Liber W.J.S.No.76, folio 342, one of the Land Records of Somerset County.

Per: W.Jerome Sterling, Clerk.

And thereupon the said L. Paul Ewell, Assignee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Paul Ewell of Pocomoke City, Worcester County Maryland, as principal and Harry W. Brittingham, as surety, also of Pocomoke City, Worcester County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of seven thousand and five hundred dollars ($7,500.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of September, 1930.

Whereas the above bounden L. Paul Ewell by virtue of the power contained in a mortgage from Samuel W. Matthews and Lillie T. Matthews, his wife, to Harry W. Brittingham, same bearing date December 27, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.76, folio 342, default having been made in the payment of the debt thereby secured, the said L. Paul Ewell, as attorney named therein for foreclosure, is about to sell the

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land and premises described therein.

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 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 and Harry W. Brittingham have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of — L. Paul Ewell, (SEAL) Principal

Cynthia Ardis — H.W.Brittingham (SEAL) Surety.

Which said bond was thus thereon endorsed, to wit:

Attorney's bond, approved,

Geo. W. Lawson, Clerk.

And thereafter to wit, on the 31st day of March, in the year Nineteen Hundred and thirty-one 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:

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|---|---|
| L. Paul Ewell, Ex Parte. | In the Circuit Court |
| Trust created under mortgage from Samuel W. Matthews and Lillie T. Matthews, to Harry W. Brittingham. | For Somerset County, Maryland, in Equity. No.4278 Ch ancery. |

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, Trustee for foreclosure in a mortgage from Samuel W.Matthews and Lillie T. Matthews, his wife, to Harry W. Brittingham dated December 27, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.76, folios 342 etc., shows:

That after giving bond with security approved by this Honorable 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 in the Somerset News, a newspaper published at Princess Anne, Somerset County, Maryland, at least twenty days before the day of sale, as provided by said mortgage and by notice set up in front of the Court House door in the town of Princess Anne, Somerset County, Maryland, at least twenty days before said day of sale, and by hand bills extensively circulated, he did, pursuant to said notice attend on the premises in Somerset County, Maryland, on Saturday, September 20, 1930, at ten o'clock in the morning, and then and there offered for sale at public auction, to the highest bidder, for cash, all that farm or tract of land situate lying and being in Dublin Election District of Somerset County, Maryland, back from the County road leading from the Pocomoke River Bridge to Dividing Creek, bounded on the north by the land of Jacob Kersey and John Cropper (formerly William H. Hickman) on the east by the lands of William H. Hope, on the south by the lands of Alfred P. Dennis (swamp land) and the Pocomoke River, and on the west by the land of L. Chester Young and the Baker farm, containing 98 acres of land, more or less, being all and the same tract or parcel of land by the aforesaid mortgage conveyed, which sale also includes the right of way or private lane leading from the County road to said land as mentioned and set forth in the deed to the said Samuel W.Matthews by Thomas R. Merrill and Hattie A. Merrill, his wife, by deed dated December 27, 1919, and sold the same to Harry W. Brittingham, he being then and there the highest bidder therefor, at

and for the sum of five thousand dollars ($5000.00).

Respectfully submitted,

L. Paul Ewell, Trustee.

State of Maryland, County of Worcester to wit:

I hereby certify that on this 28th day of March, A.D. 1931 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 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.

Seal of Notary. Cynthia Ardis, Notary Public.

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

| | | |
|---|---|---|
| L. Paul Ewell, Ex parte. | ) | In the Circuit Court |
| Trust created under mortgage from Samuel W. | ) | For Somerset County, |
| Matthews and Lillie T. Matthews to Harry W. | ) | Maryland, in Equity. |
| Brittingham. | ) | No.4278 Chancery. |
| | ) | |

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of the real estate mentioned in these proceedings made and reported by L. Paul Ewell, Trustee named for foreclosure in a mortgage from Samuel W. Matthews and Lillie T. Matthews, his wife, to Harry W. Brittingham dated the 27th day of December 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.76, folio 342, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of May, 1931, 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 May, 1931.

The report states the amount of sale to be $5000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 11th day of May, 1931, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County, Maryland, in equity this 11th day of May, 1931, that the sale made and reported by L. Paul Ewell, Trustee 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 said L. Paul Ewell is hereby allowed the usual expenses incident to said sale (not personal) including commissions according to 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: J. Millard Tawes, 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 thirty-one.

were Present: Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso. Judge.
Hon. Robert F. Duer, Asso. Judge.
Luther Daugherty, Sheriff. J. Millard Tawes, Clerk.

John S. Whaley, Attorney named in a Mortgage from Isaiah Spady and Mary Spady his wife, to Margaret S. Wilkins, et al., ex parte.

In the Circuit Court for Somerset County, Maryland.

No. 4314 Chancery.

Be it remembered that heretofore, to wit, on the 10th day of February in the year nineteen hundred and thirty-one, a certain John S. Whaley of Worcester County and State of Maryland, in his proper person exhibited and filed in the Circuit Court here, a certain mortgage executed and delivered to Margaret Spady Wilkins, of Northampton County, Virginia by a certain Isaiah Spady and Mary Spady his wife, of Somerset County, and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 15th day of September, in the year nineteen hundred and twenty-two, by Isaiah Spady and Mary Spady, his wife, of Somerset County in the State of Maryland, hereinafter called the mortgagors. Whereas the said mortgagors are indebted unto Margaret Spady Wilkins of Northampton County, Virginia, in the sum of two thousand dollars represented by two bills obligatory for the sum of one thousand dollars each, of even date herewith, payable on demand, with interest from date, unto Mary J. Eichelberger of Accomac County, Virginia, in the sum of five hundred dollars represented by bill obligatory for the said sum of five hundred dollars of even date herewith, payable on demand, with interest from date, unto Major H. Onley, of Accomac County aforesaid, in the sum of four hundred dollars represented by bill obligatory for the said sum of four hundred dollars of even date herewith, payable on demand, with interest from date, and unto Susan E. Grant of Accomac County, Virginia, in the sum of three hundred Dollars represented by bill obligatory for the said sum of three hundred dollars of even date herewith, payable on demand, with interest from date.

Whereas the said mortgagors desire to secure the payment of said sums of money to the said Margaret Spady Wilkins, Mary J. Eichelberger, Major H. Onley and Susan E. Grant, without preference or priority over each other by the execution of these presents.

Now therefore in consideration of the premises and of the said sums of money, the said Isaiah Spady and Mary Spady, his wife, do hereby grant and convey unto the said Margaret Spady Wilkins, Mary J. Eichelberger, Major H. Onley and Susan E. Grant all those tracts, parts of tracts or parcels of land lying and being situate in Brinkley's Election District in the County of Somerset in the State of Maryland, where the public road leading from Greenhill to Rehobeth intersects the public road leading from Pocomoke City to Rehoboth, and containing eighty-six and one quarter acres more or less, being all and the same lands which were conveyed to the said Isaiah Spady by Milton L. Veasey and wife, by deed dated October, 15, 1914, recorded among the land records of Somerset County aforesaid in Liber W.J.S.No.67, folio 482.

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 meam 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 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 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 Warner Ames, John W. Staton and John S. Whaley or any of them as Trustee, 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 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 Mortgagor or to whomsoever the same may be payable.

And in the event said mortgaged property, or any part thereof shall be advertised or suit shall be instituted, for a sale thereof under the powers hereby granted, or in the event suit shall be instituted for the purpose of obtaining a decree of Court for the sale thereof, and the said Mortgagors or any person on their behalf, shall pay said mortgage debt and interest after any such proceedings are instituted and before a sale, or after advertisement as aforesaid, the said Mortgagor covenants to pay to the party instituting any such proceeding, 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 alien upon the mortgage property. And no foreclosure proceeding or 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 interest of the Mortgagors in 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land in an amount satisfactory to the Mortgagees, 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 their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy

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or policies in thehands of the Mortgagees, 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 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 hands and seals of said Mortgagors.

Test: E. D. Hartman — his Isaiah X Spady (SEAL) mark

W. M. Garfle — Mary Spady (SEAL)

State of Virginia, Accomac County, to wit:

I hereby certify that on this 15th day of September, in the year nineteen hundred and twenty-two before me, the subscriber, a Notary Public of the State of Virginia in and for said County, personally appeared Isaiah Spady and Mary Spady, his wife, 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 before me, also personally appeared Warner Ames, Agent of Margaret Spady Wilkins, Mary J. Eichelberger, Major H. Onley and Susan E. Grant the mortgagees named in the foregoing 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 the agent of the said mortgagees duly authorized to make this affidavit.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year aforesaid.

Seal of Notary. — E. D. Hartman, Notary Public.

Received for record September 25th, 1922, and recorded in Liber W.J.S.No.83, folio 424, one of the Records of Somerset County.

W. Jerome Sterling, Clerk.

And thereupon the said John S. Whaley, Attorney filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, John S. Whaley of Worcester County, State of Maryland, as principal, and Hartford Accident & 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 four thousand dollars, to be paid to the said State or its certain attorney, towhich 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 seventh day of March, nineteen hundred and thirty-one.

Whereas the above bounden, John S. Whaley by virtue of the power and authority contained in a mortgage from Isaiah Spady and Mary Spady, his wife, dated September fifteenth, nineteen hundred and twenty-two, and recorded among the land records in Somerset County, Maryland, in Liber 83, folio 424, was authorized as attorney named in said mortgage to sell the property therein mentioned, and whereas default having occurred in the covenants and conditions of said mortgage, the said John S. Whaley is about to foreclose said mortgage and has advertised the property for sale under the powers contained therein.

Now the condition of this obligation is such, that if the above bounden, John S. Whaley, 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 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.

Edgar A. Jones, Witness. — John S. Whaley (SEAL)

Corporate Seal.

Hartford Accident & Indemnity Co.,
By Geo. H. Myers, Attorney in fact.

Bond Approved,

J. Millard Tawes, Clerk.

Filed for record March 7th, 1931, and recorded in Liber G.W.L.No.5, folio 76, one of the Records of Somerset County.

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on the 10th day of March, in the year nineteen hundred and thirty-one the said attorney 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:

| | | |
|---|---|---|
| John S. Whaley, Attorney named in a Mortgage from Isaiah Spady and Mary Spady, his wife, to Margaret S. Wilkins, et al., Ex parte. | ) ) ) ) ) | In the Circuit Court For Somerset County, Maryland, No.4314 Chancery. |

To the Honorable, the Judges of said Court:

The report of John S. Whaley, Attorney as hereinafter set forth, respectively represents:

That by virtue of the power contained in a mortgage from Isaiah Spady and Mary Spady his wife, to Margaret S. Wilkins, et al., dated September 15, 1922, recorded among the land records of Somerset County, Maryland in Liber W.J.S.No.83, folio 424, default having occurred therein, John S. Whaley, Attorney named in said mortgage, did, after at least three weeks' public notice in The Marylander and Herald, a weekly newspaper published in Somerset County aforesaid, and by handbills posted at the Court House door and many other conspicuous places in said Somerset County, and after having filed his bond which was duly approved, and complied with all the pre-requisites of law and of said mortgage, attend at the Court House door in Princess Anne, Somerset County, Maryland, Saturday, March 7, 1931, at two o'clock P.M., and did then and there sell at public auction to the highest bidder all those tracts, parts of tracts or parcels of land lying and being situate in Brinkley's Election District in Somerset County in the State of Maryland, where the public road leading from Greenhill to Rehoboth intersects the public road leading from Pocomoke City to Rehoboth, containing eighty-six and one-fourth acres of land, more or less, being all and the same lands which were conveyed to the said Isaiah Spady by Milton L. Veasey and wife by deed dated October 15, 1914, recorded among said land records of Somerset County in Liber W.J.S.No.67, folio 482, and Francis E. Matthews being then and there the highest and best bidder therefor, became the purchaser thereof at and for the sum of fifty-eight hundred dollars, which said sum has been paid in cash or its equivalent to the said attorney.

It was advertised and announced at the time of sale that the terms of sale were cash and that title papers would be at the expense of the purchaser, it was also announced at the time of sale that taxes would be paid to January 1, 1931.

All of which is respectfully submitted.

John S. Whaley, Attorney.

State of Maryland, Worcester County, to wit:

I hereby certify that on this 11th day of March, in the year 1931, before the subscriber, a Notary Public of the State of Maryland in and for said Worcester County, personally appeared John S. Whaley, Attorney named in the foregoing report, 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, 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 the day and year

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first herein written.

Seal of Notary.

Edith B. Carmean,
Notary Public.

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

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|---|---|---|
| John S. Whaley, Attorney named | ) | In the Circuit Court |
| in a mortgage from Isaiah Spady and Mary | ) | For Somerset County, |
| Spady, his wife, to Margaret S. Wilkins, | ) | Maryland, |
| et al., ex parte. | )) | No.4314 Chancery |
| | ) | March Term, 1931, to wit: |
| | ) | March 11th, 1931. |

Order Nisi:

Ordered that the sale made and reported by John S. Whaley, Attorney in the above cause described, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of April, 1931, 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 10th day of April 1931.

The report states the amount of sale to be $5800.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 22nd day of May, in the year nineteen hundred and thirty-one, comes again into Court here the said attorney by his solicitor aforesaid and on motion of the said attorney aforesaid, the Court here passed the following order, to wit:

In the Circuit Court for Somerset County May Term, 1931, to wit: May 22nd, 1931.

Ordered that the sale above reported 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 foregoing order.

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. Millard Tawes, Clerk.

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|---|---|
| Mary L. Johnson et al., | ) Be it remembered that heretofore to |
| Vs. | ) wit, on the 28th day of January, in |
| Sidney B. Ennis et al., | ) the year nineteen hundred and thirty- |
| No.4306 Chancery, In the Circuit Court | ) one, a certain Mary L. Johnson and |
| For Somerset County, In Equity. | ) Coley M. Ennis by Miles & Myers, their |
| | ) solicitor exhibited and filed in the |
| | ) Circuit Court here a bill of complaint |

against Sidney B. Ennis, Clark C. Ennis, William F. Ennis, James E. Ennis, Garland Ennis, Henry B. Ennis, Margaret Price, Marcie Burton, and James M' Crockett and Sidney B. Ennis executors of the will of Sidney C. Ennis and Pittsburg Plate Glass Company, a body corporate, and Rose Ennis, surviving widow of Sidney C. Ennis, which said bill of complaint is in the words following, to wit:

| | |
|---|---|
| Mary L. Johnson and Coley M. Ennis. | ) |
| | ) |
| Vs. | ) No.4306 Chancery |
| | ) |
| Sidney B. Ennis, Clark C.Ennis, William F.Ennis, James E. Ennis, Garland Ennis, Henry B. Ennis, Margaret Price, Marcie Burton and James M.Crockett and Sidney B. Ennis, executors of the will of Sidney C. Ennis and Pittsburg Plate Glass Company, a body corporate, and Rose Ennis, surviving widow of Sydney C. Ennis. | ) Circuit Court for Somerset County, Maryland. |
| | ) |

To the Honorable, the Judge of said Court:

Your orators complaining say:

First: That a certain Sydney C. Ennis, late of Worcester County, Maryland, departed this life on or about the 7th day of October, nineteen hundred and thirty, leaving a last will and testament which has been duly probated by the Orphans Court for said Worcester County, certified copy of which said will is herewith filed as part hereof marked "Plaintiffs' Exhibit A." and letters testamentary on said will have been granted by the Orphans Court for said Worcester County to the defendants, James M. Crockett and Sidney B. Ennis, executors named in said will, that by and under the third item of said will all of the property and estate of every kind and description, real, personal and mixed, and wheresoever situated, of which the said Sydney C. Ennis died seized or possessed, was devised and bequeathed unto the ten children of the said Sydney C. Ennis, namely, the plaintiffs, Mary L. Johnson and Coley M. Ennis and the defendants, Sidney B. Ennis, Clark C. Ennis, William F. Ennis, James E. Ennis, Garland Ennis, Henry B.Ennis, Margaret Price and Marcie Burton.

Second: That the personal estate of the said Sydney C. Ennis in the hands of his executors aforesaid, will be more than sufficient to pay all of the debts of the said Sydney C. Ennis and leave a blance for distribution among his said ten children, under the said third item of said will.

Third: That the said Sydney C. Ennis also died seized and possessed of a valuable farm or tract of land situate on the Pocomoke River in Somerset County in said State of Maryland, title to which he acquired by deed from James M. Crockett, Assignee, dated January seventh, nineteen hundred and twenty-six and recorded among the land records of said Somerset County in Liber No. 92, folio 450, certified copy of which said deed is herewith filed as part of this bill of complaint marked "Plaintiffs' Exhibit B" that the said Sydney C. Ennis owned no other real estate at the time of his death and that the said farm described in said Exhibit B. is now held as tenants in common, in equal shares, by the said ten children of the said Sydney C. Ennis, all parties to this suit, under said third item of said will.

Fourth: That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and that in order to make

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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.

Fifth: That under the second item of said will of said Sydney C. Ennis your orators are advised, believe and therefore charge, that it was the intention of the said testator that the indebtedness due him at the time of his death from any of his children, should be treated as advancements against the legacies and devises to such indebted children under said will, that the said defendants, Sidney B. Ennis and Clark C. Ennis were each indebted to their said father at the time of his death in an amount exceeding their respective distributive shares from the personal estate of the said Sydney C. Ennis and that the balance of said indebtedness due respectively from the said Clark C. Ennis and said Sidney B. Ennis constitutes a lien against their respective undivided shares and interests in the aforesaid farm, described in said Exhibit B. and that the executors of the will of the said Sydney C. Ennis are therefore necessary parties to this suit.

Sixth: That the defendant, the Pittsburg Plate Glass Company, a corporation under the laws of the State of Pennsylvania, holds a judgment of record against the defendant, Garland Ennis, dated April tenth, nineteen hundred and twenty-eight, for the sum of three hundred and twenty-nine dollars and ninety-three cents, with interest from said date, and eight dollars and sixty cents costs, said judgment being No.31 Trials, April Term, 1928, Circuit Court for Somerset County, which said judgment is subject to a credit of one hundred dollars and forty cents as of April twentieth, nineteen hundred and twenty-nine, and your orators are advised that said judgment constitutes a lien upon the interest of the said Garland Ennis in said property.

Seventh: That the said Sydney C. Ennis in his lifetime recovered a judgment by confession against the defendant, Clark C. Ennis, said judgment having been entered on the twelfth day of October, nineteen hundred and twenty-six, in No.39 Appearances, September Term, 1926, Circuit Court for Somerset County, for the sum of two thousand, four hundred and one dollars, and eighty-five cents, with interest from said date, two hundred and six dollars and seventy cents collection charges and seven dollars costs, which said judgment constitutes a lien against the interest of the said Clark C. Ennis in said farm.

Eighth: That the said Rose Ennis, surviving widow of the said Sydney C. Ennis, entered into an agreement in writing to and with the said Sydney C. Ennis in his lifetime, the original of which said agreement your orators are advised is now in the possession of the executors of the said Sydney C. Ennis, namely, the said James M. Crockett and Sidney B. Ennis, by and under the terms of which agreement the said Rose Ennis covenanted and agreed to consideration of the assignment to her of a mortgage for the sum of ten thousand dollars, by the said Sydney C. Ennis, which said sum and the income therefrom she has used and enjoyed during the lifetime of the said Sydney C. Ennis, waived all of her interest and claim in the estate of the said Sydney C/ Ennis and accepted said mortgage in lieu of her dower or legal share in the estate of the said Sydney C. Ennis and that the said Rose Ennis, as surviving widow aforesaid, has no interest in the said real estate of which the said Sydney C. Ennis died seized.

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 your orators and the said defendants according to their respective rights and interests.

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

May it please your Honor to grant unto yourorators the writ of subpoena directed to the said William F. Ennis, James E. Ennis, and Rose Ennis, and James M. Crockett, executor of Sydney C. Ennis, all adults residing in Worcester County in said State of Maryland, and to Garland Ennis, Henry B. Ennis, Clark C. Ennis, Margaret Price, Marcie Burton and Sidney B. Ennis, individually, and as executor of Sydney C. Ennis, deceased, 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 Pittsburg Plate Glass Company, a corporation under the laws of the State of Pennsylvania, a none-resident of this State, having its principal office in said State of Pennsylvania, of the object and substance of this bill, and warning it 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 it has, why a decree ought not to pass as parayed.
And as in duty bound,

Geo. H. Myers,
Solicitor for Complainants.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

I, Sydney C. Ennis, of Somerset County and State of Maryland, 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 and after the payment of the cost and expenses of erecting a monument at my grave at a cost not to exceed two hundred and fifty dollars, which I hereby direct my Executors to do as soon after my death as may be convenient arranged, I give, devise and bequeath my estate as follows:

Item 1. I make no provision herein for my beloved wife, Rose Ennis, because I have during my lifetime transferred and set over to my said wife a certain mortgage for ten thousand dollars which transfer was made in accordance with our mutual desire that provision for her be made during our lifetime, rather than to make provision by will after my death, and said mortgage was so assigned to her in accordance with our written agreement to the effect that said provision would be in lieu of all claims upon my estate.

Item 2. Certain of my children are indebted to me for various sums of money that I have advanced to them and it is not my intention hereby to release them from payment of their indebtedness to me, but it is my desire that each child shall pay into the estate such sums as may be due to me, so that there may be an equal division of my property among all of my children as hereinafter set forth.

Item 3. All of my property and estate of every kind and description, real, personal and mixed, and wheresoever situated, of which I may be seized and possessed or to which I may be entitled at the time of my death, I give, devise and bequeath unto my ten following named children, Sidney B. Ennis, Clarke C. Ennis, Coley M. Ennis, William F. Ennis, James E. Ennis, Garland Ennis, Henry B. Ennis, Margaret Price, Marcie Burton and Mary L. Johnson, to be held by them absolutely, share and share alike.

Item. 4. I do hereby nominate, constitute and appoint Sidney B. Ennis of Somerset County, Maryland and James M. Crockett of Worcester County, Maryland, 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 nineteenth day of July, in the year nineteen hundred and twenty-nine.

Sydney C. Ennis (SEAL)

Signed, sealed, published and declared by the above named Testator as and for his last will and testament in the presenceof us, who, at his request, in his presence, and the presence of each other, have hereunto subscribed our names as witnesses.

W. Marshall Scott
Francis D. Young

Worcester County, SS:

On the 14th day of October, 1930, came Francis D. Young, assistant cashier of The Pocomoke City National Bank of Pocomoke City, Maryland, and made oath in due form of law, that he does not know of any will or codicil of Sydney C. Ennis late of Worcester County, deceased, other than the above instrument or writing, and that said Bank received the same from said Sydney C.

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Ennis on July 19, 1929 and have ever since had custody thereof.

The Testator died on or about the ninth day of October, 1930.

Before, Paul Jones,
Register of Wills for Worcester County, Md.,

Worcester County, SS:

On the 14th day of October, 1930, came Francis D. Young, one of the subscribing witnesses to the aforegoing last will and testament of Sydney C. Ennis, late of said County, deceased, and made oath in due form of law that he did see the Testator 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 deed or contract, and that he together with W. Marshall Scott subscribed their names as witneses to this will in his presence at his request, and in the presence of each other.

Sworn to in open Court:

Test: Paul Jones,
Register of Wills for Worcester County, Md.,

Worcester County, SS:

On the 16th day of October, 1930, came W. Marshall Scott, one of the subscribing witnesses to the aforesaid last Will and Testament of Sydney C. Ennis, late of said County, deceased and made oath in due form of law that he did see the Testator 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 deed or contract, and that he together with Francis D. Young, subscribed his name as witness to this Will in his presence at his request, and in the presenceof each other.

Sworn to in open Court:

Test: Paul Jones,
Register of Wills for Worcester County, Md.,

Ordered that after the proof and hearing had, the foregoing will of Sydney C. Ennis be and it is hereby admitted to probate in the Orphans' Court for Worcester County, Maryland, on this 10th day of November 1930.

Test: Paul Jones,
Register of Wills for Worcester County, Md.,

Samuel E. Shockley
Thomas J. Fassitt
Isaac J. Davis, Judges.

State of Maryland, Worcester County, to wit:

I, Paul Jones, Register of Wills for Worcester County, Maryland, and keeper of the Records of the Orphans' Court of said county, does hereby certify the foregoing to be a true and full copy of the Last Will and Testament and probate thereof of Sydney C. Ennis, late of Worcester County, deceased, which was admitted to probate by said Court on the 21st day of October 1930, and is recorded in Liber P.J.No.10, folios No.242 and 243, one of the Books for recording Wills in my said office.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Orphans' Court of Worcester County this 10th day of November 1930.

Paul Jones,
(SEAL) Register of Wills for Worcester County, Md.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Certified copy of Last Will and Testament of Sydney C. Ennis late of Worcester County, deceased, taken from Liber F.E.D.No.33, folio 176, 177 & 178 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 twenty-third day of January, in the year of our Lord, Nineteen hundred and thirty-one.

Seal of Court. Florence E. Dryden, Register of Wills for Somerset County.

Exhibit "B" referred to in the foregoing bill is in the words following, to wit:

THIS DEED, Made this seventh day of January, in the year nineteen hundred and twenty-six by James M. Crockett, of Worcester County and State of Maryland, Assignee as hereinafter set forth. Whereas at a public sale made on the fourteenth day of November 1925, by the said James M. Crockett under 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, bearing date the nineteenth day of January, 1923, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.83, folio 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, which sale was made after defaults had occurred under the terms, covenants and conditions of said mortgage and after due public notice of sale and after bond has been duly filed in the Circuit Court for said Somerset County, in Equity, which bond was duly approved in said Court in a cause therein pending, being No.3839 on the Chancery Docket of said Court, the lands and premises hereinafter described, being the property by said mortgage conveyed were sold unto Sidney C. Ennis, who was then and there the highest bidder therefor, at and for the sum of seventeen thousand and six hundred dollars, and the sale having been duly reported to and ratified by the said Court, and to the purchase money therefor having been fully paid, wherefore this deed, is executed.

Now therefore this deed witnesseth, that in consideration of the premises and the sum of one dollar, the said James M. Crockett, as assignee aforesaid in execution of the power and authority vested in him by the said mortgage, does hereby grant and convey unto the said Sidney C. Ennis, his heirs and assigns, all the right, title, and interest of the aforesaid George T. Littleton, J. Harry Young and Charlotte B. Young, his wife, and J. Milton Clogg and Lillian O. Clogg his wife, or of those claiming by, from or under them, in and to all those tracts or parcels of land 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, folio 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 distances, containing two hundred and fifty-seven acres of land, more or less.

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

To have and to hold the said above granted property unto the said Sidney C. Ennis, his heirs and assigns, in fee simple.

As witness the hand and seal of said grantor.

Witness: $18.00 Revenue Stamp James M. Crockett, Assignee. (SEAL)

Edgar Fontaine

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State of Maryland, Worcester County, to wit:

I hereby certify that on this seventh 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 Worcester County, aforesaid, personally appeared James M. Crockett, the assignee and grantor named in the aforegoing deed, and he acknowledged the same to be his act and deed as such assignee.

As witness my hand and Notarial Seal.

Seal of Notary. Edgar Fontaine, Notary Public.

Received for record January 19th, 1926, and recorded in Liber W.J.S.No.92, folio 450 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, hereby certify that the aforegoing Deed is truly copied from Liber W.J.S.No.92, folio 450 &c., one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affixed the seal of said Court this 23rd day of January, 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "C" referred to in the foregoing bill is in the words following, to wit:

THIS AGREEMENT, Made in duplicate this nineteenth day of July, 1929, by and between Sydney C. Ennis, party of the first part, and Rose Ennis, his wife, party of the second part, both of Somerset County, Maryland.

Whereas, it is the desire of the parties hereto that provision for the said Rose Ennis be made by her husband, Sydney C. Ennis, in case he should depart this life leaving her surviving, without the necessity to the said Rose Ennis of looking to the estate of the said Sydney C. Ennis for her dower in his real estate or legal share in his personalty or of depending upon a provision for her under any will that he might leave, the parties hereto have this day agreed that the said Sydney C. Ennis shall assign and transfer unto the said Rose Ennis a certain mortgage for the sum of ten thousand dollars and the debt of ten thousand dollars thereby secured, given to the said Sydney C. Ennis by Henry W. Callahan and wife, dated July 31, 1925, covering the H.W. Callahan Store property on the southwest side of Market Street in Pocomoke City, Worcester County, Maryland, said mortgage being recorded among the Land Records of said Worcester County in Liber S.M.C.No.52, folios 43 et seq., but subject to the understanding that the said mortgage and debt are to be so transferred to said Rose Ennis for the express consideration that she shall take the same in lieu of any and all claim which she could or might have against the estate, real and personal, of the said Sydney C. Ennis, including any and all rights by way of dower in real estate or legal share in personalty, and whereas, before the execution of this agreement, the said Sydney C. Ennis has assigned, transferred and set over to the said Rose Ennis the mortgage and debt aforesaid, for the consideration aforesaid, and it is the desire of the parties that their said agreement be expressed in writing, wherefore this agreement is executed.

Now, therefore this Agreement, witnesseth, that in consideration of the transfer to the said Rose Ennis of the mortgage for ten thousand dollars and the debt thereby secured, above mentioned, the said Sydney C. Ennis and Rose Ennis, his wife, do hereby mutually covenant and agree each with the other in manner following, that is to say:

1. The said Sydney C. Ennis hereby agrees that the said Rose Ennis shall hold and possess the said mortgage as and for her own property and shall enjoy the control and dominion and

benefits thereof to her sole and separate use.

2. The said Rose Ennis hereby covenants and agrees that the said mortgage and debt thereby secured is in lieu of any and all claims whatsoever which she now has or might or could have against the said Sydney C. Ennis or against his estate, including any right by way of dower in real estate or legal share in his personalty and she hereby agrees that she will make no claim therefor and that she will not renounce the provisions of any will that may be made by the said Sydney C. Ennis whereby no provision shall be made for her in consideration of this agreement, it being the understanding of the parties that such provision has been made by way of the assignment of the mortgage aforesaid.

As witness the hands and seals of the said parties.

Witness: (SEAL)

(SEAL)

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:

Seal of Court.

The State of Maryland, To William F. Ennis, James E. Ennis, Rose Ennis, James M. Crockett, Executor of Worcester 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 Mary L. Johnson & Coley M. Ennis 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 1931.

Issued the 24th day of January Anno Domini 1931.

Per Order: J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Garland Ennis, Henry B. Ennis, Clark C. Ennis, Margaret Price, Marcie Burton, Sidney B. Ennis, Sidney B. Ennis, Executor. 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 February next to answer the complaint of Mary L.J. Johnson and Coley M. Ennis 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 1931.

Issued the day of Anno Domini 1931.

Per Order, J. Millard Tawes, Clerk.

At which said first Monday in February, in the year 1931, 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 Worcester County, Wilmer S. Purnell 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 severly and copy left with each defendant, so Answers,

Wilmer S. Purnell, Sheriff.

Per: Alonzo L. Blades, Dept. Sheriff.

To the second of said writs:

Summoned severally and copy left with each defendant,

Luther Daugherty, Sheriff.

And thereafter to wit on January 27th, 1931, the following Answer was filed:

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| Mary L. Johnson et al., | ) | No.4306 Chancery |
| Vs. | ) | In the Circuit Court |
| Sidney B. Ennis et al., | ) | For Somerset County, |
| | ) | State of Maryland. |

To the Honorable, the Judges of the said Court:

The defendant, Pittsburgh Plate Glass Company, a body corporate by Wailes & Robins, its Solicitors, answering the Bill of Complaint in the above entitled cause exhibited, says, that it admits the matters and facts alleged in said Bill of Complaint and consents to the passage of such a decree as your Honors may deem right and proper in the premises.

Wailes & Robins,
Solicitors for Pittsburgh Plate Glass Company

And thereafter to wit on March 7th, 1931, the following Answer of James M. Crockett and Sidney B. Ennis, executors of Sydney C. Ennis, deceased, was filed.

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| Mary L. Johnson and Coley M. Ennis | ) | |
| Vs. | ) | In the Circuit Court |
| Sidney B. Ennis et al., | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | No.4306 Chancery. |

To the Honorable, the Judges of said Court:

The answer of James M. Crockett and Sidney B. Ennis, executors of the last will and testament of Sydney C. Ennis, late of Worcester County, deceased, to the bill of complaint of Mary L. Johnson and Coley M. Ennis against them and others in this Court exhibited.

These defendants answering say:

1. These defendants admit the matters and facts set forth in the first, second and third paragraphs of said bill of complaint.

2. These defendants neither admit nor deny the allegations of the fourth paragraph of said bill of complaint, but leave the plaintiffs in the proof thereof.

3. These defendants admit the matters and facts set forth in the fifth paragraph of said bill of complaint, but they further say that all indebtedness of each and every one of the devisees under the will of said Sydney C. Ennis to his said estate constitutes and is a lien against their respective shares in the real estate mentioned in the bill of complaint in this case.

4. These defendants have no knowledge concerning the allegations of the sixth paragraph of said bill of complaint.

5. These defendants admit the matters and facts set forth in the seventh and eighth paragraphs of said bill of complaint.

Sidney B. Ennis

James M. Crockett,
Executors of Sydney C. Ennis, deceased.

And thereafter to wit, on February 20th, 1931, the following Decree pro confesso and order to take testimony was filed:

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| Mary L. Johnson, et al., | ) | No.4306 Chancery |
| Vs. | ) | Circuit Court for |
| Sidney B. Ennis, et al., | ) | Somerset County, |
| | ) | Maryland. |

The defendants, Garland Ennis, Henry B. Ennis, Clark C. Ennis, Margaret Price, Marcie Burton, Sidney B. Ennis, William F. Ennis, James E. Ennis and Rose Ennis, 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 20th day of February, nineteen hundred and thirty-one, 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.

Robt. F. Duer, Judge.

And afterwards, to wit: on the 13th day of March, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

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| MARY L. JOHNSON AND ANOTHER | ) | NO.4306 CHANCERY |
| VS | ) | IN THE CIRCUIT COURT |
| SIDNEY B. ENNIS 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 Saturday, March 7, 1931, I did take the following depositions, that is to say:

Jesse H. Johnson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Jesse H. Johnson, age 43 years, residence Rehobeth, Maryland, occupation farming.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. I know them all and have known them for twenty years, except the Pittsburg Plate Glass Co.,

Int.3, Did you know Sidney C. Ennis in his lifetime? Is he living or dead? If dead, when and where did he die? Did he leave any will and who are his heirs at law?

Ans. I did know Sidney C. Ennis. He is dead and he died at Pocomoke City on October 9, 1930. He left a will, which has been probated in Worcester County, Maryland. He left a widow. Rose Ennis, and the following children as his sole heirs at law. Sidney B. Ennis, Clark C. Ennis, William F. Ennis, James E. Ennis, Garland Ennis, Henry B. Ennis, Margaret Price, Marcia Burton, Mary L. Johnson and Coley M.Ennis.

(Plaintiff herewith files with the Examiner to be used as evidence in this case, certified copy of the will of Sidney C. Ennis, filed with the bill of complaint in the cause, marked Exhibit "A")

Int.4. What real estate, if any, did the said Sidney C. Ennis own at the time of his death?

Ans. He owned the "Branner Farm" or "Essex Farm" in Brinkley's Election District, in Somerset County, lying and binding on the north side of the Pocomoke River, adjoining the land of Charles Powell and Henry Payne on the north, on the West by the County road leading from Pocomoke City to Rehobeth and on the east by Frank Hudson and containing about 250 acres of land, about 180 acres of which is cleared The cleared land is all good tillable land, as good as there is in the county, the woods is just plain river sqamp. The main dwelling house is frame containing about nine rooms, bath and cellar and in good condition of repair. There is also a frame, six room tenant house, practically new. The place has no barn but has several out buildings, among them two good houses made of concrete blocks that

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may be used for garages or grain storage.

Int.5. What is your estimate of the market value of the property?

Ans. About $22,000.00

Int.6. Did Sidney C. Ennis own any real estate besides this farm at the time of his death?

Ans. Not that I know of.

Int.7. Look at the paper here shown you and state whatit is?

Ans. That is Mr. Ennis's deed for his farm. (Plaintiff here files with Examiner to be used as evidence in this case certified copy of deed from James M. Crockett, Assignee, to the said Sidney C. Ennis, marked Plaintiff Exhibit "B")

Int.8. Is or not the real estate of which the said Sidney C. Ennis died seized susceptible of partition or division among the parties entitled to interests therein without material loss or injury to said parties?

Ans. It could not be divided into ten parts, so as to give each child an equal share. It might be divided into two parts but that is about as far as division could be made without spoiling it. It will be necessary to sell it all and divide the proceeds among the parties entitled in order to make a fair division of it.

Int.8. What personal estate did Sidney C. Ennis leave and can you state whether or not it will be sufficient to pay all of his debts?

Ans. He left about $35,000.00 which will be much more than sufficient to pay all of his debts.

Court question and answer:

"Nothing more."

Test; Jesse H. Johnson

Harry C. Dashiell,
Exm.,

Coley M. Ennis, a witness of lawful age, being first duly sworn, deposing says:

Int.2. State your name, age, residence and occupation?

Ans. Coley M. Ennis, age 35 years, residence Rehobeth, Maryland, occupation farmer.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. I am one of the plaintiffs and have known all of the other parties practically all of my life, except the Pittsburg Plate Glass Co.,

Int.3. Did you know Sidney C. Ennis in his lifetime? Is he living or dead? If dead, when and where did he die? Did he leave any will and who are his heirs at law?

Ans. He was my father. He died at Pocomoke, Maryland, October 9, 1930. He left a will which has been probated in Worcester County. He left surviving him a widow, Rose Ennis, who is my mother, and ten children as his sole heirs at law, viz:
Mary L. Johnson, Coley M. Ennis, Sidney B. Ennis, Clark C. Ennis, William F.Ennis, James E. Ennis, Garland Ennis, Henry B. Ennis, Margaret Price, Marcie Burton. They are all of full age, Mother, William and James live in Pocomoke in Worcester County and all the rest of us live in this County.

Int.4. What personal estate did your father leave at the time of his death?

Ans. He left about $35,000.00 in mortgages and investments, besides the farm. His personal estate will be much more than sufficient to pay all of his debts.

Int.5. What real estate did he own at the time of his death. Describe it quantity,quality, location and value?

Ans. He owned the "Branner Farm" or "Essex Farm" in Brinkley's Election District in Somerset County, lying and binding on the north side of the Pocomoke River, adjoining the lands of Charles Powell and Henry Payne on the north, on the West by the County road leading from Pocomoke City to Rehobeth and on the east by Frank Hudson and containing about 250 acres, of land, about 180 acres of which is cleared.

The cleared land is all good tillable land, as good as there is in the County. The woods is just plain river swamp. The main dwelling is frame, containing about nine rooms, bath and cellar and in good condition. There is also a frame tenant house, nearly new. The place had no barn but has several out buildings, among them two houses made of concrete blocks, that may be used for garages or grain storage.

Int.6. Did your father leave any other real estate besides the farm you have described?

Ans. The farm I have described is all.

Int.7. Is or not the real estate of which your father died seized susceptible of partition or division without material loss and injury to the parties entitled to interests therein?

Ans. It could not be divided into ten parts that would be salable without loss to the parties. It is a nice big farm as it is and might be divided into two parts by moving the tenant house but that is about as far as it could be divided without loss. Besides under my father will the debts of Sidney and Clark are liens against their interests in the property, and it looks like it would have to be sold to take care of these liens. The only way it could be divided without loss is by selling it all and dividing the proceeds.

Court question and answer:

"That is about all."

Test: Harry C. Dashiell, Exm., Choley M. Ennis.

James M. Crockett a witness of lawful age, being first duly sworn, deposing says:

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

Ans. James M. Crockett, age 44 years, residence Pocomoke City, Maryland, occupation Attorney at law.

Int.2. Did you know Sidney C. Ennis in his life time and what have you had to do with his estate since his death?

Ans. I knew Mr. Ennis in his lifetime, and as his attorney prepared his will and his son, Sidney B. Ennis and I are the executors under his will and are now administering his estate.

Int.3. Can you say whether or not the personal estate will be sufficient to pay all of his debts?

Ans. I am confident it will.

Int.4. Do you know anything of an agreement entered into between Sidney C. Ennis and his wife, Rose Ennis, with respect to his wife's interest in his estate?

Ans. I do. On July 19, 1929, Mr. and Mrs. Ennis came to my law office and at their instance I prepared an agreement between them. which they signed in my presence, the original of which agreement is now in the custody of Sidney B. Ennis and myself as Executors/ For certain reasons, we prefer not to part with the original of this agreement at this time as we desire to file this original with the Orphan's Court for Worcester County. I have in my hand a correct and exact copy of this agreement, except the signatures and the witness, which I herewith file with Examiner to be used as evidence in this case.

Court question and answer:

"Nothing more."

Test: Harry C. Dashiell, Exm., James M. Crockett,

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 13th day of March 1931.

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Harry C. Dashiell, (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00

Jesse H. Johnson, Witness etc., 1.47

$5.47

And thereafter to wit;, on the 26th day of March, in the year nineteen hundred and thirty-one the Circuit Cout here passed the following decree in the premises, totwit:

| | | |
|---|---|---|
| Mary L. Johnson and Coley M. Ennis. | ) | No.4306 Chancery |
| | ) | Circuit Court for |
| Vs. | ) | Somerset County, |
| Sidney B. Ennis, et al., | ) | Maryland. |
| | ) | |

The above cause standing ready for hearing and having been submitted the proceedings therein were by the Court read and considered:

It is Thereupon, this 25th day of March in the year nineteen hundred and thirty-one, by the Circuit Court for Somerset County, in Equity, aforesaid adjudged, ordered and decreed, That the property in the proceedings mentioned is 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 peanalty of Fifteen Thousand ($15,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any 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 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 one year from said date, and the balance in two years from said date, or all cash at the option of the purchaser or purchasers, the credit portions, if any, to bear interest from day of sale, and to be secured by the bond of the purchaser or purchasers with surety to the satisfaction of the said Trustee, and soon as may be convenient after 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 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.

Robt. F. Duer, Judge.

And thereupon 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 & Indemnity Company, a body corporate of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen thousand dollars, ($15,000.00) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated April eighth, nineteen hundred and thirty-one.

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 Mary L. Johnson et al., Vs. Sidney B. Ennis, et al., No.4306 Chancery, now pending in said Court.

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.

Marion R. Propst,
Witness.

Geo.H. Myers, (SEAL)

Hartford Accident & Indemnity Company

Corporate Seal.

By Geo. H. Myers, Attorney-in-fact.

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on April 22nd, 1931, the ssid 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:

| | | |
|---|---|---|
| Maryl L. Johnson, et al., | ) | No.4306 Chancery |
| Vs. | ) | In the Circuit Court |
| Sidney B. Ennis, 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 weekly newspaper printed 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 Tuesday, the 21st day of April, in the year nineteen hundred and thirty-one, at about two fifteen 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, tract or tracts of land known as the Barnner Farm or Essex Farm, situate in Brinkley's Election District, in said Somerset County, on the North side of the Pocomoke River, adjoining the land of Charles Powell, Emory Payne, Frank Hudson and others, and lying and binding on the County Road leading from Pocomoke to Rehobeth, containing two hundred and fifty acres, more or less, and being the same and all of the land that was conveyed to Sidney C. Ennis now deceased, by deed from James M. Crockett, assignee, dated January seventh, nineteen hundred and twenty-six, and recorded among the land records of said Somerset County in Liber No.92, folio 450 et seq., except so much thereof as was conveyed by the said Sidney C. Ennis and wife to Emory C. Payne by deed dated June fifth, nineteen hundred and twenty-six and recorded as aforesaid in Liber No.93, folio 137,

And sold the same to Jesse H. Johnson and Coley M. Ennis, of said Somerset County, they being then and there the highest bidder therefor, at the sum of eleven thousand, six hundred dollars and said purchasers have complied with the term of sale, by paying one-third of said purchase price, to wit: the sum of three thousand, eight hundred and sixty-seven dollars in

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cash, and have agreed to pay the balance of said purchase price upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this 22nd day of April, nineteen hundred and thirty-one, personally appeared before me Clerk of the Circuit Court of the State of Maryland, in and for Somerset County George H.Myers 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 and belief, and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Mary L. Johnson, et al., | ) | No.4306 Chancery |
| Vs. | ) | In the Circuit Court |
| Sidney B. Ennis, 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 23rd day of May 1931, 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 22nd day of May 1931.

The report states the amount of Sales to be $11,600.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 25th day of May, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Mary L. Johnson et al., | ) | In the Circuit Court |
| Vs. | ) | In Equity |
| Sidney B. Ennis, et al., | ) | For Somerset County |
| | ) | No.4306 Chancery, May Term, 1931. |

Ordered by the Court, this 25th day of May, 1931, 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, 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. Millard Tawes, Clerk.

***

C. Edwin Hayman, Lee L. Hayman and Madelyne E. Daugherty, partners trading as C.H. Hayman & Sons Co., under a mortgage from Wesley Price and Elizabeth Price, his wife, mortgagee, Ex Parte.

No.4326 Chancery.

Be it remembered that heretofore to wit, on the 26th day of March, in the year nineteen hundred and thirty, a certain Gordon Tull of Somerset County and State of Maryland in his proper person exhibited and filed in the Circuit Court here a certain mortgage to C. H. Hayman & Sons Co., by a certain Wesley Price and wife of Somerset County and State of Maryland,, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 29th day of December, in the year nineteen hundred and twenty-eight by Wesley Price and Elizabeth Price, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, witnesseth: Whereas the said mortgagors are indebted to C. Edwin Hayman, Lee L. Hayman and Madeline E. Daugherty, partners trading as C.H. Hayman & Sons, Co., hereinafter called the mortgagees in the sum of eleven hundred and eight dollars and thirty-four cents, which said debt is evidenced by the bill obligatory of the said mortgagors, for said sum, dated evenly herewith payable to the said mortgagees in six equal semi-annual instalments from date, with interest from date, payable semi-annually on each instalment 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 Wesley Price and Elizabeth Price, his wife, do grant unto the said C. Edwin Hayman, Lee L. Hayman and Madeline E. Dougherty, partners trading as C.H. Hayman & Sons Co., their heirs and assigns, all that lot or parcel of land in Tangier Election District, in Somerset County, Maryland, containing one acre, more or less, on the southeast side of the county road leading through said district to the Thoroughfare, and being the same and all the land which was conveyed to the said Wesley Price and Elizabeth Price by James E. Simmons and wife by deed dated the 14th day of August 1928, recorded among the land records of said county in Liber G.W.L.No. 97, folio 34 etc., to which said deed and all the references in said deed contained, special reference is hereby made for full and particular 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 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 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 or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and

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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 the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this mortgage, whether the same shall have maturedor 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 alien 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 existence 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 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 keep insured the improvements aforesaid for the benefit of the mortgagee 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 first mentioned.

Witness the hands and seals of said mortgagors.

Test: his Wesley X Price (SEAL)
mark
Arthur Andrews Elizabeth Price (SEAL)

State of Maryland, County, to wit:

I hereby certify, that in this 29th day of December, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Wesley Price and Elizabeth Price, 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 C.Edwin Hayman, one of the mortgagees 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 the agent of the other mortgagees 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.

Seal of Notary. Arthur Andrews, Notary Public.

Received for record January 3rd, 1931, and recorded in Liber G.W.L.No.98, folio 34, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, That we, C. Edwin Hayman, Lee L. Hayman and Madelyne E. Dougherty partners trading as C.H. Hayman & Sons Co., principals and Clarence W. Phillips and Gordon Tull, sureties all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the just and full sum of Twenty-three Hundred Dollars ($2300.00) current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 6th day of April 1931.

Whereas the above bounden C. Edwin Hayman, Lee L. Hayman and Madelyne E. Dougherty, partners trading as C. H. Hayman & Sons Co., by virtue of the power contained in a mortgage from Wesley Price and Elizabeth Price to the said C.H. Hayman & Sons Co., dated December 29th 1928, and recorded in Liber G.W.L.No.98, folio 34, are about to execute the trust reposed in them by foreclosing the said mortgage (default having occurred under the covenants therein)

Now, therefore, the condition of the above obligation is such that if the above bounden C. Edwin Hayman, Lee L. Hayman and Madelyne E. Dougherty, partners trading as C.H. Hayman & Sons Co., do and shall well and faithfully perform the trust reposed in them by said mortgage or that may be reposed in them 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 our hands and seals the day and year above written.

Test:
Howard V. Disharoon

C. Edwin Hayman (SEAL)
Lee L. Hayman (SEAL)
Madeline E.Daougherty (SEAL)
Partners trading as C.H.Hayman & Sons,Co.
Clarence W. Phillips (SEAL)
Gordon Tull, Sureties, (SEAL)

Which said bond was thus thereon endorsed, to wit:

Mortgagees Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 22nd day of April, in the year nineteen hundred and thirty-one the said Trustee exhibited and filed in the Circuit Couer 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:

| | | |
|---|---|---|
| C.H. Hayman , Lee L. Hayman and Madelyne E.Dougherty, partners trading as C. H. Hayman & Sons Co., under a mortgage from Wesley Price and Elizabeth Price, Mortgagees, ExParte. | ) ) ) ) | No. 4325 Chancery In the Circuit Court For Somerset County. |

To the Honorable, the Judge of said Court:

The report of C. Edwin Hayman, Lee L. Hayman and Madelyne E. Dougherty, partners trading as

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C. H. Hayman & Sons Co., mortgagees under a power contained in a mortgage from Wesley Price and Elizabeth, his wife, dated December 29th, 1928, and recorded in Liber G.W.L.No.98, folio 34, to make sale of the property mentioned therein, default having occurred respectfully shows:

That after giving bond with security for the faithful performance of the trust, and having complied with all the other prerequisites, as required by law and the said power of attorney, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a weekly newspaper published in Somerset County, for four successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in Princess Anne, Somerset County, Maryland, on Tuesday the 21st day of April 1931, at two o'clock P.M., and then and there proceeded to sell the property mentioned in said mortgage, in manner and form following, that is to say:

Your mortgagees aforesaid offered at public sale to the highest bidder, for cash, the property mentibned in said mortgage, situated in Tangier District, Somerset County, Maryland, with all the improvements thereon, being the property where said Price resides in the village of Chance, containing one acre of land, more or less, on the south east side of the County Road and being the same and all that land which was conveyed to said Wesley Price and Elizabeth Price, his wife, by James E. Simmons and wife by deed dated the 14th day of August 1928, and recorded in Liber G.W.L.No.97, folio 34 etc.,

And sold the same to C. H. Hayman & Sons Co., they being then and there highest and best bidders therefor, at and for the sum of Two Thousand Dollars ($2000.00) And the terms of said sale have been fully complied with and the said money paid in cash.

And the mortgagees being the purchasers, pray your honor to appoint a trustee to convey said property to them.

Respectfully submitted.

C. H. Hayman & Sons,

Lee L. Hayman, Mortgagees.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of April, in the year 1931, before me, the subscriber, Clerk of the Circuit Court for Somerset County personally appeared Lee L. Hayman, one of the firm of C.H. Hayman & Sons Co., the mortgagees, and made oath in due form of law that the matters and things set forth in the above report of sale are true as therein set forth and that the said sale was fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| C. Edwin Hayman, Lee L. Hayman and Madelyne E. Dougherty, partners trading as C.H. Hayman & Sons Co., under a mortgage from Wesley Price and Elizabeth Price, his wife, mortgagees, ex Parte. | ) ) ) ) ) | No.4326 Chancery<br>In the Circuit Court<br>For Somerset County. |

Ordered by the Circuit Court for Somerset County, in Equity, that the sale of the property mentioned in these proceedings, made and reported by C.H. Hayman & Sons Co., as above, mortgagees, under a power contained is said mortgage to make said sale, be ratified and confirmed unless dause to the contrary thereof be shown on or before the 23rd day of May 1931, 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 18th day of May 1931.

The report states the amount of sale to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 26th day of May, in the year nineteen hundred and thirty-one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order, to wit:

| | | |
|---|---|---|
| C. Edwin Hayman, Lee L. Hayman and Madelyne E. Dougherty, partners trading as C.H. Hayman & Sons Co., under a mortgage from Wesley Price and Elizabeth Price his wife, Mortgagees, Ex Parte. | ) ) ) ) ) | No.4326 Chancery, In the Circuit Court For Somerset County. |

Ordered by the Circuit Court for Somerset County, in equity, this 26th day of May, 1931, that the sale made and the distribution of the proceeds thereof, made and reported by C. H. Hayman & Sons Co., the mortgagees herein under power in said mortgage, 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 mortgagees are allowed the usual Commissions and such proper expenses as they shall produce vouchers for. And Gordon Tull is hereby appointed Trustee to convey said property to the said purchasers.

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. Willard Lawes, Clerk.

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H36078

George H. Myers, Assignee, Ex Parte
under power in Mortgage from Paul F.Kohlheim
No.4325 Chancery, In the Circuit Court
for Somerset County, in Equity.

Be it remembered that heretofore to wit, on the 21st day of March, in the year nineteen hundred and thirty-one, a certain Geo. H. Myers, of Somerset County and State of Maryland in his proper person, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Elizabeth T. Sudler of Somerset County and State of Maryland, by a certain Paul F. Kohlheim of said county and state, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 13th day of January, in the year nineteen hundred and twenty-three by Paul F. Kohlheim, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Paul F. Kohlheim is indebted to Elizabeth T. Sudler, of said county and state in the sum of One Thousand 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 Paul F. Kohlheim for said sum, dated evenly herewith, payable to the said Elizabeth T. Sudler on 16th day of December 1924, with interest from 16th December 1922, which said interest is payable annually from the 16th day of December 1922, 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 Paul F. Kohlheim grants and conveys to the said Elizabeth T. Sudler, her heirs and assigns, all that lot or parcel of land, in Westover Election District, Somerset County, Maryland, containing eighteen acres, more or less, and being the same and all the land which was conveyed to the said Paul F. Kohlheim by the said Elizabeth T. Sudler and J. McFadden Dick, by deed dated the 16th day of December, 1922, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, lying on the north side of the Meadow Road leading from Westover to Fairmount, and being the second parcel of land mentioned, described and conveyed in a deed to the said Elizabeth T. Sudler from Phillip O. Layfield and wife dated the 11th day of December, 1917, recorded among the land records of said county in Liber W.J.S.No.73, folio 531 etc, to both of which said deeds and the references in said deeds 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 her 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 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 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 Paul F. Kohlheim 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 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, 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 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 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 existence 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 effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee 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 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: Paul F. Kohlheim (SEAL)

Edgar A. Jones

State of Maryland, Somerset County, to wit:

I hereby certify that on this 13th day of January, in the year nineteen hundred and twenty-three before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County personally appeared Paul F. Kohlheim, 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 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 Elizabeth T. Sudler, the mortgagee in said mortgage, and that he is authorized to make this affidavit.

Edgar A. Jones, J.P.

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Received for record January 13th, 1923, and recorded in Liber W.J.S.No.83, folio 542, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received and for the purpose of foreclosure I hereby assign the within and aforegoing mortgage to George H. Myers of Somerset County, Maryland,

Witness my hand and seal this twenty-first day of March, nineteen hundred and thirty-one.

Marion R.Propst,
Witness.

Elizabeth T. Sudler (SEAL)

Filed for record March 21st, 1931, and recorded in Liber W.J.S.No.83, folio 542,

Test: J. Millard Tawes, Clerk.

And thereupon the said Geo. H. Myers, Assignee 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 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 heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-first day of March, nineteen hundred and thirty-one,

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Paul F. Kohlheim to Elizabeth T. Sudler, dated January thirteenth, nineteen hundred and twenty-three, and recorded among the land records of Somerset County, Maryland, in Liber No.83, folio 542, under and by virtue of the power in said mortgage contained, is about to sell the real estate mentioned and described therein, default having been made in the payment of debt by said mortgage secured to be paid, or in some other covenant or condition of said mortgage, whereby said mortgage debt has become due and demandable.

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 aforementioned 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.

Marion R. Propst,
Witness.

Geo. H. Myers (SEAL)

Hartford Accident & Indemnity Company

Corporate Seal.

By Geo. H. Myers, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 27th day of April, in the year nineteen hundred and thirty-one 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, Assignee, | ) | No. 4325 Chancery |
| Exparte, under power in a mortgage | ) | In the Circuit Court |
| from Paul F. Kohlheim | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

To the Honorable, the Judges of said Court:

The report of sales of George H. Myers, Assignee of a certain mortgage made and executed by Paul F. Kohlheim to Elizabeth T. Sudler and dated January 13, 1923, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.83, folio 542, 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 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 at least twenty days 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 twenty-first day of April, in the year nineteen hundred and thirty-one at the hour of two o'clock P.M., and then and there proceed to sell said property, to wit:

All that lot or parcel of land in Westover Eledtion District in said Somerset County, containing eighteen acres, more or less, and being the same and all of the land which was conveyed to the said Paul F. Kohlheim by the said Elizabeth T. Sudler and J. McFadden Dick by deed dated the sixteenth day of December, nineteen hundred and twenty-two, and duly of record among the land records of said Somerset County, lying on the North side of the State Road leading from Westover to Fairmount, and being the second parcel of land mentioned, described and conveyed in a deed to the said Elizabeth T. Sudler from Phillip O. Layfield and wife dated December eleventh, nineteen hundred and seventeen, and recorded as aforesaid in Liber No.73, folio 531 et seq.,

And sold the same to Elizabeth T. Sudler of said Somerset County, she being then and there the highest bidder therefor, at the sum of eight hundred dollars, and the said purchaser has complied with the terms of sale, and the said assignee has distributed the proceeds of said sale as follows:

| | |
|---|---|
| Hartford Accident & Indemnity Company, premium on bond | $10.00 |
| B. C. Dryden, auctioneer | 3.00 |
| J. Millard Tawes, Clerk, | 11.00 |
| Somerset News, advertising sale and order nisi | 23.50 |
| Harry B. Muir, State and County taxes | 43.02 |
| George H. Myers, Solicitor's fees and Commissions | 49.00 |
| Elizabeth T. Sudler, on account of mortgage debt | 660.48 |
| | $800.00 |

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this 25th day of April nineteen hundred and thirty-one personally appeared before me, Associate Judge of the Circuit Court of the State of Maryland, in and for Somerset County, George H. Myers, 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-

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and belief and that the sale was fairly made.

Robt. F. Duer, Judge.

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

| | | |
|---|---|---|
| George H. Myers, Assignee | ) | No.4325 Chancery |
| Ex parte under power in Mortgage | ) | In the Circuit Court |
| from Paul F. Kohlheim. | ) | For Somerset County, |
| | ) | In Equity. |
| | ) | |

Ordered this 25th day of April 1931, that the Sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by George H. Myers, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of May 1931, 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 25th day of May 1931.

The report states the amount of Sales to be $800.00.

Robt. F. Duer, Judge.

And now at this day to wit, on the 29th day of May, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order, to wit:

| | | |
|---|---|---|
| Geo. H. Myers, Ex Parte | ) | In the Circuit Court |
| under power in mortgage from Paul F. | ) | For Somerset County |
| Kohlheim | ) | No.4325 Chancery. |
| | ) | |
| | ) | |

Ordered by the Court this 29th day of May 1931, that the sale and distribution 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,

Robt. F. Duer, Judge.

And therepon 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. Millard Lawes, Clerk.

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| | | |
|---|---|---|
| Henry J. Waters, Ex Parte. | ) | Be it remembered that |
| Trust created by Mortgage from Levin H.Armwood | ) | heretofore to wit, on the |
| and Carrie Armwood, his wife, to Clara L.Woolford, | ) | 13th day of March, in the |
| assigned to Henry J. Waters, for the purpose of | ) | year nineteen hundred and |
| foreclosure. | ) | thirty-one, a certain |
| No.4322 Chancery. | ) | Henry J. Waters, of |
| | ) | Somerset County and State |
| | | of Maryland in his proper |

person exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Clara L. Woolford of Somerset County and State of Maryland by a certain Levin H. Armwood and Carrie Armwood his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 8th day of August, in the year nineteen hundred and twenty-five by us Levin H. Armwood, and Carrie Armwood his wife, of Somerset County in the State of Maryland witnesseth: Whereas the said Levin H. Armwood and Carrie Armwood his wife have borrowed from Clara L. Woolford of said county and State, the sum of One Thousand Dollars ($1000.00) and have executed and delivered to the said Clara L. Woolford this joint bill obligatory for said sum dated evenly herewith and payable two years after the date thereof, with interest payable semi-annually from the date thereof, and with the option of paying the whole principal sum at any interest paying period or in sums of not less than two hundred dollars, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid, this mortgage is exeduted,

Now therefore this mortgage witnesseth, That for and in consideration of the premises the said Levin H. Armwood and Carrie Armwood his wife, do hereby grant and convey unto Clara L. Woolford her heirs or assigns all that house and lot of land lying and being situate in West Princess Anne Election District in Somerset County in the State of Maryland and lying on the West side of Beckford Avenue in said district and county and state and containing one quarter of an acre of land more or less, and being all the land which is described and laid down as Lot No.4, on plat and certificate of survey made by Earl B. Polk, Surveyor and dated on the 23rd day of June 1916, and which said Plat and certificate of survey is duly recorded with deed from Annie M. Fooks and and husband, to the said Levin Armwood conveying said lot or parcel of land hereby conveyed and to which said deed and plat and certificate of survey duly recorded among the land records of Somerset County Maryland in Liber W.J.S.No.79, folio 427 et seq., reference is here made for a more full and particular 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 theretp 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 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 Levin H. Armwood and Carrie Armwood 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,

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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 Henry J. Waters 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 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 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 stoppedor 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 existence of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least one thousand dollars, and to cause the policy to be effected thereonto 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, andif 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.

Witness the hands and seals of said mortgagors.

Test: his Levin X H. Armwood (SEAL)
mark
Vernon E. White Carrie Armwood (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 8th day of August, 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 Levin H. Armwood and Carrie Armwood his wife, 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, Agent for Clara L. Woolford the above 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 also made oath in due form of law that he is the agent of the said Clara L. Woolford the above named mortgagee for the purpose of making this affidavit.

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

Seal of Notary — Vernon E. White, Notary Public.

Received for record August 8th, 1924, and recorded in Liber W.J.S.No.88, folio 504 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment.

For value received and for the purpose of collection and foreclosure, Clara L. Woolford, the mortgagee in the within and foregoing mortgage hereby assigns the said mortgage to Henry J. Waters.

Witness the hand and seal of the said Clara L. Woolford, mortgagee this second day of March 1931.

Witness: Clara L. Woolford, (SEAL) Mortgagee.

Lena Rigley Woolford

Filed for record March 13th, 1931, and recorded in Liber W.J.S.No.88, folio 504,

Test: J. Millard Tawes, Clerk.

And thereupon the said Henry J. Waters, Ex parte, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we Henry J. Waters, Omar J. Croswell and Vernon E. White, 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 Two Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which pay ment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators in the whole and for the whole, jointly and severally, firmly gy these presents, sealed with our seals, and dated this 31st day of March, nineteen hundred and thirty-one.

Whereas the above bounden Henry J. Waters, by virtue of the power and authority contained in a mortgage from Levin H. Armwood and Carrie Armwood his wife, to Clara L. Woolford, dated on the 8th day of August, 1925, recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.88, folio 504 et seq., which said mortgge has been duly assigned by the said Clara L. Woolford to the said Henry J. Waters, for the purpose of foreclosure and collection, as will appear by assignment duly recorded among the aforesaid 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 Henry J. Waters, assignee for the purpose of foreclosure as aforesaid 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 Henry J. Waters, do and shall well and faithfully perform the trust reposed in him by said mortgage and assignment thereof as aforesaid, 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 proceed thereof, then the above obligation shall be void, other wise to be remain in full force and virtue in law.

Witness:

Amanda E. Lankford

Henry J. Waters (SEAL)
Omar J. Croswell (SEAL)
Vernon E. White (SEAL)

Which said bond was thus thereon endorsed to wit:

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Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 18th day of April in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| Henry J. Waters, Ex Parte. | ) | |
| Trust created by mortgage from Levin H.Armwood | ) | No.4322 Chancery |
| and Carrie Armwood, his wife, assigned to Henry | ) | In the Circuit Court |
| J. Waters for the purpose of foreclosure, | ) | 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 Levin H. Armwood and Carrie Armwood, his wife, to Clara L. Woolford, dated on the 8th day of August 1924, recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.88, folio 504 et seq., and assigned to the said Henry J. Waters, for the purpose of foreclosure and collection, assignment dated on the 2nd day of March 1931, recorded among said Land Records in Liber W.J.S.No.88, folio 504, 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 twenty days previous notice of the time, place, manner and terms of sale by advertisement in The Somerset News, a weekly newspaper printed in Somerset County, Maryland, 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 the 7th day of April,1931, at or about the hour of One thirty- 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 or parcel of land lying and situated in West Princess Anne Election District, in Somerset County, Maryland, and on West side of Beckford Avenue, in the Town of Princess Anne, Maryland and containing one quarter of an acre of land more or less, and being the same lot or parcel of land which was conveyed unto the said Levin H. Armwood by Annie M. Fooks and John L. Fooks her husband by deed dated on the 28th day of October, 1919, and which said deed is duly recorded among the Land Records of Somerset County, Maryland in Liber W.J.S.No.79, folio 426 et seq., and which said property is improved by a frame (Bungalow) dwelling house, and sold the same to the said Clara L. Woolford, mortgagee in said mortgagee, she being then and there the highest bidder therefor, at and for the sum of Thirteen Hundred Dollars ($1300.00) and the said Purchaser has complied with the terms of sale to the satisfaction of your Assignee.

And the said Assignee brings into Court the fund arising under 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 18th day of April, 1931, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Henry J. Waters the Assignee named in the foregoing 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, information and belief, and that the sale therein reported was fairly made

J. Millard Tawes.Clerk.

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

| | | |
|---|---|---|
| Henry J. Waters, Ex Parte. | ) | |
| | ) | No.4322 Chancery |
| Trust created by Mortgage from Levin H, Armwood and Carrie Armwood his wife, to | ) | In the Circuit Court |
| Clara L. Woolford assigned to Henry J. Waters for the purpose of foreclosure. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

Ordefed by the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, in Equity, this 18th day of April 1931, that the report of Henry J. Waters, the assignee mentioned in the above cause, and the sale of the real estate by him reported, be and the same is hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 21st day of May 1931, provided a copy this order be inserted in some newspaper printed in Somerset County, Maryland, once in each of three successive weeks, before before the 18th day of May, 1931.

The report states the amount of sales to be Thirteen Hundred Dollars ($1300.00)

J. Millard Tawes, Clerk.

And now at this day to wit, on the 4th day of June, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid, the Court here passed the following order to wit:

| | | |
|---|---|---|
| Henry J. Waters, Ex Parte. | ) | |
| Trust created by mortgage from Levin H. Armwood and | ) | No.4322 Chancery |
| Carrie Armwood his wife, to Clara L. Woolford, assigned | ) | In the Circuit Court |
| to Henry J. Waters, for the purpose of foreclosure. | ) | 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 that no casue to the contrary having been shown, it is this 4th day of June, 1931, 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.

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. Millard Tawes, 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 thirty-one.

Were Present:

Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso. Judge
Hon. Robert F. Duer, Asso. Judge.
Luther Daugherty, Sheriff. J. Millard Tawes, Clerk.

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

.. ..... ..

| | |
|---|---|
| Harry W. Riggin and Nellie E. Riggin his wife.<br>Vs.<br>Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla B. Beauchamp and Allen Beauchamp, her husband, and Ruth Riggin.<br>No.4281 Chancery. | Be it remembered that heretofore, to wit, on the 22nd day of September, in the year nineteen hundred and thirty-one, a certain Harry W. Riggin and Nellie E. Riggin, his wife, by Clarence P. Lankford his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary J. Riggin, Carlyle A. Riggin and Margaret |

M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp her husband, and Ruth Riggin, which said bill of complaint is in the words following, to wit:

| | |
|---|---|
| Harry W. Riggin and Nellie E. Riggin his wife<br>Vs.<br>Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp, her husband and Ruth Riggin. | No.4281 Chancery<br>In the Circuit Court<br>For Somerset County. |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The Bill of Complaint of Harry W. Riggin and Nellie E. Riggin his wife, of Somerset County in the State of Maryland, respectfully represents:

First: That heretofore your orator, Harry W. Riggin and a certain John W. Riggin, late of Somerset County, in the State of Maryland, deceased, were seized and possessed of certain real estate located on the South side of Main Street, in the Town of Crisfield, Somerset County, in the State of Maryland, which was conveyed unto your orator, the said Harry W. Riggin and the said John W. Riggin by two deeds, one from Lung Louie bearing date the twentieth day of June, in the year nineteen hundred and nineteen, and duly recorded among the Land Records of said Somerset County in Liber W.J.S.No.78, folio 407 etc, and the other from Rudolph G. Anklam and wife bearing date the eleventh day of March in the year nineteen hundred and twenty, and duly recorded among said Land Records in Liber W.J.S.No.84, folio 550 etc.,

Second: That being so thereof seized and possessed the said John W. Riggin departed this life, intestate, on the eighteenth day of June in the year nineteen hundred and thirty, leaving surviving him as his only heirs at law, who are still living the following namely(a) the defendant Mary J. Riggin, his widow, (b) your orator, Harry W. Riggin, a son who married your orator, Nellie E. Riggin (c) the defendant Carlyle A. Riggin, a son who married the defendant, Margaret N. Riggin (d) the defendant, John C. Riggin, a son, who married the defendant, Madaline

Riggin (e) the defendant, Manilla E. Beauchamp, a daughter, who married the defendant, Allen Beauchamp, and (f) the defendant, Ruth Riggin only child and heir at law of Herman U. Riggin who was a son of the said John W. Riggin, and who departed this life before the death of the said John W. Riggin and upon whom devolved all the interest of the said John W. Riggin in said real estate, all of whom are above the age of twentyty-one years, except the said Ruth Riggin, who is an infant under the age of twenty-one years, and all of whom resided in said Somerset County, in the State of Maryland, except the said Manilla E. Beauchamp and Allen Beauchamp her husband, who reside in Wicomico County, in the State of Maryland, and the said Ruth Riggin who is a non-resident of the State of Maryland, and resides in the State of Pennsylvania.

Third: That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein, as above stated, and that in order to make division of said interests it is necessary that said real estate be sold and the proceeds 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 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 to interests therein 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 order of publication giving notice to the said Ruth Riggin (infant) of the State of Pennsulvania, who is a non-resident of the State of Maryland, of the object and substance of this bill, 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 also the writ of the State of Maryland of subpoena directed to the said Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, of Somerset County, in the State of Maryland, and also the writ of the State of Maryland of subpoena directed to the said Manilla E. Beauchamp and Allen Beauchamp her husband of Wicomico County, 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 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:

Seal
Cert.

The State of Maryland, To Manilla E. Beauchamp and Allen Beauchamp her husband 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 October next to answer the complaint of Harry W. Riggin and Nellie E. Riggin his wife 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 1930.

Issued the 22nd day of September 1930 Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

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Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Mary J. Riggin, Carlysle A. Riggin and Margaret Riggin his wife, John C. Riggin and Madeline Riggin his wife, of Somerset County, Greeting:

You are hereby commaned 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 Harry W. Riggin and Nellie E. Riggin, his wife, against you and others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable John H. Pattison, Chief Judge of the First Judical Circuit of Maryland the 1st day of September Anno Domini 1930.

Issued the 22nd day of September Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

And at the same time also the Sheriff of Wicomico County to whom the first writ is directed also came and made return thereof to the Couer here in the words following, to wit:

Summoned Manilla E. Beauchamp and Allen Beauchamp and copy of subpoena left with each of them this 4th day of October, A.D. 1930.

So answers,

Ralph C. Duffy,
Sheriff of Wicomico County/

At which said first Monda in September, in the year nineteen hundred and thirty-one, 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 Alonzo L. Murrell, to whom the writ aforesaid was in form aforesaid delivered for service, also cameand made return thereof to the Court herein the words following, to wit:

Summoned and copy of subpoena left with each defendant,

A. L. Murrell, Sheriff.

And thereupon in pursuance of the prayer of the aforegoing bill, and by order of Court here the following order of Publication was filed, to wit:

| | | |
|---|---|---|
| Harry W. Riggin and Nellie E. Riggin his wife. | ) | |
| Vs. | ) | No.428 Chancery |
| Mary J. Riggin Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp her husband and Ruth Riggin. | ) | In the Circuit Court For Somerset County. |

The object of this suit is to procure a decree for the sale of certain real estate in the Town of Crisfield, Somerset County, Maryland, owned jointly by Harry W. Riggin one of the complainants in this cause, and John W. Riggin late of said Somerset County deceased.

The bill states that the said Harry W. Riggin and the said John W. Riggin were seized and possessed of certain real estate in the said Town of Crisfield, on the South side of Main Street which was conveyed unto the said Harry W. Riggin and the said John W. Riggin by two deeds one from Lung Louie dated the 20th day of June 1919, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.78, folio 407 etc, and the other from Rudolph G. Anklam and wife, dated the 11th day of March 1920, and recorded among said Land Records in Liber W.J.S. No.74, folio 550 etc, that the said John W. Riggin departed this life intestate on the 18th day of June 1930, leaving as his only heirs at law, who are still living the following, namely, Mary J. Riggin his widow Harry W. Riggin, a son, who married Nellie E. Riggin, Carlyle A. Riggin, a son, who married Margaret M. Riggin, John C. Riggin, a son, who married Madaline Riggin, Manilla E. Beauchamp a daughter, who married Allen Beauchamp and Ruth Riggin only child and heir at law of Herman U, Riggin a sone of the said John W. Riggin who departed this life before the death

of the said John W. Riggin that all the defendants in this cause are above the age of twenty-one years, except the said Ruth Riggin who is an infant under the age of twenty-one years; that the said real estate is not susceptible of partition, without material loss and injury to the parties entitled to interests therein, that the said Ruth Riggin is a non -resident of the State of Maryland, and resides in the State of Pennsylvania.

It is thereupon this 22nd day of September 1930, by the Circuit Court for Somerset County, in Equity, ordered that the complainants, by causinga copy of this order to be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the 27th day of October 1930, give notice to the said Ruth Riggin, non-resident defendant in this dause of the object and substance of the bill of complaint, warning her to be and appear in this Court in person or by solicitor, on or before the 13th day of November 1930, to show cuase, if any she has, why a decree ought not to be passed as prayed.

Provided that in lieu of such publication if a copy of this order be personally served on the said non-resident defendant one month prior to said 13th day of November 1930, such service shall have the same effect as the aforesaid publication.

Robt. F. Duer, Judge.

And thereafter to wit, on the 11th day of November in the year nineteen hundred and thirty-one the said complainant by his solicitor aforesaid filed in Court here a petition in the words following to wit:

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The petition of the complainants respectfully represents:

That heretofore on the 22nd day of September 1930, this Court passed an order of publication in this cause giving notice to Ruth Riggin, non-resident defendant in this cause of the object and substance of the bill of complaint in this cause, which said order of publication prescribed that a copy thereof should be published in some newspaper published in Somerset County, Maryland once in each of four successive weeks before the 27th day of October 1930, warning the said non-resident defendant in this causeto be and appear in this Court, in person or by solicitor, on or before the 13th day of November, 1930, in which said order of publication it was further ordered that in lieu of such publication if a copy of said order be personally served on the said non-resident defendant one month prior to the said 13th day of November 1930, that such service should have the same effect as the aforesaid publication, that a copy of said order of publication was sent to the sheriff of the City of Philadelphia, Pennsylvania (where said non-resident defendant resides) to be served on said non-resident defendant, and a copy of said order of publication to be served on the mother of said non-resident defendant (the said Ruth Riggin non-resident defendant being an infant under the age of twenty-one years) one month before the said 13th day of November 1930, but said Sheriff has been unable to serve said copies as aforesaid, on the said Ruth Riggin and her mother, within the time prescribed by said order.

Your petitioner therefore prays your Honors to pass an order of publication in this cause, giving notice to the said Ruth Riggin, Non-resident defendant as aforesaid of the object and substance of said bill of complaint, a copy of said order of to be published in some newspaper published in said Somerset County in the for form and for the period of time prescribed by law and the rules of this Court, And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainants.

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And thereupon, in pursuance of the prayer of the foregoing bill, and by order of Court here, the following order of publication was filed, to wit:

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Ruth Riggin, Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |
| | ) | |

The object of this suit is to procure a decree for the sale of certain real estate in the Town of Crisfield, Somerset County, Maryland, owned jointly by Harry W. Riggin, oneof the complainants in this cause, and John W. Riggin late of said Somerset County, deceased.

The bill states that the said Harry W. Riggin and the said John W. Riggin were seized and possessed of certain real estate in said Town of Crisfield, on the South side of Main Street, which was conveyed unto the said Harry W. Riggin and the said John W. Riggin by two deeds, one from Lung Louie, dated the 20th day of June 1919, and recorded among the Lamd Records of said Somerset County in Liber W.J.S.No.78, folio 407 etc, and the other from Rudolph G. Anklam and wife, dated the 11th day of March 1920, and recorded among said LandRecords in Liber W.J.S.No. 74, folio 550 etc, that the said John W. Riggin departed this life, intestate, on the 18th day of June 1930, leaving as his only heirs at law, who are still living, the following, namely,Mary J. Riggin his widow, Harry W. Riggin, a son, who married Nellie E. Riggin, Carlyle A. Riggin, a son who married Margaret M. Riggin John C. Riggin, a son, who married Madaline Riggin, Manilla E. Beauchamp a daughter, who married Allen Beauchamp and Ruth Riggin, only child and heir at law of Herman U. Riggin, a son of the said John W. Riggin, who departed this life before the death of the said John W. Riggin, that all the defendants in this cause are above the age of twenty-one years, except the said Ruth Riggin, who is an infant under the age of twenty-one years, that the said real estate is not susceptible of partition, without material loss and injury to the parties entitled to interests therein, that the said Ruth Riggin is a non-resident of the State of Maryland, and resides in the State of Pennsyovania.

It is thereupon this 11th day of November 1930, by the Circuit Court for Somerset County in Equity, ordered that the complainants, 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 15th day of December 1930, give notice to the said Ruth Riggin, non-resident defendant in this cause, of the object and substance of the bill of complaint, warning her to be and appear in this Court in person or by solicitor, on or before the 2nd day of January 1931, to show cause if any she has, why a decree ought not to be passed as prayed.

Robt. F. Duer, Judge.

And thereafter to wit on January 31st, 1931, the following Petition, Order appointing guardian at litem and answer of infant by Guardian.

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others | ) | For Somerset County. |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County.

The petition of the complainants respectfully represents:

That the order of publication heretofore passed in this cause has been duly published accoring to its provisions, giving notice to Ruth Riggin, non-resident infant defendant in this cause, of the object and substance of the bill of complaint in this cause, but being an infant the said Ruth Riggin 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 complainants therefore pray 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 Complainants.

Upon the foregoing petition it is ordered by the Circuit Court for Somerset County this 31st day of January in the year nineteen hundred and thirty-one, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Ruth Riggin, infant defendant in the above cause.

Joseph L. Bailey, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |

The answer of Ruth Riggin 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 Harry W. Riggin and wife 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 cannot admit any of the allegations of said bill, but submitt her 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 January 31st, 1931, the following Petition, decree pro confesso and order to take testimony was filed:

| | | |
|---|---|---|
| Harry W. Riggin and wife. | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The petition of the complainants respectfully represents:

That the adult defendants, Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp, her husband 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, that the order of publication heretofore passed in this cause has been duly published according to its provisions, and that Ruth Riggin, the non-resident infant defendant mentioned in the bill of complaint and in said order of publication has answered said bill of complaint by guardian ad litem specially appointed by this Court.

The complainants therefore pray that the bill of complaint in this cause may be taken pro confesso against the said Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp her husband, non-appearing adult defendants, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

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And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainants.

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others | ) | For Somerset County. |
| | ) | |

It appearing in the above entitled cause, that the adult defendants, Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp her husband 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 order of publication heretofore passed in this cause has been duly published according to its provisions, and that Ruth Riggin, the non-resident infant defendant mentioned in the bill of complaint and in said order of publication has answered said bill of complaint by guardian ad litem specially appointed by this Court.

It is thereupon this 31st day of January in the year nineteen hundred and thirty-one, on the foregoing petition ordered adjudged 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 J. Riggin, Carlyle A. Riggin and Margaret M. Riggin his wife, John C. Riggin and Madaline Riggin his wife, Manilla E. Beauchamp and Allen Beauchamp her husband, non-appearing adult defendants, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

Joseph L. Bailey, Judge.

And afterwards, to wit, on the 5th day of March, in the year nineteen hundred and thirty-one, Edward P. Wyatt, 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:

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |

In this cause, an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt of Crisfield Maryland, 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 4th day of March 1931, in Somerset County aforesaid, I did take the following testimony, to wit:

Harry W. Riggin, a witness of lawful age, produced on the part of the compoainants, being by me first duly sworn, deposes and says:

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

Ans. My name is Harry W. Riggin my age is 46 years, my residence Crisfield, Somerset County, Maryland and my occupation is a merchant.

Int. 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, I am one of the complainants, and Nellie E. Riggin the other complainants, is my wife. My wife and I, and the defendants, Mary J. Riggin, Carlyle A. Riggin and Margaret M. Riggin, his wife, and John C. Riggin and Madaline Riggin his wife, all reside in Somerset County, Mary-

land the defendants, Manilla E. Beauchamp and Allen Beauchamp, her husband, now reside in Somerset County, Maryland, and the defendant, Ruth Riggin, is a non-resident of the State of Maryland and resides in the State of Pennsylvania.

Int.3. Were you or not acquainted with John W. Riggin and if so, is he living or dead, and if dead, when did he die? Did he or not die intestate? Who are his heirs at law and their ages?

Ans. John W. Riggin was my father. He is dead, having died, intestate, on the eighteenth day of June nineteen hundred and thirty. He left as his only heirs at law, who are still living, the following, the defendant Mary J. Riggin, his widow, myself, Harry W. Riggin, a son, who married the complainant, Nellie E. Riggin, the defendant Carlyle A. Riggin, a son, who married the defendant, Margaret M. Riggin the defendant, John C. Riggin, a son, who married the defendant, Madaline Riggin, the defendant, Manilla E. Beauchamp, a daughter, who married the defendant, Allen Beauchamp and the defendant, Ruth Riggin, only child and heir at law of Herman U. Riggin, who was a son of the said John W. Riggin, and who departed this life before the death of the said John W. Riggin, All the parties to this suit are above the age of twenty-one years, except the said Ruth Riggin who is an infant under the age twenty-one years.

Int.4. Please state whether or not you and the said John W. Riggin were seized and possessed, at the time of the death of the said John W. Riggin, of any real estate in Somerset County, Maryland? If so, where is the said real estate located? Describe said real estate, and give your opinion of its value?

Ans. At the time of the death of the said John W. Riggin, the said John W. Riggin and I owned jointly two parcels of land, adjoining each other, on the South side of Main Street, in the town of Crisfield, Somerset County, Maryland, which were conveyed to the said John W. Riggin and myself by two deeds, one from Long Louie bearing date the twentieth day of June, nineteen hundred and nineteen, and recorded among the Land Records of Somerset County, Maryland in Liber W.J.S.No.78, folio 407 etc, and the other from Rudolph G. Anklam and wife bearing date the eleventh day of March, nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S.No.84, folio 550 etc. I should think the two parcels of real estate worth from $1000.00 to $1500.00.

Int.5, Please state whether or not in your opinion the said real estate, so as aforesaid owned jointly by yourself and the said John W. Riggin, is susceptible of partition between you and the said heirs at law of the said John W. Riggin without material loss and injury to the parties entitled to interests therein? Give your reasons for your opinion?

Ans. In my opinion the said real estate is not susceptible of partition among the parties entitled to interests therein, without material loss and injury to them. In order to make a divisions of said interests it will be necessary that said real estate be sold and the proceeds divided among the parties entitled to interests therein according to their respective interests. Owing to the fact that there are quite a number of heirs, owning such different interests, and owing to the location and size of the properties, it is impossible to divide the property among the parties entitled to interests therein.

Court Question.

Ans. I know nothing further material to this cause.

Witness: Harry W. Riggin

E . P. Wyatt

Carlyle A. Riggin, a witness of lawful age, produces 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 Carlyle A. Riggin my age is 39 years, my residence Crisfield, Somerset County, Maryland, and I am a merchant.

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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, I am one of the defendants in this suit. The Complainants, Harry W. Riggin and Nellie E. Riggin his wife, and the defendants, Mary J. Riggin myself and my wife, Margaret M. Riggin and John C. Riggin and Madaline Riggin his wife, all reside in Somerset County, Maryland, the defendants, Manilla E. Beauchamp and Allen Beauchamp his wife, now live in Somerset County, Maryland, and the defendant, Ruth Riggin, resides in the State of Pennsylvania.

Int.3. Were you or not acquainted with John W. Riggin? If so, is he living or dead, and if dead, when did he die? Did he or not die intestate, and who are his heirs at law and their ages?

Ans. John W. Riggin was my father. He died on the eighteenth day of June, nineteen hundred and thirty. He left no will. He left as his only heirs at law, who are still living, the following, namely the complainant, Harry W. Riggin, a son, who married the complainant, Nellie E. Riggin the defendant, Mary J. Riggin, his widow, the defendant, John C. Riggin, a son, who married the defendant, Madaline Riggin, Myself, Carlyle A. Riggin, a son, who married the defendant, Margaret M. Riggin, the defendant, Manilla E. Beauchamp, a daughter, who married the defendant, Allen Beauchamp, and the defendant, Ruth Riggin, only child and heir at lawof Herman U. Riggin who was a son of the said John W. Riggin, and who departed this life before the death of the said John W. Riggin.

All the parties to this suit are above the age of twenty-one years except the said Ruth Riggin, who is an infant under the age of twenty-one years.

Int.4. Please state whether or not the said John W. Riggin your father, and the complainant, Harry W. Riggin, were seized and possessed at the time of the death of the said John W. Riggin of any real estate in Somerset County, Maryland? If so, where is the said real estate located? Describe it and give your opinion of its value?

Ans. At the time of the death of my father, John W. Riggin, he and the complainant, Harry W. Riggin, owned two lots or parcels of land, which lots adjoin each other, located on the South side of Main Street, in the Town of Crisfield, Somerset County, Maryland. This property was conveyed unto the said John W. Riggin and the said Harry W. Riggin by two deeds, one from Lung Louie and the other from Randolph G. Anklam and wife, which deeds are recorded among the land records of Somerset County, Maryland.

In my opinion the two lots of land are worth from $1000.00 to $1500.00.

Int.5. Please state whether or not in your opinion the said real estate, so as aforesaid owned jointly by the said John W. Riggin and the said Harry W. Riggin is susceptible of partition between the said Harry W. Riggin and the heirs at law of the said John W. Riggin, without material loss and injury to the parties entitled to interests therein? Give your reason for your opinion?

Ans. The said real estate is not susceptible of partition among the parties entitled to interests therein, without material loss and injury to them. To make a partition of said interests it will be necessary that the said real estate be sold, and the proceeds of sale divided among the parties entitled to interests therein in accordance with their respective interests. There are quite a number of heirs, owning different interests in said property, and the size and location of the property makes it impossible to divide the property among the parties entitled to interests therein.

Courts Question.

Ans. I do not know anything else material to this case.

Witness; Carlyle A. Riggin

E. P. Wyatt.

There being no further witnesses present to be examined, and at the suggestion of the Solicitor for the Complainants, the papers are herewith returned to Court, and I further certify the annexed bill of costs is correct.

Bill of Costs:

Examiner----------$4.00

Witness my hand and seal.

Edward P. Wyatt (SEAL)
Examiner in Chancery.

And thereafter to wit, on the 17th day of March, in the year nineteen hundred and thirty-one the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Harry W. Riggin and Nellie E. Riggin, his wife. | ) | In Equity in the Circuit |
| Vs. | ) | Court for Somerset County, |
| Mary J. Riggin and others. | ) | No.428 Chancery. |
| | ) | |
| | ) | |

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

It is thereupon this 17th day of March, in the year nineteen hundred and thirty-one 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 proceeding 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 Three Thousand dollars, if individual surety or sureties, or one-half of said pehal 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, ashe 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 one year 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 ratifidation 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, andof 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.

Robert F. Duer, Judge.

And thereupon the said Clarence P. Lankford, 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, Clarence P. Lankford, principal, and Edward P. Wyatt and Lorie C. Quinn, Sr., of Somerset County, in the State of Maryland, areheld 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 or 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 eighth day of April, in the year nineteen hundred and thirty-one.

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 property mentioned in the proceedings in the case of Harry W. Riggin and wife against Mary J. Riggin and others,now pending in said Court.

Now the condition of the above obligation is such, that if the above bounden 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:
R. C. Milbourne

Clarence P. Lankford (SEAL)
Edward P. Wyatt (SEAL)
Lorie C. Quinn,Sr., (SEAL)

The above bond approved this 18th day of April, in the year nineteen hundred and thirty-one.

J. Millard Tawes, Clerk.

And thereafter, to wit on April 20th, 1931, 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:

| | | |
|---|---|---|
| Harry W. Riggin and wife | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin 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 seventeenth day of March, in the year nineteen hundred and thirty-one, to make sale of certain real estate therein mentioned, 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 decree, and giving 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, he did, pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday, the eighteenth day of April, in the year nineteen hundred and thirty-one, at or about the hour of 2.30 o'clock P.M., and then and there proceeded to sell said real estate in manner following, that is to say:

Your trustee offerred at public sale to the highest bidder, all those lots or parcels 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 Main Street, fronting fifty-four feet on said Main Street, and running back a distance of one hundred and fifty feet, being the same and all the real estate and premises conveyed unto John W. Riggin (late of said Somerset County, deceased) and Harry W. Riggin by two deeds, one from Lung Louie bearing date the twentieth day of June, in the year nineteen hundred and nineteen, and recorded among the Land Records of

said Somerset County in Liber W.J.S.No.78, folio 408 etc, and the other from Rudolph G.Anklam and wife, bearing date the eleventh day of March, in the year nineteen hundred and twenty and recorded among said Land Records in Liber W.J.S.No.84, folio 550 etc, whereupon Harry W.Riggin of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Six Hundred Dollars ($600.00) whereof he paid two hundred dollars in cash, and gave his bond for the balance of the purchase money, payable on the ratification of sa;e by this Honorable Court.

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 20th day of April, in the year nineteen hundred and thirty-one 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.

J.Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Harry W. Riggin and wife. | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |

Ordered by the Clerk of the Circuit Court for Somerset County, this 20th day of April, nineteen hundred and thirty-one, that the sale of property mentioned in these proceedings,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 25th day of May next; 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 25th day of May next.

The report states the amount of sales to be $600.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 17th day of June, in the year nineteen hundred and thirty-one, came again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant, by his solicitor, aforesaid, nthe Court here passed the following order, to wit:

| | | |
|---|---|---|
| Harry W. Riggin and wife. | ) | No.4281 Chancery |
| Vs. | ) | In the Circuit Court |
| Mary J. Riggin and others. | ) | For Somerset County. |
| | ) | |

Ordered by the Circuit Court for Somerset County, this 17th day of June, nineteen hundred and thirty-one, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, trustee, appointed by this Court 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, Judge.

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered of re-

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cord according to law, and the same is accordingly done.

Per: Millard Lawes, Clerk.

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resides in the City of Cranford, State of New Jersey.

Third: That administration, all and singular of the personal estate of the said William P. Todd has lately been granted by the Orphans Court for Somerset County aforesaid, to the defendants William B. Spiva and Julian A. Todd, who, in virtue thereof, have possessed themselves of the said personal estate of the said William P. Todd as will fully appear by reference to a certificate of said letters of administration herewith filed as part hereof marked "Exhibit B"

Fourth: That your orator is informed, believes and therefore charges, that said personal estate left by the said William P. Todd is not sufficient to discharge all the just debts due and owing by the said intestate at the time of his death, and your orator is advised that it and the other creditors of the said William P. Todd, to the extent of any deficiency in said personal estate, are entitled to have their claims paid from the proceeds of the sale of the real estate of which the said William P. Todd died seized, or so much thereof as may be necessary for such payment.

Fifth: That included in the real estate of which the said William P. Todd died seized, is a certain lot of land, title to which he acquired by deed from William E. Johnson and wife, dated November eighth, nineteen hundred and twenty-eight and recorded among the land records of said Somerset County in Liber No.97, folio 204, which said land is subject to the lien of a certain mortgage executed by said Johnson and wife to a certain Mary F. Hewes, dated February eighteenth, nineteen hundred and twenty-seven, and recorded among said land records in Liber 95, folio 98, to secure the payment of two thousand and twenty-five dollars, with interest from June first, nineteen hundred and twenty-eight, which said mortgage was assigned to the defendant, the Cambridge Trust Company, a body corporate, having its principal office at Cambridge, in Dorchester County, Maryland, on the twelfth day of July, nineteen hundred and twenty-seven, said assignment being recorded among said land records in Liber No.94, folio 366, that said land is also subject to the lien of a certain mortgage executed by the said William E. Johnson and wife to a certain George W. Furniss, dated September twelfth, nineteen hundred and twenty-seven and recorded as aforesaid in Liber No.95, folio 272, to secure the payment of six hundred dollars, with interest from said date, said mortgage having been assigned to the defendant, the Bank of Somerset, by assignment dated January eighth, nineteen hundred and twenty-eight and recorded as aforesaid in Liber No.95, folio 272, certified copy of which said mortgages with the assignments thereof will be produced and filed if deemed necessary by this Honorable Court.

Sixth: That included in the real estate of which the said William P. Todd died seized, is a certain lot or tract of land, title to which was conveyed to the said William P. Todd by deed from Frederick I. Broughm, dated May first, nineteen hundred and twenty, and recorded as aforesaid in Liber No.80, folio 381, which said land is subject to the lien of a certain mortgage executed by the said Broughm and wife to Ida I. Beauchamp, dated November sixth, nineteen hundred and eighteen and recorded as aforesaid in Liber No.75, folio 262, to secure the payment of seventy-five hundred dollars, with interest from said date, which said mortgage was assigned to the defendant, the Bank of Somerset, on the fifth day of November, nineteen hundred and twenty-six, the balance due thereon at the date of said assignment being seven thousand dollars, with interest from said date, said assignment being recorded with the aforesaid mortgage record, certified copy of which said mortgage with the assignment thereof will be produced and filed if deemed necessary by this Honorable Court.

Seventh: That included in the real estate of which the said William P. Todd died seized, is a certain lot or parcel of land conveyed to the said William P. Todd by deed from O.Straughn Lloyd and wife, dated November sixteenth, ninteen hundred and eleven and recorded as aforesaid in Liber No.58, folio 308, which said land is subject to the lien of a certain mortgage executed by the said Todd and wife to Whiten J. Sibert, dated March, twenty-eighth, nineteen hundred and twelve, and recorded as aforesaid in Liber No.61, folio 56 et seq., to secure the payment of one thousand dollars, with interest from said date, said mortgage having been assigned to the defend-

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ant, the Bank of Somerset, on March twenty-seventh, nineteen hundred and twenty-two, certified copy of which said mortgage and assignment is herewith filed, marked "Plaintiff's Exhibit C"

To the end therefore:

(1) That the said real estate ofwhich the said William P. Todd, died seized, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orator and those of other unsatisfied creditors of said deceased, in the order of their respective priorities;

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

May it please your Honor, to grant unto your orator, a writ of subpoena directed to the said Bank of Somerset, a body corporate, having its principal office in said Somerset County, and the Cambridge Trust Company, a body corporate having its principal office in Dorchester County, in said State, and to William B. Spiva, one of the administrators of the estate of Wm. P. Todd, residing in Somerset County, 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, also an order of publication giving notice to the said Charlotte Todd Uhl, an adult residing the State of New Jersey, and Julian A. Todd, an adult residing in the State of Delaware, in his individual capacity and as administrator of the estate of the said William P. Todd, of the object and substance of this bill, and warning them to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Complainant.

Exhibit "A".

$5,269.00 Princess Anne, Md., 6/1/30.

Sixty days after date for value received I jointly and severally promise to pay to the order of Valliant Fertilizer Company (a corporation of the state of Delaware) at the Peoples National Bank, Laurel Delaware, for Five Thousand, two hundred and sixty-nine dollars.

And further with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made, at maturity. And I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere, having authority in law to enter judgment by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder, including therein principal, interest and said Attorney's fees. The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note. And the maker and endorser or endorsers each hereby waives demand, protest and notice of non-payment hereof.

W. P. Todd.

State of Delaware, Sussex County, SS:

Personally appeared before me James D. Spicer a Justice of the Peace in and for said county, Valliant Fertilizer Co., and maketh soleman that nothing has been paid or delivered towards satisfaction of said debt except what credit and that the sum of $5,269.00 is justly and truly due from the estate of W.P. Todd deceased with interest from June 1st, 1930.

Valliant Fertilizer Co.,
John W. Trought, V. President.

and subscribed before me this 29th day of Nov. A.D. 1930.

Official Seal. James D. Spicer, J.P.,

Exhibit "B" referred to in the foregoing bill is in the words following, to Wit

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 P. Todd, late of Somerset County, deceased, is hereby granted and committed unto Julian A. Todd and William B. Spiva, the Administrators

Witness, Elmer Horner, Esq., Chief Judge of the Orphans' Court for Somerset County, this 25th day of November Anno Domini 1930.

Official Seal. Test: Florence E. Dryden, Register of Wills for Somerset County.

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 letters of administration granted unto Julian A.Todd and William B. Spiva, Administrators on the estate of William P. Todd, late of said county, deceased, taken from the original now on file and 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 thirteenth day of December in the year of our Lord, nineteen hundred and thirty.

Official Seal. Florence E. Dryden, Register of Wills for Somerset County

Exhibit C" referred to in the foregoing Bill as follows:

THIS MORTGAGE, Made this 28th day of March, in the year nineteen hundred and twelve, by us William P. Todd and Carrie M. Todd, his wife, of Somerset County, Maryland, witnesseth, that for and in consideration of the sum of one thousand dollars, now owing from us the said William P. Todd and Carrie M. Todd, his wife, to Whiten J. Sibert of said county and state as evidenced by the bill obligatory of the said William P. Todd and Carrie M. Todd his wife, to the said Whiten J. Sibert for the said principal sum of one thousand dollars ($1000.00) with interest thereon, payable semi-annually from the date thereof and bearing even date, herewith, the whole principal sum payable one year from the date hereof, do grant and hereby convey unto the said Whiten J. Sibert, all that lot or parcel of land, lying and being situate on the West side of Beckford Avenue in the Town of Princess Anne in Somerset County, Maryland, and bounded on the South by the property of Thomas Dixon, Robert F. Duer and others and on the North by the property of B. Louis Lankford and being the samelot or parcel of land which was conveyed unto the said William P. Todd by Otho Straughn Lloyd and wife by deed dated on the 16th day of November in the year 1911, and recorded among the land records of Somerset County, Maryland in Liber S.F.D.No. 58, folio 308, and to which said deed and all the recitals therein contained, reference is here made for a more full 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 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 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, the said William P. Todd and Carrie M. Todd 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,

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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 Mortgagee, his personal representatives of 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 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 pro ceeds 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 sur plus (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 call 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 existence of this mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least one 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 insured and 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 the said mortgagors.

Test: William P. Todd (SEAL)

E. B. Lyons Carrie M. Todd (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of March in the year nineteen hundred and twelve before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County personally appeared William P. Todd and Carrie M. Todd his wife, 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, agent for William J. Sibert, the above named mortgagee have not required mortgagors, their Agent or Attorney or any person for said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he nor the said Whiten J. Sibert, the above named mortgagee, require any tax levied thereon to be paid by the mortgagors or any person or them during the existence of this mortgage, and also made oath in due form of law that he is the agent of the above named William J. Sibert the mortgagee, herein named for the purpose of making this affidavit.

Emanuel B. Lyons, J.P.

Received for record 29th March 1912, and recorded in Liber S.F.D.No.61, folio 56 &c, one of the land records of Somerset County.

Per: S. Frank Dashiell, Clerk.

Assignment.

For value received I hereby assign the within and foregoing mortgage to the Bank of Somerset, a body corporate without the recourse to me.

Witness my hand and seal this 27th day of March, 1922.

Witness: Whiten J. Sibert (SEAL)

J. A. Mathony

Received for record 29th March 1922, and recorded in Liber S.F.D.No.61, folio 56, one of the Land Records of Somerset County,

Per: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Mortgage and Assignment ~~here~~ truly and correctly copied from Liber S.F.D.No.61, folio 56 &c., one of the LandRecords of Somerset County.

In testimony whereof I hereunto subscribe my name and affixed the seal of said Court this 13th day of December, 1930.

J. Millard Tawes, Clerk.

At which said first Monday in January, in the year nineteen hundred and thirty-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:

Seal of Court.

The State of Maryland, To Bank of Somerset, William B. Spiva, Administrator 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 Valliant Fertilizer Company, a body corporate, 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 1930.

Issued the 15th day of December, Anno Domini 1930.

Per order,

J. Millard Tawes, Clerk.

Return of said writ as follows:

Summoned the Bank of Somerset by service upon Wm. B. Spiva, president of said Bank and copy of writ left with said Spiva also summoned Wm. B. Spiva, Administrator and copy of writ left with said Spiva, so answers,

Luther Daugherty, Sheriff.

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And at the same time also the Sheriff of Dorchester County to whom the second writ is directed also came and made return thereof to the Court here in the words following, to wit:

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Cambridge Trust Company, 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 Valliant Fertilizer Company 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 1930.

Issued the 15th day of December Anno Domini 1930.

Per Order, J. Millard Tawes, Clerk.

At which said first Monday in January, in the year nineteen hundred and thirty, 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 Dorchester County, Geo. W. Bradshaw, 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,

Geo. W. Bradshaw, Sheriff.

And thereafter to wit, the following Supplemental Bill of Complaint was filed:

| | |
|---|---|
| The Valliant Fertilizer Company, a corporation under the laws of the State of Delaware<br><br>Vs.<br><br>William B. Spiva, and Julian A. Todd, administrators of the estate of William P. Todd, Charlotte Todd Uhl, Julian A. Todd, individually, Bank of Somerset, a body corporate and Cambridge Trust Company, a body corporate. | No. 4296 Chancery<br>Circuit Court for<br>Somerset County,<br>Maryland. |

To the Honorable, the Judge of said Court:

The petition of Valliant Fertilizer Company, plaintiff in the above cause, respectfully represents:

That since filing its original bill of complaint it has discovered that the Cambirdge Trust Company, described as a Maryland Corporation in said bill, is a non-resident corporation having its principal office in Chester, Pennsylvania, and that the process prayed in the original bill of complaint cannot be made effective against said defendant.

Your petitioner therefore prays leave to file the attached amended or supplemental bill of complaint.

And as in duty bound,

Geo. H. Myers,
Solicitor for Petitioner.

Ordered, this 23rd day of December, nineteen hundred and thirty, upon the above petition, that leave, be and the same is hereby granted to the plaintiff to file the annexed and attached supplemental bill of complaint.

Robt. F. Duer, Judge.

| | | |
|---|---|---|
| Valliant Fertilizer Company, a corporation under the laws of the State of Delaware. | ) | |
| | ) | |
| Vs. | ) | No.4296 Chancery |
| | ) | |
| William B. Spiva and Julian A. Todd, administrators, of the Estate of William P. Todd, Charlotte Todd Uhl, Julian A. Todd, individually, Bank of Somerset, a body corporate and Cambridge Trust Company, a body corporate | ) | Circuit Court for |
| | ) | Somerset County, |
| | ) | Maryland. |
| | ) | |

Your orator, complaining says:

First: That heretofore , to wit: on the 13th day of December, nineteen hundred and thirty, it filed its bill of complaint in this Court against Julian A. Todd, Cambridge Trust Company and others, praying among other things, for the sale of certain real estate of which William P. Todd, late of Somerset County, died seized, and against a portion of which the defendant, the Cambridge Trust Company, holds a mortgage lien.

Second: That in said bill the said defendant, the Cambridge Trust Company, is described as a Maryland corporation with its principal office at Cambridge, in Dorchester County, State of Maryland, and process is prayed in said bill against said defendant as a resident corporation; your petitioner has since learned that the said defendant, the Cambridge Trust Company, is not a Maryland corporation but is a non-resident corporation having its principal office in the City of Chester, State of Pennsylvania.

To the end therefore:

(1) That the said Julian A. Todd and William B. Spiva, administrators of the estate of Wm. P. Todd, Charlotte Todd Uhl, Julian A. Todd, individually, Bank of Somerset, a body corporate and Cambridge Trust Company, a body corporate, may answer as well the matters charged in the original bill of complaint as in this amended or supplemental bill.

(2) That your orator may have such other and further relief against them as is prayed in his original bill of complaint.

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Bank of Somerset, a body corporate having its principal office in said Somerset County, and to William B. Spiva, one of the administrators of the estate of the said William P. Todd, residing in said Somerset County, 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 pass as prayed, also an order of publication giving notice to the said Charlotte Todd Uhl, an adult residing the State of New Jersey, Julian A.Todd, an adult residing in the State of Delaware, in his individual capacity and as administrator of the estate of the said William P. Todd, and to the Cambridge Trust Company, a non-resident corporation having its principal office in Chester, Pennsylvania, of the object and substance of the original and amended bills of complaint and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Complainant.

And thereupon, in pursuance of the prayer of the foregoing bill, and by order of Court here, the following order of publication was filed, to wit:

| | | |
|---|---|---|
| Valliant Fertilizer Company, a corporation under thelaws of the State of Delaware. | ) | |
| | ) | |
| Vs. | ) | No.4296 Chancery |
| | ) | |
| William B. Spiva and Julian A.Todd, administrators of the estate of William P.Todd,Charlotte Todd Uhl,Julian A.Todd, individually, Bank of Somerset, a body corporate and Cambridge Trust Company, a body corporate. | ) | Circuit Court for |
| | ) | Somerset County, |
| | ) | Maryland. |
| | ) | |

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The object of this suit is to procure a decree for the sale of certain real estate of which William P. Todd , died seized, to pay the claims of unsatisfied creditors of the said William P. Todd in the order of their respective priorities, his personal estate being insufficient therefor.

The bills of complaint states that the said William P. Todd, at the time of his death, was indebted to the plaintiff, in the sum of $5,269. with interest from the first day of August, 1930, and $526.90 collection charges, as evidenced by promissory note of the said William P. Todd, filed as Exhibit A with said bill of complaint, the said note and debt being entitled to credits as follows: June 16, 1930, $35.00, July 29, 1930, $45.00 October 25, 1930, $100.00, and that the said Todd was also liable as endorser to the plaintiff upon numerous other notes executed to divers other individuals, which said notes the said plaintiff is now endeavoring to collect from said makers and the amount of said Todd's liability as endorser aforesaid, is as yet undertermined, that the said William P. Todd being so indebted to the plaintiff and divers other persons and being seized and possessed of real and personal estate, died on or about November 16, 1930, intestate, leaving no widow surviving, but leaving as his sole heirs at law a son, the defendant, Julian A. Todd, who resides in Wilmington, Delaware, and a daughter, the defendant, Charlotte Todd Uhl, who resides in the State of New Jersey, both of whom are of full age, that administration of the personal estate of the said William P. Todd has been granted by the Orphans Court for said Somerset County to the defendants, William B. Spiva and Julian A. Todd, certified copy of said letters of administration being iled as Exhibit B with said bill, and that said administrators have possessed themselves of the said personal estate, that the plaintiff is informed, believes and charges that the said personal estate left by the said William P. Todd is not sufficient to discharge all the just debts due and owing by the said intestate at the time of his death and that plaintiff and other creditors of the said William P. Todd, to the extent of any deficiency in said personal estate, are entitled to have their claims paid from the proceeds of the sale of the said Todd's real estate, or so much as may be necessary for such payment, that included in the real estate of which the said William P. Todd died seized, is a certain lot of land, title to which he acquired by deed from William E. Johnson and wife, dated November 8, 1928, and recorded among the land records of said Somerset County in Liber No.97, folio 204, which said land is subject to the lien of a mortgage executed by said Johnson and wife to Mary F. Hewes, dated February 18, 1927, recorded as aforesaid in Liber No.95, folio 98, to secure the payment of $2025. with interest from June first, 1928, which said mortgage was assigned to the defendant, the Cambridge Trust Company, a non-resident corporation having its principal office at Chester, Pennsylvania, on July 12, 1927, said assignment being recorded among said land records in Liber No.94, folio 366, and said land is also subject to the lien of a certain mortgage executed by the said Johnson and wife to George W. Furniss, dated September 12, 1927, and recorded as aforesaid in Liber No.95, folio 272, to secure the payment of $600. with interest from said date, said mortgage having been assigned to the defendant, the Bank of Somerset, January 8, 1928, recorded with said mortgage, that included among the real estate of which the said Todd died seized is a certain tract of land which was conveyed to the said Todd by Frederick I. Broughm, by deed dated May 1st, 1920, and recorded as aforesaid in Liber No.80, folio 381, which said land is subject to the lien of a mortgage executed by the said Broughm and wife to Ida I. Beauchamp dated November 6, 1918, recorded as aforesaid in Liber No.75, folio 262, to secure the payment of $3500. with interest from said date, which said mortgage was assigned to the defendant, the Bank of Somerset, on the 5th day of November, 1926, the balance due thereon at date of said assignment being $7000. with interest from date, said assignment being recorded with the aforesaid mortgage; that included among the real estate of which the said Todd died seized is a certain lot of land conveyed to the said Todd by deed from O. Straughn Lloyd and wife dated November 16, 1911, and recorded as aforesaid in Liber No.

58, folio 308, which said land is subject to the lien of a certain mortgage executed by the said Todd and wife to Whiten J. Sibert, dated March 28, 1912, and recorded as aforesaid in Liber No.61, folio 56, to secure the payment of $1,000. with interest from said date, said mortgage having been assigned to the defendant, the Bank of Somerset, March 27, 1922, certified copy of which said mortgage and assignment is filed with said bill of complaint as Exhibit C.

It is thereupon this 3rd day of January 1931, ordered by the Clerk of the Circuit Court for Somerset County in Equity, 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 9th day of February 1931, give notice to the said non-resident defendants, Julian A. Todd, individually and as administrator aforesaid, Charlotte Todd Uhl, and the Cambridge Trust Company, of the object and substance of this suit, warning them to be and appear in this Court in person or by solicitor on or before the 27th day of February 1931, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

And thereafter to wit, on March 17th, 1931, the following answer of Bank of Somerset to original and supplemental bills was filed:

| | | |
|---|---|---|
| The Valliant Fertilizer Company, a body corporate. | ) | No.4296 Chancery |
| | ) | Circuit Court for |
| Vs. | ) | Somerset County, |
| William B. Spiva, et al., | ) | Maryland. |

The answer of the Bank of Somerset, a body corporate under the laws of the State of Maryland one of the defendants in the above cause, to the bill of complaint of the Valliant Fertilizer Company therein against this defendant and others exhibited, respectfully shows:

First: As to the allegations set forth in the first paragraph of plaintiff's said bill of complaint this defendant says, that it has no knowledge with respect thereto and neither admits nor denies said allegations.

Second: Answering the second paragraph of said bill of complaint this respondent admits the matters and facts therein setforth except the allegation that the said William P. Todd was indebted to the plaintiff, as to which allegation this defendant has no knowledge and neither admits nor denies the same.

Third: Answering the third paragraph of said bill of complaint this defendant admits the matters therein alleged.

Fourth: Answering the Fourth paragraph of said bill of complaint this defendant admits the matters and facts therein alleged.

Fifth: Answering the fifth paragraph of said bill of complaint this defendant admits the matters therein alleged but says further that since the filing of said bill of complaint the said mortgage held by the said Cambridge Trust Company has been assigned and transfered for a valuable consideration to this respondent by assignment dated the nineteenth day of February, nineteen hundred and thirty-one, and recorded among the land records of said Somerset County in Liber No.101, folio 86, that there is due on said mortgage a balance of seventeen hundred and twenty-five dollars, with interest from June first, nineteen hundred and thirty, further answering said fifth paragraph this respondent says, that there is due on said mortgage executed by the said Johnson and wife to George W. Furniss and assigned to this respondent as alleged in the fifth paragraph of said bill of complaint the sum of four hundred and fifty dollars, with interest from the twelfth day of September, nineteen hundred and thirty, and this respondent says that the plaintiff and other general creditors of the said William P. Todd have no interest in said land or right to a decree for sale thereof, unless the same be sold subject to the liens of this respondent's aforesaid mortgages.

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Sixth: Answering the sixth paragraph of Plaintiff's said bill of complaint this defendant admits the matters therein alleged and further answering said paragraph says, that the balance due on said mortgage executed by the said Frederick I. Broughn to the said Ida I. Beauchamp and assigned to this respondent is seven thousand dollars, with interest from the sixth day of November, nineteen hundred and thirty and this respondent further says that the plaintiff and other general creditors of the said William P. Todd, deceased, have no interest in said land or right to decree for sale thereof unless said sale be made subject to the lien of this respondent's said mortgage.

Seventh: Answering the seventh paragraph of plaintiff's said bill of complaint this respondent admits the matters therein alleged and further answering said paragraph says, that it consents to the sale of the said lot or parcel of land conveyed to the said William P. Todd by the said O. Straughn Lloyd and wife free and clear of the lien of this respondent's said mortgage, without however, waiving or releasing the lien of said mortgage upon the proceeds from the sale of said property and upon condition that the proceeds from the sale of said property be applied first to the payment of this respondent's said mortgage debt, that the balance due on said mortgage is one thousand dollars with interest from September twenty-eighth, nineteen hundred and thirty.

Eighth: Answering the supplemental bill filed by the said plaintiff this respondent admits the matters therein alleged but further says that the said Cambridge Trust Company has no interest in this suit or the real estate of which the said William P. Todd died seized, for the reasons set forth in the fifth paragraph of this answer.

And this respondent prays that it be hence dismissed with its proper costs,

H. Fillmore Lankford,
Attorney for Respondent.

On March 20th, 1931, the following Decree Pro confesso and order to take testimony was filed:

| | | |
|---|---|---|
| Valliant Fertilizer Company, a body corporate. | ) | No.4296 Chancery |
| Vs. | ) | Circuit Court for |
| William B. Spiva, et al., | ) | Somerset County, |
| | ) | Maryland. |
| | ) | |

The order of publication heretofore issued in the above case having been duly published as required by the terms of said order, in the Somerset News, a newspaper published at Princess Anne in said Somerset County, as appears by certificate of Edgar A. Jones, publisher of said newspaper filed in the above cause, and the defendants, Julian A. Todd, Charlotte Todd Uhl and Cambridge Trust Company, having failed to appear either in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 19th day of March, nineteen hundred and thirty-one, 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, Julian A.Todd, Charlotte Todd Uhl and Cambridge Trust Company.

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.

Robt. F. Duer, Judge.

And afterwards to wit, on the 8th day of April, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Valliant Fertilizer Company, a corporation. | ) | No.4296 Chancery |
| Vs. | ) | In the Circuit Court |
| William B. Spiva, Julian A. Todd, Administrators etc., 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 Saturday, the 28th day of March 1931, I did take the following depositions, that is to say:

John W. Trought, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. John W. Trought, age 44 years, residence Laurel, Delaware, occupation, Vice-President and Treasurer of the Valliant Fertilizer Company.

Int.2. Did you know William P. Todd in his life time and, if so, what business if any, did your company have with him?

Ans. I had known Mr. Todd for about five years before his death and since 1927, he had acted as our agent for the sale of fertilizer in Princess Anne and vicinity.

Int.3, Did he as agent make collections for the fertilizer he sold for you?

Ans. Yes

Int.4. What if any indebtedness existed on the part of Mr. Todd to your company at the time of his death?

Ans. At the time of his death Mr. Todd had a note due since August 1, 1930, amounting to $5269.00 with several credits of cash collections made by him amounting to $180.00, leaving a net indebtedness $5089.00 together with the interest.

(Witness here shown exhibit filed with the bill of complaint marked Exhibit "A".

Int.5, Will you look at this paper and state if this is the note to which you refer?

Ans. It is.

Int.6. Are you acquainted with Mr. Todd's signature? And can you state from your own knowledge that there has been nothing paid on this note except the three credits to which you have referred, which total $180.00.

Ans. I am acquainted with Mr. Todd's signature and know these credits to be the total credits paid (Plaintiff here files with Examiner to be used as evidenced in this cause the note dated June 1, 1930, signed W.P. Todd, filed as Exhibit "A" with the bill of complaint)

Int. 8 What other liability, if any, exists on the part of Mr. Todd or his estate to your company?

Ans. Seven notes totaling $931.63 on all of which Mr. Todd is liable as endoeser all of which we have tried to collect from the makers. The notes are as follows:

1. Mrs. Maggie Bounds, Princess Anne, Md., due August 1, 1929, amounting to $38.80, 2 Joseph & Irene Reuger, Princess Anne, due August 1, 1930, amountint to $70.00 E.J. & Ella, 3. Hall, Oriole, Md., due August 15, 1930, and amounting to $173.15, 4- Fred D. & John S.Kings, Beltsville, Md., due June 13, 1930, amounting to $130.00, 5- Josephine and J.A. Noble, Princess Anne, Md., due August 1, 1930, amounting to $324.00 with credit of $38.34, Frank M. Butler, Princess Anne, due July 1, 1930, and amounting to $157.02 and J. S. Dennis and wife due July 3, 1928, amount $77.00.

Int.9. Will you look at the notes here shown you and state whose signature appears as endorser on the back of it?

Ans. The signature of W.P. Todd appears as endorser on each.

(Plaintiff herewith files with Examiner to be used as evidence in this cause each of the

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above seven notes, except the note of J.S. Dennis and Jos. Reuger, the original of which have been obtained from the Clerk of the Circuit Court for identification by wigness and certified copied of these two notes are filed in place of the original, said notes and certified copies being marked respectively plaintiff's exhibits 1 to 7, inc).

Court question and answer:

"Nothing further."

Test: Harry C. Dashiell, Exm., Valliant Fertilizer Co., John W. Trought, V.Pres. & Treas.

J. Arthur Powell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. J. Arthur Powell, age 41 years, residence Princess Anne, Maryland, occupation, bank clerk.

Int.2. Do you know the parties to this suit, and if so, how long have you known them?

Ans. I know all the parties to this suit and have known them for several years.

Int.3. Did you know William P. Todd? If yea, is he living or dead? If dead when did he die? Did he leave any will and who are his heirs at law?

Ans. I knew Mr. Todd, I lived next door to him for the past three and a half years. He was killed in an automobile accident which occured on November 15th, in Prince George's County. He died the following day at an hospital in Baltimore. He left no will and his heirs at law are Julian A. Todd, a son, and Charlotte Todd Uhl, a daughter, both adults, the son residing at Wilmington, Del., and the daughter in Cranberry, N.J.,

Int.4. Do you know the real estate of which William P, Todd died seized? Describedeach parcel briefly and give your estimate of its present value?

Ans. The farm known as the "Meadows." on the east side of the State Road between Princess Anne and Kings Creek, containing about 200 acres, and worth in my opinion about $8000.00 and is improved by a good, two story dwelling house and a good barn.

The farm situated at Eden Station, containing about 30 acres, in East Princess Anne District, valued at $1500.00.

(Both af the above described properties are encumbered by mortgages)

The property where he resides on Beckford Avenue, which he purchased from O. Straughn Lloyd and wife, improved by a two story, frame dwelling and out buildings. The land is about 60 feet front and a depth of 200 ft. This property is also subject to a mortgage for $1000.00. It is worth about $4000.00.

A house and lot adjoining his residence with a frantage of 50 ft. improved by a two story, frame dwelling, valued at $900.00.

Int.5. Did Mr. Todd leave a widow surviving him?

Ans. No he did not, his wife had been dead five months.

Court question and answer:

"Nothing further."

TesHarry C. Dashiell, Exm., J. Arthur Powell

William B. Spiva, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William B. Spiva, age 57 years, residence Princess Anne, Md., occupation, President, Bank of Somerset.

Int.2. Do you know the parties to this suit, and, if so, how long have you known then?

Ans. I know all the parties to this suit and have known Mr. Todd's family for many years.

Int.3. Did you know William P. Todd in his life time? Is he living or dead? If dead,when did he die and who are his heirs at law?

Ans. I did know William P. Todd. He died in a hospital in Baltimore on November 16,1930

He left no will or widow surviving him and his heirs at law are Julian A. Todd and Charlotte Todd Uhl, both of whom are adults. The son lives at Wilmington, Del., and the daughter at Crenberry, N.J.

Int.3. Do you know anything of the extent of the personal estate of the said William P. Todd as compared with the debts he owed at the time of his death?

Ans. I am one of the administrators. We have now in hand nearly $9000.00 and his debts will amount to from $10,000.00 to $12,000.00 I am satisfied and his personal estate will not be sufficient to pay his debts.

Int.4. What real estate did William P. Todd own at the time of his death and state its quantity, quality, location and value?

Ans. First, he owed a farm located on the east side of the State Road in East Princess Anne District, this County, between Princess Anne and Kings Creek. It contains about 200 acres or probably less than that. The front is cleared, tillable land of fair quality, the back of 40 acres of wood land, some of which is now marketable. It is improved by a good, two story, frame dwelling house and a good barn and ought to bring about $8000.00. Our bank has a mortgage against this farm for $7500.00 with interest from November 6th, last.

Second: He owned a small farm near Eden Station, which he got from William E. Johnson and wife, containing about 30 acres, which is also improved by good dwelling house and out buildings. It is practically all cleared and fair quality of land. The location is not desirable and will keep it from bringing as much as it should otherwise bring, our bank has two mortgages against it, one for $1725.00 with interest from June 1st, 1930, and another for $450.00 with interest from Sept.12, 1930. I fear that it will not sell for more than enough to pay these mortgages.

Third: His home place on the west side of Beckford Avenue in Princess Anne, The lot has a front of about sixty feet and depth of about 200 feet and is improved by a good two story, fram dwelling in fair condition of repair and also a garage. This property should bring from $3500.00 to $4000.00. The Bank of Somerset also holds a mortgage against this property for $1000.00 with interest from Sept.28, 1930.

Fourth: He owned a house and lot adjoining his residence on the west side of Beckford Ave., The lot has a front of forty or fifty feet and the same depth as his residence lot. It is improved by a small frame dwelling and rents for $18.00 a month. It ought to bring $1000.00

Court question and answer:

"Nothing more."

Test: Harry C. Dashiell, Exm., Wm. B. Spiva

Plaintiff herewith files with Examiner to be used as evidence in this case certified copies of letters of administration on the estate of William P. Todd, marked Exhibit "B"

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 7th day of April 1931.

Harry C. Dashiell (SEAL)
Examiner in Chancery,

Bill of Costs:

| | |
|---|---|
| Harry C. Dashiell, Examiner | $4.00 |
| J. Arthur Powell, Witness | .75 |
| | $4.75 |

Exhibit No.1 referred in Testimony as follows:

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$38.80 Princess Anne, Md., 6/1/29.

Two (60 days) Months after date, for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Company (a corporation of the State of Delaware) at The Peoples National Bank, Laurel, Delaware, Thirty-eight and 80/100 Dollars, And further, with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made at maturity, And I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere, having authority in law to enter judgments by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder, including therein principal, interest and said Attorney's fees, The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note. And the maker and endorser or endorsers each hereby waives demand, protest and notice of non-payment hereof.

Mrs. Maggie Bounds,

Plaintiff's Exhibit No.2, filed with Examiner, March 28, 1931.

$70.00 Princess Anne, Md., June 1, 1930.

Sixty days after date, for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Co., a corporation of the State of Delaware at The Peoples National Bank, Laurel, Delaware Seventy-00/100 Dollars.

And further with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit in case payment shall not be made at maturity and I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere, having authority in law to enter judgments by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder including therein principal, interest and said Attorney's fees.

The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note.

And the maker or endorser or endorsers each hereby waives demand, protest and notice of non-payment hereof.

Joseph Rueger

Endorsement: W.P. Todd. Irene Rueger

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the foregoing is a true and correct copy of the note filed in the case of Valliant Fertilizer Co., Vs. Joseph Rueger and Irene Rueger the same being No.83 Appearances September Term 1930 in said Court.

In testimony whereof I hereunto subsdribe my name and affix the seal of said Court on this the 28th day of March 1931.

Seal of Court. J. Millard Tawes, Clerk.

Plaintiff's Exhibit No.3, filed with Examiner, March 28, 1931.

$173.15 Oriole, Md., June 2, 1930.

On August 15th, after date for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Company (a corporation of the State of Delaware) at the Peoples National Bank, Laurel, Delaware, one hundred seventy-three & 15/100 Dollars. And further, with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made at maturity And I, or we, or either of us confess judgment to be entered against us of any of us at any time before or after maturity by any Court or official in the State ofMaryland, or elsewhere, having authority in law to enter judgments by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder, including

therein principal, interest and said Attorney's fees. The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note. And the maker and endorser or endorsers each hereby waives demand, protest and notice of non-payment hereof.

E. J. Hall

Ella S. Hall

Plaintiff's Exhibit No.4,

$130.00 Beltsville, Md., April 13, 1930.

Sixty days after date, for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Company, (a corporation of the State of Delaware) at the Peoples National Bank, Laurel, Del., One hundred and thirty dollars. And further with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made at maturity, And I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere, having authority in law to enter judgments by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder, including therein principal, interest and said Attorney's fees. The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note. And the maker and endorser or endorsers each hereby waived demand, protest and notice of non-payment hereof.

Fred D. King

John S. King

Plaintiff's Exhibit No.5,

$324.00 Princess Anne, Md., 7/1/30

Thirty Days after date, for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Company, (a corporation of the State of Delaware) At the Peoples National Bank, Three hundred and twenty-four and no/100 Dollars.

And further, with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made at maturity. And I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere having authority in law to enter judgments by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder, including therein principal, interest and said Attorney's fees. The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note. And the maker and endorser or endorsers each hereby waives demand protest and notice of non-payment hereof.

Joseph W. Noble

J. Alexander Noble

Plaintiff's Exhibit No.6,

$157.02 Princess Anne, Md., May 1, 1930.

Sixty days after date, for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Company (a corporation of the State of Delaware) at The Peoples National Bank, Laurel, Delaware, One Hundred and fifty-seven & 02/100 Dollars.

And further with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made at maturity. And I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere, having authority in law to enter judgments by confession, in favor of the holder hereof at time of said entry for the amount then due hereunder, including therein principal, interest and said Attorney's fees. The bene-

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fit of all exemption law against execution of other writs is hereby waived in favor of any judgment recovered on this note. And the maker and endorser or endorsers each hereby waives demand protest and notice of non-payment hereof.

Test: W.P. Todd

Frank M. his X mark Butler

Plaintiff's Exhibit No.7,

$77.00

Princess Anne, Md., April 3, 1928.

Three months after date for value received we jointly and severally promise to pay to the order of Valliant Fertilizer Company, a corporation of the State of Delaware, at The Peoples National Bank, Laurel, Delaware, Seventy-seven & 00/100 Dollars.

And further with an Attorney's fee of ten per cent upon the amount due hereunder and with costs of suit, in case payment shall not be made at maturity, and I, or we, or either of us confess judgment to be entered against us or any of us at any time before or after maturity by any Court or official in the State of Maryland, or elsewhere, having authority in law to enter judgments by confession, in favor of the holder hereof at time of, said entry for the amount then due hereunder including therein principal, interest and said Attorney's fees.

The benefit of all exemption law against execution or other writs is hereby waived in favor of any judgment recovered on this note.

And the maker and endorser or endorsers each hereby waives demand, protest and notice of non-payment hereof.

J. S. Dennis

Mary E. Dennis

Endorsement: W.P. Todd

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the foregoing is a true and correct copy of the note filed in No.71 Appearances July Term, 1928, the same being in the case of Valliant Fertilizer Co., Vs. John Solon Dennis and Mary E. Dennis, in said Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 28th day of March 1931.

Seal of Court.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 21st day of April, in the year nineteen hundred and thirty-one the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Valliant Fertilizer Company, a corporation, under the laws of the State of Delaware. | ) | No.4296 Chancery |
| | ) | Circuit Court for |
| Vs. | ) | Somerset County, |
| William B. Spiva and Julian A. Todd, Administrators of the estate of William P. Todd, et al., | ) | Maryland. |
| | ) | |

The above Cause standing ready for hearing and having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon this 21st day of April, in the year nineteen hundred and thirty-one, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed, That the property in the proceedings mentioned of which the said William P. Todd died seized, 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 him and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Four Thousand ($4000.00) 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 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 one year from said date, or all cash at the option of the purchaser, the credit portions, if any, to be sedured by the bond of the purchaser with security to the satisfaction of the said Trustee and soon as may be convenient after 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 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 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.

And it is further ordered that the said Trustee at the time of advertising said sale, give notice to all creditors of the said William P. Todd, to file their just claims, duly authenticated, with the Clerk of the Circuit Court for said Somerset County, within sixty days from the date of said sale.

Robt. F. Duer, Judge.

And thereupon the said Geo. 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 & 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 and severally, firmly by these presents, sealed with our seals and dated this twenty-second day of April, nineteen hundred and thirty-one.

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 Valliant Fertilizer Company against Julian A. Todd, et al., now pending in said Court the same being No.4296 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.

Marion R. Propst, Witness:

Geo. H. Myers, (SEAL)
Hartford Accident & Indemnity Company
By Geo. H. Myers, Attorney-in Fact.

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on May 21st, 1931, 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:

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|---|---|---|
| Valliant Fertilizer Company | ) | No.4296 Chancery |
| Vs. | ) | In the Circuit Court |
| Julian A. Todd 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 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 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 Court House door in Princess Anne, Maryland on the nineteenth day of Mary, in the year nineteen hundred and thirty-one, 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 whereon William P. Todd resided, lying and binding on the West side of Beckford Avenue in the town of Princess Anne in said county, adjoining the land of J. Arthur Powell on the North and the parcel of land next hereinafter described on the South, improved by a two-story frame dwelling house and outbuildings, which was conveyed to the said William P. Todd by deed from O. Straughn Lloyd and wife, dated November sixteenth, nineteen hundred and eleven, and recorded among the land records of said Somerset County in Liber No.58,folio 308.

And sold the same to Arthur W. Todd of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of twenty-six hundred and fifty dollars, and the said purchaser has complied with the terms of said sale.

Your Trustee then offered for sale by public auction the property mentioned in said decree and advertisement, as follows:

Second: All that lot of land improved by a two-story frame dwelling house lying and binding on the West side of Beckford Avenue in the town of Princess Anne, adjoining the aforedescribed residence lot of the said Todd, which was conveyed to the said William P. Todd by deed from Fred H. Dewey dated August eighteenth, nineteen hundred and nineteen, and recorded as aforesaid in Liber No.78, folio 561 et seq.,

And sold the same to Edna Porter of said Somerset County, she being then and there the highest bidder therefor, at and for the sum of ten hundred and fifty-one dollars, and the said purchaser has paid the sum of three hundred and fifty-one dollars, thereof in cash and agreed to pay the balance of said purchase price in cash upon the ratification of said sale by this Honorable Court.

Your Trustee then offered for sale by public auction as aforesaid, the property mentioned in said decree and advertisement, as follows:

Third: All that farm containing thirty acres, more or less, located near Eden Station in East Princess Anne Election District, improved by a frame dwelling house and outbuildings, which was conveyed to the said William P. Todd by deed from William E. Johnson and wife, dated November eighth, nineteen hundred and twenty-eight, and recorded among the land records of said Somerset County in Liber No.97, folio 204, subject nevertheless to the lien of two mortgages, one executed to Mary F. Hewes by the said Johnson and wife on February eighteenth, nineteen hundred and twenty-seven, and recorded as aforesaid in Liber No.95, folio 98, held by the Bank of Somerset, on which there is a balance due of seventeen hundred and twenty-five dollars, with interest from

June first, nineteen hundred and thirty, the other mortgage having been executed by the said Johnson and wife to George W. Furniss on September twelfth, nineteen hundred and twenty-seven, and recorded as aforesaid in Liber No.95, folio 272, now held by said Bank of Somerset on which there is a balance due of four hundred and fifty dollars with interest from the twelfth day of September, nineteen hundred and thirty.

And sold the same to the Bank of Somerset, a body corporate of said Somerset County, it being then and there the highest bidder therefor, at the sum of ten dollars, and said purchaser has complied with the term of sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this 22nd day of May nineteen hundred and thirty-one, personally appeared before me, Clerk of the Circuit Court in and for Somerset County aforesaid, personally appeared 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 sales were fairly made.

J. Millard Tawes, J.P.

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

| | | |
|---|---|---|
| Valliant Fertilizer Company | ) | No.4296 Chancery |
| Vs. | ) | In the Circuit Court |
| Julian A. Todd 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 twenty-second day of June 1931, 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 twentieth day of June 1931.

The report states the amount of Sales to be $3711.00.

J. Millard Tawes, Clerk.

And now at this day, to wit on the 24th day of June, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Valliant Fertilizer Company | ) | In the Circuit Court |
| Vs. | ) | In Equity. |
| Julian A. Todd et al., | ) | For Somerset County |
| | ) | May Term, 1931. |
| | ) | |

Ordered by the Court, This 24th day of June, 1931, 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.

For the rest of this case see Chancery Record Liber J.M.L. No 24, folio 260 &c.

Per J. Millard Tawes, Clerk.

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|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. Vs, Minnie B. Smith, Mary B. Wilson and John C.Wilson and John C. Wilson her husband, Bernettie E.Smith, William T. Smith, James H. Smith, Daniel M.Smith, Stanley J. Smith, Edward M. Smith, and Samuel G. Smith. No.4312 Chancery | Be it remembered that heretofore, to wit, on the 5th day of February, in the year nineteen hundred and thirty-one, a certain Farmers Bank of Somerset County, a corporation, by Gordon Tull, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Minnie B. Smith |

Mary B. Wilson and John C. Wilson, her husband, Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith and Samuel G. Smith, which said bill of complaint is in the words following, to wit:

| | |
|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. Vs. Minnie B. Smith, Mary B. Wilson and John C.Wilson her husband, Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith, and Samuel G. Smith. | No.4312 Chancery In the Circuit Court For Somerset County. |

Your Orator, which sues as well for itself as for all other creditors of William T.Smith, deceased, who will come in and contribute to the expense of this suit,complaining, says:

1. That the said William T. Smith was, in his life time indebted unto your Orator, the Farmers Bank of Somerset County, a corporation, in the just and full amount of Four Hundred and Forty-two dollars and Eighty cents ($442.80) on his two judgments one for $208.60 with interest, costs and collection charges, and renewed to the July Term, 1929, and the other for $165.40 with interest and costs and collection charges, making the two aggregate said $442.80 with interest to be calculated from July 15th, 1930, both of which said judgments being old judgment, renewed and kept alive by Sci Fas, and which are hereby filed as parts hereof marked Exhibits A and B

2. That the said William T. Smith, being so indebted as aforesaid unto your orator and also unto divers other persons, and having real estate but no personal property, departed this life intestate March 15th, 1929, and leaving a widow, Minnie B. Smith, and the following children, surviving as his heirs at law, viz:

(a) Minnie B. Smith, widow, of full age and resides in Somerset County.

(b) Mary B. Wilson, who intermarried with John C. Wilson, both of full age and reside in Somerset County.

(c) Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J.Smith Edward M. Smith and Samuel G. Smith seven other of his children who are all minors and reside in Somerset County:

3. That the said William T. Smith left little or no personal property and no administration has ever been granted as there was not enough personal property to pay the expense of administration and consequently he left personal property insufficient to pay his just debts.

4. That the said William T. Smith left two pieces of land in Fairmount District, Somerset County, Md., now adjoining each other as one tract, as follows: About 8 acres of land, more or less, conveyed to said William T. Smith by deed from Edmund J. Davy, et als., in said Fairmount District, beginning at a stone near the N.E. Corner of Salle Smith lot, running in an easterly direction to a stone 12 feet from the centre of a ditch near by, thence in a southerly direction by easterly 12 feet from the centre of said ditch to a stone, thence by and with the road now being made to Halls Creek, thence by and with the creek, to the S.W. Corner of Sallie Smiths lot

where there is a cedar post, thence in an easterly and northerly direction bordering on Sallie Smith's lot to the beginning.

Also about one acre of land, more or less, adjoining the above tract which said Wm. T. Smith inherited as the only surviving heir of his sister, Sallie E. Smith, who died intestate and with no other heir, which lot was deeded to said Sallie by deed from Sallie E. Boggs et als dated April 24th, 1880, and recorded in Liber H.F.L.No.9, folios 354-5 and is situated on east side of Halls Creek beginning at a cedar post on the edge of said Creek thence running Eastwardly to a marked Cedar Tree, thence Southardly to a marked Cedar Tree, thence westerly to a cedar post on the edge of said creek, thence by and with said creek to place of beginning.

5. That your orator is informed and believes and charges that the personal estate left by said Wm. T. Smith, deceased, is not sufficient to discharge all the just debts due and owing by said Wm. T. Smith, at the time of his death, in fact there was no personal property of any amount and therefore no letters of administration have been granted by the Orphans Court, and becuase of the insufficiency of personal estate, the lack thereof should be supplied by a sale of all, or such part as may be necessary, of the real estate as aforesaid left by the said Wm. T. Smith, deceased.

To the end therefore.

(1) That the said real estate of the said William T. Smith, deceased or so much thereof as may be necessary for the purpose, may be sold for the payment of the said indebtedness or so much thereof as may remain unsatisfied by the application of the personal property, if any there be found, and that a decree may be passed appointing a trustee to make sale of said real estate.

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

May it please your Honor to grant unto your orator the writs of subpoena directed to the said Minnie B. Smith, widow, and to the said Mary B. Wilson and John C. Wilson her husband, all of whom are of full age and reside in Somerset County, and also the writs of subpoena directed to the said Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith and Samuel G. Smith, all of whom are minors, and reside in Somerset County, commanding them to be and appear in this Court either 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.,

Gordon Tull,
Solicitor for Complainant.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

In the Circuit Court for Somerset County, July Term, 1930.

| | | | |
|---|---|---|---|
| Farmers Bank | ) | Short Copy of Judgment No.30 Trials | |
| Vs. | ) | Damages | $208.60 |
| William T. Smith, Minnie B. Smith | ) | Costs | 7.00 |
| | ) | Collection fee | 20.86 |
| | ) | Cost on Fiat | 8.75 |
| | | Juggment 27th Feb. 1917. | |

Interest from date, Judgment of Fiat 8th July 1929. William T. Smith, deceased Minnie B.Smith made known. Exemption waived.

Test: J. Millard Tawes, Clerk.

In the Circuit Court for Somerset County July Term, 1930.

| | | | |
|---|---|---|---|
| Farmers Bank | ) | Short Copy of Judgment No.30 Trials | |
| Vs. | ) | Damages | $208.60 |
| Minnie B. Smith | ) | Cost | 7.00 |
| | ) | Cost on Fiat | 8.75 |
| | ) | | |

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Judgment 27th February 1917, Interest from date. Exemption waived. Judgment of Fiat 8th July, 1929.

Test: Geo. W. Lawson, Clerk.

In theCircuit Court for Somerset County, July Term, 1930.

| | |
|---|---|
| Farmers Bank | ) Short copy of Judgment No.13 Trials |
| Vs. | ) Damages $165.40 |
| Wm. T. Smith, Minnie Smith | ) Costs $11.15 |
| | ) Collection fee $16.54 |
| | ) Judgment July 13/25. |
| | Interest from date. |

Test: Gordon Tull, Attorney.

In the Circuit Court for Somerset County, July Term, 1930.

| | |
|---|---|
| Farmers Bank of Somerset,County,a corporation. | ) Short Copy of Judgment No.13 Trials |
| | ) Damages $165.40 |
| Vs. | ) Costs 7.00 |
| William T. Smith, Minnie Smith | ) Collection fee 16.54 |
| | ) Cost of Fiat 8.75 |
| | Judgment 27th January, 1913. |
| | Interest from date. |
| | Judgment of Fiat 13th July 1925. |
| | Exemption waived. |

Test: J. Millard Tawes, 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:

Seal of Court.

The State of Maryland, To Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith, Samuel G. 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 March next to answer the complaint of Farmers Bank of Somerset County, 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 1931.

Issued the 5th day of February Anno Domini 1931.

Per order: J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, to Minnie B. Smith, Mary B. Wilson, John C. Wilson, 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 Farmers Bank of Somerset County 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 1931.

Issued the 5th day of February Anno Domini 1931.

Per Order: J. Millard Tawes, Clerk.

At which said first Monday in March, in the year nineteen hundred and thirty-one, 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 Writ:

Summoned severally and copy left with Minnie B. Smith, mother and acting guardian, so answers,

Luther Daugherty, Sheriff.

To the second of said writs:

Summoned severally,

Luther Daugherty, Sheriff.

And thereafter to wit, on March 18th, 1931, the following Petition Order appointing Guardian Ad Litem and answer of Guardian was filed:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | |
| | ( | No.4312 Chancery |
| Vs. | ) | In the Circuit Court |
| Minnie B. Smith, Mary B. Wilson, and John C. Wilson, her husband, Bernette E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith and Samuel G. Smith. | ) | For Somerset County. |
| | ) | |
| | ) | |

To the Honorable, the Judge of said Court:

The petition of the plaintiff in the above entitled cause respectively represents:

That Bernette E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J.Smith Edward M. Smith, and Samuel G. Smith, seven of the children and heirs at law of said William T. Smith, deceased, have been duly summoned to appear and answer in the above cause, 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 answer for the said infants.

And as in duty bound, etc.,

Gordon Tull,
Plaintiffs Attorney.

Ordered this 17th day of March 1931, by the Circuit Court for Somerset County, in equity, upon the foregoing petition and inspection of the record, that James R. Stewart be, and he is hereby appointed Guardian Ad Litem to appear and answer in this case for said Bernettie E.Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith, and Samuel G. Smith, the infant defendants in the above entitled cause.

Robt. F. Duer, Judge.

The Joint and several answers of Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith, and Samuel G. Smith, infants, by James R. Stewart, Guardian Ad Litem, duly appointed by order of this Court, to the Bill of Complaint of the Farmers Bank of Somerset County, a corporation, etc., against them in this Court exhibited says:

These defendants being infants cannot admit any of the matters and things in the bill alleged, and submit their rights thereunder to the protection of this Court:

And as in duty bound &c.,

James R. Stewart,
Guardian Ad Litem.

And thereafter to wit on March 18th, nineteen hundred and ~~thirty-one~~, the following Petition, Decree Pro Confesso and order to take testimony was filed:

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| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | No.4312 Chancery |
| Vs. | ) | In the Circuit Court |
| Minnie B. Smith, Mary B. Wilson and John C. Wilson, her husband, Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith, and Samuel G. Smith, widow & children of William T. Smith, deceased. | ) | For Somerset County. |
| | ) | |
| | ) | |
| | ) | |

To the Honorable, the Judge of said Court:

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

That all the defendants in this case have been duly summoned to appear to the bill of complaint, and having failed to appear thereto, (excepting the infant defendants who have appeared and answered by Guardian ad litem) altho more than fifteen days from the rule day have gone by, and said defendants, viz: Minnie B. Smith, Mary B. Wilson and John C. Wilson, her husband, are in default:

Your petitioner therefore prays your Honor to pass a decree Pro-confesso as against the said Minnie B. Smith, Mary B. Wilson and John C. Wilson, her husband, defendants, so in default And also permitting plaintiff to take testimony before one of the standing examiners of this Court to sustain the allegations of the standing examiners of this Court to sustain the allegations of the Bill of Complaint.

And as in duty bound, etc.,

Gordon Tull,
Attorney for Complainant.

There of the defendants, viz: Minnie B. Smith, Mary B. Wilson and John C. Wilson, her husband, having been duly summoned to appear to the Bill of Complaint, and having failed to appear either in person or by solicitor, within the time limited by the rules of this Court, and being in default.

It is thereupon this 18th day of March, 1931, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed, that the said bill of complaint be taken pro confesso as against the said Minnie B. Smith, Mary B. Wilson and John C. Wilson, her husband, so in default.

And it is further ordered that leave be granted to the plaintiff 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 10th day of April, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Farmers Bank etc., | ) | |
| | ) | No.4312 Chancery |
| Vs. | ) | In the Circuit Court |
| Minnie B. Smith, 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, April 8th, 1931, I did take the following depositions, that is to say:

Minnie B. Smith, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Minnie B. Smith, age 40 years, residence near Kingston, Md., occupation, farming.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. Yes, I know all the parties. The plaintiff is the one to who I owe the bill and the defendants are myself, Minnie B. Smith and my children, Mary B. Wilson and John C. Wilson, her husband, Bernette E. Smith, William P. Smith, James H. Smith, Daniel M. Smith, Stanley J.Smith, Edward M. Smith and Samuel G. Smith, all of whom are minors except my eldest daughter, Mary B. Wilson and her husband who are of age.

Int.3. Who is William T. Smith. Is he living or dead? If dead, what heirs and what property did he leave, if any, and what bills did he owe?

Ans. William T. Smith was my husband. He died March 15, 1929, intestate. Leaving me as his widow and my children who I have already mentioned as his heirs at law, all of whom reside in Somerset County.

He left two tracts of real estate in Fairmount District, Somerset County, Maryland, adjoining each other and making one property, one piece of about eight acres, conveyed to William R. Smith by deed from Edmund J. Davy and others, dated the 23rd day of June 1891, and recorded in Liber H.F.L.No.9, folio 355, and the other piece of one acre, more or less conveyed to Sallie E. Smith by deed from Sallie E. Boggs et als., dated April 24, 1880, and recorded in Liber H.F. L.No.9, folio 354 etc., Sallie B. Smith being dead and left my husband, William T. Smith, as her only heir at law.

This property is worth about $350.00

My husband owed at the time of his death the following bills, a judgment to the Farmers Bank of Somerset County jointly with myself the amount of which is $442.80 made up of two judgments one for $208.60 with interest costs and collection charges and renewed to the July Term 1929, and the other for $165.40 with interest and costs and collection charges making the two $442.80, with interest from July 15, 1930, both of which said judgment being old judgments re - newed and kept alive by Sci Facias.

Int.4. What personal property if any did William T. Smith leave?

Ans. He left no personal. No administration was granted and if there had been administration there would not have been sufficient personal property to pay the bills.

Court question and answer:

"No Sir."

Test: Harry C. Dashiell,
Examiner.

Minnie B. Smith

Edwin A. Robinson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edwin A. Robinson, age 30 years, residence Marion, Maryland, occupation Cashier of the Farmers Bank of Somerset County.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. Yes, the plaintiff is the Farmers Bank of which I am the Cashier. The defendants are Minnie B. Smith and her children, being the widow and heirs at law of William T. Smith. I do not know all the children by name, but I do know that they are all minors except Mary B. Wilson, and that they all live in Somerset County.

Int.3. What property, if any, did William T. Smith leave when he died and what is its value?

Ans. He left a tract of land located in Fairmount, District Somerset County, Maryland, of about nine acres, more or less, One piece of it consists of eight acres, got by deed from Edmund J. Davy and others, and the other one acre, he got by inheritance as the only heir of Sallie E. Smith who acquired the same by deed from Sallie E. Boggs and others. This land is worth about $350.00

Int.4. What debts if any did William T. Smith owe at the time of his death?

Ans. He and his wife, Minnie Smith, owed the Farmers Bank of Somerset County about

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$442.00 on his two judgments, one for $208.50 with interest costs and collection charges, and renewed to the July term, 1929, and the other for $165.40 with interest, costs and collection charges, making the aggtegate amounts of the two judgments about $442.00 with interest from July 15, 1930, both of which two judgments are hereto attached as Exhibits "A" and "B".

Int.5. What personal property, if any, did he leave?

Ans. None of any amount, and there was no administration on the estate. I know that there was not enough personal property to pay his indebtedness.

Court question and answer:

"Nothing more."

Test: Harry C. Dashiell, Edwin A. Robinson
Exm.,

There being no further witnesses produced to me to be examined, I herewith at the request of the 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 8th day of April, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00

And thereafter to wit, on the 22nd day of April, in the year nineteen hundred and thirty-one the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland Corporation | ) | |
| | ) | No.4312 Chancery |
| Vs. | ) | In the Circuit Court |
| Minnie B. Smith, et als., Widow and heirs at law of W. T. Smith, decd., | ) | For Somerset County |
| | ) | |
| | ) | |

The Bill and Exhibits in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 21st day of April, 1931, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed, that the property in the proceedings mentioned 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 or the Clerk thereof, in the penalty of Eight Hundred Dollars ($800.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises, he shall then proceed to make said sale having given at least three weeks notice by advertisement inserted in such weekly Newspaper 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 portion to bear interest and be secured to the satisfaction of 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 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 Courts 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 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 be

distributed under the direction of the Court, after deducting costs of 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.

And at the time of advertising said sale the trustee is directed to give notice to the creditors of said Wm. T. Smith, decd, to file their claims, with the vouchers thereof with the Clerk of this Court on or before the 30th day of May, next.

Robt. F. Duer, Judge.

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 Isaac Henry Hall 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 Eight Hundred Dollars ($800.00) current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of April, in the year nineteen hundred and thirty-one.

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 the Farmers Bank of Somerset County, against Minnie B. Smith, et als widow and heirs at law of Wm. T. Smith, decd. now pending as No.4312 Chancery 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 shall be void, otherwise to be and remain in full force and virtue in law.

Witness our hands and seals the day and year aforesaid.

| | | |
|---|---|---|
| Test: | Gordon Tull | (SEAL) |
| Anna G. Jones | I. Henry Hall | (SEAL) |
| | Edwin A.Robinson | (SEAL) |

Which said Bond was thus thereon endorsed, to wit:

Trustees Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on 19th day of May, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | |
| Vs. | ) | No.4312 Chancery |
| | ) | |
| Minnie B. Smith, Mary B. Wilson and John C. Wilson, her husband, Bernettie E. Smith, William T. Smith, James H. Smith, Daniel M. Smith, Stanley J. Smith, Edward M. Smith, and Samuel G. Smith, Widow and heirs at law of William T. Smith, deceased. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |
| | ) | |

To the Honorable, the Judge of said Court:

The report of Gordon Tull, trustee, appointed by a decree of this Court, passed in the above entitled cause, dated April 21st, 1931, 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 prerequisites 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

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Somerset News, a weekly newspaper printed and published in Somerset County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court Hourse Door in Princess Anne, Somerset County, Maryland, on Tuesday the 19th day of May, 1931, at the hour of two o'clock P.M. and then and there proceeded to sell said property in manner following that is to say:

Your trustee offered for sale to the highest bidder the property mentioned in said decree, situate, lying and being in Fairmount District, Somerset County, Maryland, composed of about 9 acres of land more or less, composed of two pieces adjoining each other, and composing about 9 acres in one tract, one piece of which was conveyed to said William T. Smith by deed from Edmund Davy and Cadmus Dashiell and wifes, dated the 27th day of June, 1891, and recorded in Liber H.F.L No.9 folio 355 and 356 and begins at a stone on N.E. Corner of Sallie Smith's lot, running in easterly direction to a stone 12 feet from the centre of a ditch, thence in a southerly direction by easterly, 12 feet from the centre of said ditch to a stone, thence by and with the new road to Halls Creek, thence by and with the Creek to the S.W. Corner of said Sallie Smith lot to a cedar post, thence in an easterly and northerly direction, bordering the Sallie Smith lot to the beginning containing 8 acres of land more or less.

Also about one acre of land in addition, making nine acres in all, which one acre adjoins the above and was conveyed to Sallie E. Smith by deed from Sallie E. Boggs et als., dated April 24th, 1880 and recorded in Liber H.F.L.No.9 folios 354-5.

And your trustee aforesaid sold the above described property to Mrs. Charlotta M. Cameron, at and for the sum of Three Hundred and Fifty Dollars (350.00) she being then and there the highest and best bidder therefor, and all the terms of said sale have been complied with.

Respectfully submitted,

Gordon Tull, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of May, in the year nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, thetrustee aforesaid and made oath in due form of law that the matters and things set forth in the above and foregoing report of sale are true as therein set forth and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

Gordon Tull, Solicitor,

Order Nisi.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | |
| | | No.4312 Chancert |
| Vs. | ) | |
| Minnie B. Smith, et als., widow and heirs at law of William T. Smith, deceased. | ) | In the Circuit Court For Somerset County. |

Ordered by the Circuit Court for Somerset County, in equity, that the sale of the property mentioned in these proceedings, made and reported by Gordon Tull, trustee, appointed by decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of June 1931, Provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, once in each of three successive weeks before the 18th day of June, 1931.

The report states the amount of the sale to be $350.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 24th day of June, in the year 1931, 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, A Maryland corporation<br>Vs.<br>Minnie B. Smith, et als., widow and heirs at law of William T. Smith, deceased. | ) | No.4312 Chancery<br>In the Circuit Court<br>For Somerset County. |

Ordered by the Circuit Court for Somerset County, in equity, this 24th day of June 1931, 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 his 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 accordinly done.

Per: H. Millard Landford, Clerk.

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of July, 1924, in favor of the plaintiffs and against the said Anna Henry and Heriod Henry, who is one of the defendants in this suit, a duly certified copy of which said judgment is herewith filed as a part of this bill of complaint, and is marked "Exhibit A".

Second: That the said Anna Henry being so indebted to the plaintiffs and also indebted to divers other persons, died, intestate several years, ago, having personal estate of but little value and that no administration has been granted upon the personal estate of the said Anna Henry, and that said personal estate is not sufficient to pay the debts due and owing by the said Anna Henry at the time of her death.

Third: That the said Anna Henry at the time of her death owned an interest in valuable real estate in Lawsons District, in Somerset County, Maryland, which was conveyed to the said Anna Henry and the said Heriod Henry "as tenants in common," by Edward B. Lankford and wife and William G. Lankford, by deed dated the 30th day of September 1907, recorded among the land records of said county in Liber S.F.D.No.47, folio 260 etc., "to have and to hold unto and to them the said Heriod Henry and Anna Henry, their heirs and assigns forever in fee simple," the said Heriod Henry and Anna Henry being husband and wife, but it not being so alleged in said deed.

Fourth: That the said Anna Henry left surviving her as her only heirs at law, her husband, the said Heriod Henry and Heriod Wardell Henry, her only child.

Fifth: That the said Heriod Henry is of the full age of twenty-one years, and the said Heriod Wardell Henry is an infant under the age of twenty-one years.

Sixth: That there appear upon the records of the Circuit Court for Somerset County, the following judgments:

A judgment of D. W. Perdue Co., Inc., a body corporate of the State of Maryland, with its principal office in Wicomico County, Maryland against the said Heriod Henry and Anna Henry, dated the 5th day of April 1927, for the sum of one hundred and thirteen dollars and seventy-four cents, with interest from the date of judgment, and eleven dollars and thirty-seven cents, collection charges, and seven dollars, costs of judgment.

A Judgment of John Gandy against the said Heriod Henry and others, dated the 3rd day of October, 1921, for the sum of one thousand dollars, with interest from the date of judgment, and seven dollars and fifty cents, costs of judgment.

A judgment of the Farmers Bank of Somerset County, a body corporate of the State of Maryland with its principal office in Somerset County, Maryland, against the said Heriod Henry and Della Henry, dated the 15th day of July, 1927, for the sum of eight hundred and seventy-five dollars, with interest from the date of judgment, and eighty-seven dollars and fifty cents, collection charges, and seven dollars, costs of judgment.

A judgment of S. James Adams and J. Stanley Adams, partners trading as J. Stanley Adams & Co., against the said Heriod Henry, dated the 15th day of June, 1928, for the sum of one hundred and forty-eight dollars and sixty-eight cents, with interest from the date of judgment, fourteen dollars and eighty-six cents, collection charges, and seven dollars, costs of judgment.

A judgment of Charles T. Wickes against the said Heriod Henry, dated the 27th day of September 1929, for the sum of eight hundred and five dollars and fifty-four cents, with interest from the date of judgment, eighty dollars and fifty cents, collection charges, and seven dollars costs of judgment.

A judgment of Charles T. Wickes against the said Heriod Henry, dated the 19th day of February, 1930, for the sum of three hundred and twenty dollars and eighty-six cents, with interest from the date of judgment, thirty-one dollars and seventy cents, collection charges, and seven dollars, costs of judgment.

And that as said judgments appear upon the records of said Court, and have not been released or marked satisfied upon the records, the plaintiffs are informed that the plaintiffs in said judgments are proper parties to this suit.

Seventh: That the said Heriod Henry and Heriod Wardell Henry are non-residents of the State of Maryland, and do not reside therein, and that the said John Gandy, S. James Adams, J. Stanley Adams, and Charles T. Wickes are of full age, and all reside in Somerset County, Maryland.

To the end therefore,

1st. That a decree may be passed for the sale of the said real estate for the payment of the debt of the plaintiffs and of other debts owing by the said Anna Henry at the time of her death.

2nd. 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 the D.W. Perdue Co., Inc., a body corporate, with its principal office in Wicomico County, Maryland, and the writ of the State of Maryland of subpoena directed to the Farmers Bank of Somerset County, a body corporate with its principal office in Somerset County, Maryland, and the writ of the State of Maryland of subpoena directed to the said John Gandy, S. James Adams, and J. Stanley Adams, partners trading as J. Stanley Adams & Co., and Charles T. Wickes, adults, and all residing in Somerset County, Maryland, commanding them and each of them to be and appear in this Court on some certain day in said subpoena to be named, 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 Heriod Henry, adult, and Heriod Wardell Henry, an infant under the age of twenty-one years, who are non-residents of the State of Maryland of the object and substance 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 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 plaintiffs.

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:

Seal of Court. The State of Maryland, To Farmers Bank of Somerset County, John Gandy, S. James Adams, J. Stanley Adams, partners trading as J. Stanley Adams & Co., Charles T. Wickes, 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 W. R. Whittington & Son, 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 1930.

Issued the 22nd day of November, Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To D. W. Perdue Co., Inc., 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 January next to answer the complaint of W. R. Whittington & Son, 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 1930,

Issued the 22nd day of November Anno Domini 1930.

Per Order, Geo. W. Lawson, Clerk.

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At which said first Monday in January, in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, 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:

Summons severally and copy of subpoena left with each defendant copy of subpoena left with Edwin A. Robinson, Cashier of Farmers Bank of Somerset County for defendant corporation.

A. L. Murrell, Sheriff.

And at the same time also the Sheriff of Wicomico County, to whom the second writ is directed also came and made return thereof to the Court here in the words following, to wit:

Summoned D. W. Perdue Company, by servicing a copy of the within subpoena on Dean W. Perdue President of said Company, and a copy on Henry H. Hannah, Vice-President and General Manager of said company.

Ralph C. Duffy, Sheriff.

And thereupon, in pursuance of the prayer of the foregoing bill, and by order of Court here, the following order of publication was filed:

| | | |
|---|---|---|
| W. Rowe Whittington, and R. Brice Whittington, partners trading as W. R. Whittington & Son., | ) | |
| | ) | No.4257 Chancery |
| Vs. | ) | In the Circuit Court |
| Heriod Henry, Heriod Wardell Henry, John Gandy and-others. | ) | For Somerset County. |
| | ) | |

The object of this suit is to procure a decree for the sale of real estate in Somerset County, Maryland, which belonged to Anna Henry, late of said county, deceased for the purpose of paying the claim of the plaintiffs and the claims of other creditors of the said Anna Henry.

The bill states that the said Anna Henry was in her lifetime and at the time of her death indebted to the plaintiffs in the sum of two hundred dollars and thirty-three cents with interest from the 29th day of July, 1928, and seven dollars costs and twenty dollars and three cents collection fee, on a judgment rendered in the Circuit Court for Somerset County, on the 29th day of July 1924, in favor of the plaintiffs and against the said Anna Henry and Heriod Henry, who is one of the defendants, in this suit, that the said Anna Henry being so indebted to the plaintiffs, and also being indebted to other persons, died intestate, several years ago, having personal estate of but little value, and that no administration has been granted upon the personal estate of the said Anna Henry, and that the said personal estate is not sufficient to pay the debts due and owing by the said Anna Henry at the time of her death; that at the time of her death, the said Anna Henry owned an interest in valuable real estate in Lawsons District, in Somerset County, Maryland, which was conveyed to the said Anna Henry and Heriod Henry, her husband, as tenants in common, by Edward B. Lankford and wife, and William G. Lankford by deed dated the 30th day of September 1907, recorded among the land records of said county in Liber S.F.D.No.47, folio 260 etc., that the said Anna Henry left surviving her as her only heirs at law, her husband, the said Heriod Henry, and the said Heriod Wardell Henry, her only child, that the said Heriod Henry is of the full age of twenty-one years, and that the said Heriod Wardell Henry is an infant under the age of twenty-one years, that there appear upon the records of the Circuit Court for Somerset County, a judgment of D.W. Perdue Co., Inc., a corporation against the said Heriod Henry and Anna Henry, dated the 5th April 1927, for the sum of $113.74 with interest from date and costs of judgment and collection fees, a judgment of John Gandy against the said Heriod Henry and others, dated the 3rd October 1921, for the sum of $1000.00 with interest from date and costs of judgment, a judgment of the Farmers Bank of Somerset County, a corporation, against the said Heriod Henry and one Della Henry dated the 15th July 1927, for the

sum of $875.00 with interest from date, and costs of judgment, a judgment of J. Stanley Adams and S. James Adams, partners trading as J. Stanley Adams & Co., dated 15th June 1928, against the said Heriod Henry for the sum of $148.68 with interest from date of Judgment and costs, a judgmentof Charles T. Wickes against the said Heriod Henry dated the 27th day of September, 1929 for the sum of $805.54, with interest and costs, and another judgment of the said Charles T. Wickes against the said Heriod Henry, dated the 19th day of February 1930, for the sum of $320.86 with interest and costs, and that as said judgment appear upon the records of said Court and have not been released or marked satisfied, the plaintiffs in this case are informed that the plaintiffs in said judgments are proper parties to this suit; that the said Heriod Henry and Heriod Wardell Henry are non-residents of the State of Maryland, and do not reside therein.

It is thereupon this 22nd day of November, nineteen hundred and thirty, ordered by the subscriber, Clerk of 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 24th day of December, 1930, give notice to the said Heriod Henry and Heriod Wardell Henry, absent defendants of the object and substance of the bill of complaint, warning them and each of them to be and appear in this Court in person or by solicitor, on or before the 10th day of January 1931, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. W. Lawson,
Clerk of Circuit Court for Somerset County,

And thereafter to wit on January 3rd, 1931, the Answer of defendant, D. W. Perdue Company, Inc., was filed:

| | | |
|---|---|---|
| W. R. Whittington & Son, | ) | No.4257 Chancery |
| Vs. | ) | Circuit Court for |
| Heriod Henry and others. | ) | Somerset County, Maryland. |
| | ) | |

The answer of D. W. Perdue Company, Inc., to the bill of complaint in the above cause against it and others exhibited, respectfully shows:

That this defendant admits the matters and facts set forth in the sixth paragraph of said bill of complaint, to the effect that this defendants holds a judgment of record entered against the said Heriod Henry and Ahba Henry, dated April fifth, nineteen hundred and twenty-seven, for the sum of one hundred and thirteen dollars and seventy-four cents, with interest from said date, eleven dollars and thirty-seven cents collection charges, and seven dollars, costs and this defendant further avers and says that no part of said judgment, interest, charges or costs has been paid and that the whole amount thereof is still due and owing this defendant.

As to the other matters and facts setforth in the sixth paragraph as wll as all the other paragraphs of said bill of complaint, this defendant says that he has known knowledge with respect to said allegations and statements and therefore neither admits nor denies the same but demands full proof thereof.

And as in duty bound,

Geo. H. Myers,
Solicitor for D. W. Perdue Company, Inc.,

And thereafter to wit, on January 27th 1931, the following petition, Order appointing Guardian Ad Litem, and Answer of infant by Guardian, was filed.

| | | |
|---|---|---|
| W. R. Whittington & Son., | ) | |
| Vs. | ) | No.4257 Chancery |
| Heriod Henry, Heriod Wardell Henry and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

To the Honorable, the Circuit Court for Somerset County:

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The petition of the plaintiffs in the above cause respectfully represents:

That the order of publication heretofore passed in this cause, giving notice to Heriod Wardell Henry, a non-resident infant defendant, has been published according to its provisions in the Eastern Shore Republican, a newspaper published in Somerset County, but the said Heriod Wardell Henry 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 plaintiffs therefore pray 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 Plaintiffs.

Upon the foregoing petition and affidavit, it is ordered by the Circuit Court for Somerset County, this day of January, nineteen hundred and thirty-one, that James R. Stewart, be and he is hereby appointed guardian ad litem to appear and answer for Heriod Wardell Henry, infant defendant in the above cause.

Robt. F. Duer,
Judge of said Court.

The answer of Heriod Wardell Henry, 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. R. Whittington & Son, 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 the said bill, and being an infant of tender years he cannot 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.

Petition of Plaintiffs, Decree pro confesso against Farmers Bank of Somerset County, John Gandy, J. Stanley Adams & Co., and Charles T. Wickes, filed January 27th, 1931.

| | | |
|---|---|---|
| W. R. Whittington & Son, | ) | |
| Vs. | ) | No. 4257 Chancery |
| Heriod Henry, Heriod Wardell Henry, John Gandy and others. | ) | In the Circuit Court |
| | ) | 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 the order of publication heretofore passed in this cause has been published according to its provisions in the Eastern Shore Republican, a newspaper published in Somerset County, and that Heriod Wardell, Henry infant defendant mentioned in said order of publication has answered by James R. Stewart, Guardian ad litem appointed by this Court, submitting his rights to the protection of this Court, that Heriod Henry, adult defendant mentioned in said order of publication has not appeared to the bill of complaint within the time limited by said order of publication, that the D. W. Perdue Co., Inc., a body corporate, and a defendant in this cause has been duly summoned and has filed its answer in said cause, that the Farmers Bank of Somerset County, a body corporate, and John Gandy, and S. James Adams and J. Stanley Adams, partners trading as J. Stanley Adams & Co., and Charles T. Wickes, defendants in said cause have been duly summoned but have not appeared or answered within the time limited by law and the rules of this Court.

The Plaintiffs therefore pray that the bill of complaint made be taken pro confesso against

the said Farmers Bank of Somerset County, the said John Gandy, and S. James Adams and J.Stanley Adams, partners trading as J. Stanley Adams & Co., and the said Charles T. Wickes, and that the Court may pass an order to take testimony in said cause.

And as in duty bound etc.,

H. Fillmore Lankford,
Plaintiffs' Attorney.

| | | |
|---|---|---|
| W. R. Whittington & Son., | ) | |
| | ) | No.4257 Chancery, |
| Vs. | ) | |
| Heriod Henry, Heriod Wardell Henry, John Gandy and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

It appearing that the order of publication heretofore passed in this cause has been published according to its provisions in the Eastern Shore Republican, a newspaper published in Somerset County, and that Heriod Wardell Henry, infant defendant mentioned in said order of publication has answered the bill of complaint by James R. Stewart, Guardian ad litem appointed by this Court, and that Heriod Henry, adult defendant mentioned in said order of publication has not appeared in this case within the time limited by said order of publication, and it further appearing that the D. W. Perdue Co., Inc., a body corporate, has been duly summoned and has filed its answer to said bill of complaint, and that the Farmers Bank of Somerset, a body corporate, and John Gandy, S. James Adams and J. Stanley Adams, partners trading as J. Stanley Adams & Co., and Charles T. Wickes, defendants in said cause have been duly summoned but have not appeared or answered said bill of complaint within the time limited by law and the rules of this Court, it is thereupon, ordered, adjudged and decreed by the Circuit Court for Somerset County, in Equity, this 27th day of January, nineteen hundred and thirty-one, that the bill of complaint in this cause, be and the same is hereby taken pro confesso against the said Farmers Bank of Somerset County, the said John Gandy, and the said S. James Adams and J. Stanley Adams, partners trading as J. Stanley Adams & Co., and the said Charles T. Wickes, and it is further ordered that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

Robt. F. Duer,
Judge of said Court.

And afterwards to wit, on the 10th day of April, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| W. R. Whittington & Son, | ) | |
| | ) | No.4257 Chancery |
| Vs. | ) | |
| | ) | In the Circuit Court |
| Heriod Henry 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 Friday, April 10, 1931, I did take the following depositions, that is to say:

R. Brice Whittington, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. R. Brice Whittington, age 36 years, residence Marion Station, Maryland, occupation broker.

Int.2. Do you know the parties to this suit? If yea, how long have you known them and

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where do they reside? State their ages.

Ans. I know the plaintiffs and Heriod Henry, Heriod Wardell Henry, John Gandy, S. James Adams, S. Stanley Adams and Chas. Wickes, D. W. Perdue & Co., and the Farmers Bank of Somerset County are corporations. I am one of the plaintiffs, John Gandy, S. James Adams, Stanley Adams, Chas. T. Wickes and both of the plaintiffs reside in Somerset County, Maryland. Heriod Henry and Heriod Wardell Henry are non-residents of the State of Maryland and reside in the State of Pennsylvania, All of the defendants are of the full age of twenty one years except Heriod Wardell Henry who is a minor under that age.

Int.3. Did you know Anna Henry? If yea, is she living or dead and if dead, when did she die? Did she or not die intestate?

Ans. I did know Anna Henry. She died intestate several years ago.

Int.6. State whether the said Anna Henry left any personal estate and, if so, whether such personal estate is sufficient to pay the debts owing by her at the time of her death and costs of administration?

Ans. She left no personal property of any value and no administration has been granted upon her personal estate. Any personal estate which she left was entirely insufficient to pay the debts due and owing by her.

Int.5. State whether the said Anne Henry owned any real estate in Somerset County? If so, describe it and state its value?

Ans. At the time of her death, Anna Henry owned an undivided half interest in a lot of land in Lawson's District, Somerset County, Maryland, containing 35 acres, more or less, which was conveyed to her and Heriod Henry, her husband, as tenants in common by Edward B. Lankford and wife, and William G. Lankford by deed dated the 30th of September, 1907, and recorded among the land records of Somerset County in Liber S.F.D.No.47, folio 260 etc., and fully described in Exhibit "H" filed in these proceedings. It adjoins the lands of Thos. Long and Wm. L. Whittington and the N.Y.P. & N.R.R. and on the north side of the county road leading from Berry's corner to the railroad. This lot is improved by an old barn and is worth in my opinion, that is, the half interest, between $500.00 and $600.00

Int.6. State who are the heirs at law of the said Anna Henry?

Ans. The only heirs at law are her husband, Heriod Henry and her son, Heriod Wardell Henry defendants in this suit.

Int.7. Look at the copy of judgment of W. R. Whittington & Son Vs. Heriod Henry and Anna Henry, and State what payments if any, have been made thereon (Exhibit "I" shown to witness).

Ans. The only payments made on account of said judgment are the credits endorsed thereon.

Court question and answer:

"Nothing further."

Test: Harry C. Dashiell, Exm., R. Brice Whittington,

Charles H. Cottingham, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Charles H. Collier, age 47 years, residence Lawson District, Somerset County, occupation farming.

Int.2. Do you know the parties to this suit, and if so, how long have you known them and where do they reside? State their ages.

Int.2. I know the plaintiffs and the defendants Heriod Henry, Henry Wardell Henry, John Gandy, S. James Adams, J. Stanley Adams and Charles Wickes. The D. W. Perdue Co., and the Farmers Bank of Somerset County are corporations. The plaintiffs and the defendants, John Gandy, S. James Adams, Stanley Adams and Chas, Wickes reside in Somerset County, Maryland, Heriod Henry and Heriod Wardell Henry are non residents of the State of Maryland and reside in the State of

Pennsylvania. The individual defendants are all of the full age of 21 years, except Heriod Wardell Henry., who is an infant under that age.

Int.3. Did you know Anna Henry? If yea, is she living or dead? and if dead, when did she die and did she or not die intestate?

Ans. I did know Anna Henry. She died intestate several years ago.

Int.4. State whether the said Anna Henry left any personal estate and, if so, is it sufficient to pay the debts due and owing by her at the time of her death and costs of administration and state whether administration has been granted on her personal estate?

Ans. She left no personal estate of any value and no administration has been granted upon her personal estate. Her personal estate was all together insufficient to pay the debts due and owing by her at the time of her death.

Int.5. State whether the said Anna Henry owned any real estate at the time of her death, and if so, describe it and state its value?

Ans. Anna Henry at the time of her death owned an undivided half interest in a lot of land in Lawson's District, Somerset County, Maryland, containing 35 acres, more or less, which was conveyed to her and her husband, Heriod Henry as tenants in common by Edward B. Lankford and wife, and Wm. G. Lankford by deed recorded among the land records of Somerset County, a copy of which marked Exhibit "H" is filed in these proceedings. It adjoins the lands of Thomas Long and Wm. L. Whittington, and is on the north side of the county road leading from Berry's corner to the railroad and also adjoins the rail road property. This lot of land is improved by an old barn and the half interest of Anna Henry therein is worth in my opinion between $500.00 and $600.00.

Int.6. State who are the heirs at law of the said Anna Henry?

Ans. Her only heirs at law are her husband, Heriod Henry, and her son, Heriod Wardell Henry, defendants in this suit.

Court question and answer.

"Nothing further."

Test: Harry C. Dashiell, Exm., Charles H. Cottingham

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 April, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00
Chas. H. Cottingham, Witness etc. 1.39
$5.39

Exhibit "A" referred to in the foregoing Testimony as follows:

| | |
|---|---|
| W. Rowe Whittington & R. Brice Whittington, partners trading as W.R. Whittington & Son., | In the Circuit Court |
| Vs. | For Somerset County, Maryland, |
| Heriod Henry & Anna Henry. | No.50 Appearances, July Term, 1924. |

Sums &c.,

1924 July 29, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $200.33 with interest from date $20.03

Collection fee and cost.
Exemption waived. Plffs cost $7.00

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State of Maryland, Somerset County, to wit:

I, Geo. W. Lawson, Clerk of the Circuit Court for Somerset County, hereby certify that the foregoing is a true and 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 or satisfied in whole or in part.

In testimony whereof I hereto subscribe my name and affix the seal of said Court this 21st day of June, 1930.

Seal of Court. Geo. W. Lawson, Clerk.

Exhibit "B"

| | | |
|---|---|---|
| D. W. Perdue Co., Inc., a body corporate. | ) | No.76 Appearances |
| Vs. | ) | January Term, 1927 |
| Heriod Henry and Anna Henry. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

Sums &c.,

1927 April 5, Totling, narr, agreement note and power filed

" " " Judgment by confession for the sum of $113.74 with interest from date $11.37 Collection fee and costs.

Exemption waived,

Plffs cost $7.00

" " " "

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit D filed April 10th, 1931, as follows:

| | |
|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) No.33 Appearances |
| Vs. | ) July Term, 1927 |
| Heriod Henry and Della Henry. | ) In the Circuit Court |
| | ) For Somerset County |
| | ) Maryland. |

Sums &c,

1927 July 15, Titling, narr, agreement note and power filed.

" " " Judgment by confession for the sum of $875.00 with interest from date $87.50 collection fee and costs.

Exemption waived. Plffs cost $7.00

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "E" filed:

| | |
|---|---|
| J. Stanley Adams and S. James Adams partners trading as J. Stanley Adams & Co., | ) No.73 Appearances |
| Vs. | ) April Term, 1928. |
| Heriod Henry | ) In the Circuit Court |
| | ) For Somerset County, |
| | ) Maryland. |

Sums &c.,

1928 June 15, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $148.68 with interest from date $14.86 Collection fee and costs.

Exemption waived. Plffs Cost $7.00

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment

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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 2nd day of February, 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "F" filed as follows:

| | | |
|---|---|---|
| Charles T. Wickes | ) | No.72 Appearances |
| Vs. | ) | July Term, 1929. |
| Heriod Henry | ) | In the Circuit Court |
| | ) | For Somerset County |
| | | Maryland. |

Sums &c,

1929 Sept.7, Titling, narr agreement note and power filed.

" " " Judgment by confession for the sum of $805.54 with interest from date $80.55 Collection fee and costs.

Exemption waived. Plffs costs $7.00

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "G" filed as follows:

| | | |
|---|---|---|
| Charles T. Wickes | ) | No.103 Appearances |
| Vs. | ) | January Term, 1930 |
| Heriod Henry | ) | In the Circuit Court |
| | ) | For Somerset County |
| | | Maryland. |

Sums &c,

1930 Feb.19, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $320.86 with interest from date $31.70 Collection fee and costs.

Exemption waived. Plffs cost $7.00

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "G" filed as follows:

This deed, made this 30th day of September in the year nineteen hundred and seven by us Edward B. Lankford and Susan J. Lankford his wife, and William G. Lankford of Somerset County in the State of Maryland: Witnesseth that in consideration of the sum of seven hundred dollars in hand paid and hereby receipted for we the said Edward B. Lankford, Susan J. Lankford, his wife, and William G. Lankford do grant, sell and convey unto Heriod Henry and Anna W. Henry of said County and State, as tenants, in common all that lot or parcel of ground situated in Lawson's District, in Somerset County, Maryland, and on the north side of the county road leading from Dr. Berry's corner to the N.Y.P. & N. Railroad and further described as beginning at a post set up on the North side of said County road twenty feet from the line of the land of Ella Stevenson, thence running northward, by and with a private reserved road twenty feet wide along the land of said Ella Stevenson and the land of Thomas Stevenson to a post set up at a ditch called the woods or thicket ditch, thence running eastward by and with said woods or thicket ditch to a post set up by the side of said ditch twenty feet from the right of way of said N.Y.P. & N. Railroad and the westward side of a private reserved road twenty feet wide along the westward of said railroad thence running southward by and the westward side of said private road to a post set up on the north side of said county road and twenty feet from the said N.Y.P & N. Railroad, thence running westward by and with the north side of said county road to the place of beginning containing thirty-five acres of land, more or less, together with the right of drainage, through or by the drains to said farm belonging, and the land hereby conveyed is a part of the William J. Holland farm sometimes called the Hattie Holland farm and the Grantors herein hereby warrant generally the land and premises hereby conveyed, to have and to hold the herein described land and premises unto and to them the said Heriod Henry, and Anna W. Henry their heirs and assigns forever in fee simple.

Witness our hands and seals. Edward B. Lankford (SEAL)

Test: Susan J. Lankford (SEAL)

William G. Lankford (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this day of September in the year nineteen hundred and seven before me, the subscriber a Justice of the Peace of the State of Maryland in and for Somerset County, personally appeared Edward B. Lankford and Susan J. Lankford, his wife, and William G. Lankford and did severally acknowledge the foregoing deed to be their respective act.

T. J. Adams, J.P.

Received for record Oct. 1, 1907, and recorded in Liber S.F.D.No.47, folio 260 &c., one of the land records of Somerset County.

Per: S. Frank Dashiell, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the foregoing Deed is truly and correctly copied from Liber S.F.D.No.47, folio 260 &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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "I" filed as follows:

In the Circuit Court for Somerset County July Term, 1924.

| | | |
|---|---|---|
| | ) | Short copy of Judgment No.50 Appearances |
| | ) | Damages $200.33 |
| W. R. Whittington & Son., | ) | Costs 7.00 |
| Vs. | ) | Collection fee $20.00 |
| Heriod Henry & Anna Henry | ) | Judgment July 29th, 1924. |

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Interest from date, Exemption waived.

Test: W. Jerome Sterling, Clerk.

And thereafter, to wit, on the 25th day of April, in the year nineteen hundred and thirty-one, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| W. R. Whittington & Son., | ) | In Equity in the Circuit |
| Vs. | ) | Court for Somerset County. |
| Heriod Henry and others. | ) | No.4257 Chancery |
| | ) | |
| | ) | |

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

It is thereupon this 25th day of April, in the year nineteen hundred and thirty-one 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 proceeding 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 twelve 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 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 six equal annual installments, 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 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 said sale or sales, the said trustee directed to give notice to the creditors of the said Anna Henry 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.

Robt. F. Duer,
Judge of said Court.

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 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 six 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 our seals and dated this 21st day of May, nineteen hundred and thirty-one.

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. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son against Heriod Henry, Heriod Wardell Henry and others, the same being No. 4257 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 in and 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 said H. Fillmore Lankford has hereto set his hand and seal, and the said Fidelity and Deposit Company of Maryland, a body corporate, has caused these presents to be signed by H. Fillmore Lankford, its attorney in fact and its corporate seal to be affixed hereto by him, per power of attorney recorded in the office of the Clerk of the Circuit Court for Somerset County, in Liber W.J.S.No.91, folio 35 etc.,

H. Fillmore Lankford (SEAL)

Witness:

Henry M. Lankford

Corporate Seal.

Fidelity and Deposit Company of Maryland

a body corporate by H. Fillmore Lankford its attorney in fact per power of attorney recorded in office of Clerk of Circuit Court for Somerset County in Liber W.J.S.No.91, folio 35 &c.,

Which said bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on May 25th, 1931, 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. R. Whittington & Son., | ) | |
| Vs. | ) | No.4257 Chancery |
| Heriod Henry, Heriod Wardell Henry and others. | ) | In the Circuit Court |
| | ) | 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 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 handbills posted at the Court House door in said county, he did, in pursuance of said notice attend in front of the office of W. R. Whittington & Son, in the village of Marion, in Somerset County, Maryland, on Saturday the 23rd day of May, 1931, at the hour of 2.00 o'clock P.M., and then and there proceeded to sell said real estate at public auction as follows:

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He offered the undivided one-half interest of the late Anna Henry in and to all that lot or parcel of land, in Lawson's District, in Somerset County, Maryland, containing thirty-five acres, more or less, which said lot or parcel of land was conveyed to the said Anna Henry and Heriod Henry, her husband, as tenants in common by Edward B. Lankford and wife and William G. Lankford by deed dated the 30th day of September 1907, recorded among the land records of said county in Liber S.F.D.No.47, folio 260 etc., lying on the north side of the county road leading from Berry's corner to the New York, Philadelphia and Norfolk Railroad, and adjoining the lands of Thomas Long and William L. Whittington, improved by a barn, and sold the same to the Farmers Bank of Somerset County, a body corporate, it being then and there the highest bidder, therefor at and for the sum of five hundred and sixty dollars, and the said purchaser has complied with the terms of sale by paying said purchase money in cash.

And the said trustee bring into the Court the fund on said sale, 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 25th day of May, nineteen hundred and thirty-one, 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 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 waw fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| W. R. Whittington & Son., | ) | |
| | ) | No.4257 Chancery |
| Vs. | ) | |
| | ) | In the Circuit Court |
| Heriod Henry, Heriod Wardell Henry and others. | ) | For Somerset County. |
| | ) | |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 25th day of May, nineteen hundred and thirty-one, 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 day of June 1931, 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 June, 1931.

The report states the amount of sales to be five hundred and sixty dollars

J. Millard Tawes, Clerk.

And npw at this day, to wit on the _____day of June, in the year nineteen hundred and thirty-one, came again into Court here the said complainant, by his solicitor aforesaid and on motion of the said complainant, by his solicitor, aforesaid, the Couer here passed the following order to wit:

| | | |
|---|---|---|
| W. R. Whittington & Son., | ) | |
| | ) | No.4257 Chancery |
| Vs. | ) | |
| | ) | In the Circuit Court |
| Heriod Henry, Heriod Wardell Henry 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 con-

trary having been shown, it is this day of June, nineteen hundred and thirty-one, 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,

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.

Test: J. Millard Lawes, Clerk.

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Samuel J. Adams
Vs.
Amelia Whittington, Maggie Borden
and others.
No.4295 Chancery

) Be it remembered that heretofore, to wit, on the 12th day of December, in the year nineteen hundred and thirty, a certain Samuel J. Adams by H. Fillmore Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Amelia Whittington, Maggie Borden and John Borden, her husband, and W. Rowe Whittington, which said bill of complaint is in the words following, to wit:

In the Circuit Court for Somerset County, in Equity:

Samuel J. Adams
Vs.
Amelia Whittington, Maggie Borden and John Borden, her husband and W. Rowe Whittington.

---

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

The plaintiff, Samuel J. Adams, who sues as well for himself as for all other creditors of George S. Whittington, late of Somerset County, Maryland, who will come in and contribute to the expenses of this suit, complaining, says:

1st. That the said George S. Whittington, was in his lifetime and at the time of his death indebted to the plaintiff on a judgment rendered in the Circuit Court for Somerset County on the 7th day of July 1922, in favor of the plaintiff and J. Stanley Adams, partners trading as J. Stanley Adams & Co., against the said George S. Whittington and the defendant, Amelia Whittington, for the sum of one hundred and eighty-six dollars and seventy-seven cents, bearing interest from date, and seven dollars, costs of judgment and eighteen dollars and sixty-seven cents, collection fee, that the entire principal of said debt is unpaid, and a large part of the interest thereon, and that on the 7th day of January 1929, the said J. Stanley Adams assigned to the plaintiff all his interest in said judgment.

2nd. That the said George S. Whittington being so indebted to the plaintiff and also being indebted to other persons, died intestate in the present year, having personal estate of but little value, and that no administration has been granted upon said personal estate, and that said personal estate is not sufficient to pay the debts owing by the said George S.Whittington at the time of his death and costs of administration.

3rd. That at the time of his death, the said George S. Whittington owned valuable real

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estate in Brinkleys District in Somerset County, Maryland, containing five acres more or less, with the improvements thereon, which was conveyed to him by Isaac H. Coulbourn and Jennie M. Coulbourn his wife, by deed the 10th day of March 1913, recorded among the land records of said county in Liber S.F.D.No.62, folio 380 etc,

4th. That the said George S. Whittington left surviving him as his only heirs at law, his widow, Amelia Whittington, and his daughter Maggie Borden, who intermarried with the defendant John Borden.

5th. That there appears upon the records of the Circuit Court for Somerset County, a judgment against the said George S. Whittington and Maggie Borden and John Borden, in favor of W. Rowe Whittington, dated the 13th day of June, 1929, for the sum of two hundred and sixty-five dollars, with interest from date, and twenty-six dollars and fifty cents, collection charges and seven dollars, costs of judgment, and as as said judgment appears upon the records of said Court, and has not been released or marked satisfied upon the record, that the said W. Rowe Whittington is a proper party to this suit.

6th. That the said Amelia Whittington, Maggie Borden, John Borden and W. Rowe Whittington are all of the full age of twenty-one years and all reside in Somerset County, Maryland.

To the end therefore,

First: That a decree may be passed for the sale of said real estate for the payment of the debt of the plaintiff and other debts owing by the said George S. Whittington.

Second: That the plaintiff may have such other and further relief as his 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 Amelia Whittington, Maggie Borden and John Borden, her husband and W. Rowe Whittington, all residing in Somerset County, Maryland, commanding them and each of them to be and appear in the Court, in person or by solicitor, 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.,

H. Fillmore Lankford,
Solicitor for Plaintiff.

At which said first Monday in January in the year nineteen hundred and thirty, 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:

Seal of Court.

The State of Maryland To Amelia Whittington, Maggie Borden, John Borden W. Rowe Whittington 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 Samuel J. Adams 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 1930.

Issued the 12th day of December, Anno Domini 1930.

Per Order, J.Millard Tawes, Clerk.

Return of said subpoena as follows:

Summoned severally all the within named defendant and a copy of subpoena left with each of said defendants,

Luther Daugherty, Sheriff.

And thereafter to wit on January 26th, 1931, a Petition of Plaintiff, Decree pro confesso and order to take testimony was filed:

| | | |
|---|---|---|
| Samuel J. Adams | ) | |
| | ) | No.4295 Chancery |
| Vs. | ) | In the Circuit Court |
| Amelia Whittington, Maggie Borden 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 represents:

That Amerlia Whittington, Maggie Borden, John Borden and W. Rowe Whittington, the defendants in the above entitled cause were summoned to the First Monday in January, 1931, but have failed to appear or to answer the bill of complaint, within the time limited by law and the rules of this Court.

The plaintiff therefore prays that the bill of complaint may be taken pro confesso against all of said defendants and that the Court may pass an order to take testimony in said cause.

And in duty bound etc.,

H. Fillmore Lankford,
Plaintiff's Solicitor.

It appearing that Amelia Whittington, Maggie Borden, John Borden and W. Rowe Whittington being all the defendants in the above entitled cause have been duly summoned, but have failed to appear or answer the bill of complaint within the time limited by law and the rules of this Court, it is thereupon this 26th day of January, nineteen hundred and thirty-one, 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 Amelia Whittington, Maggie Borden, John Borden and W. Rowe Whittington 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 of said Court.

And afterwards, to wit, on the 10th day of April, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Samuel J. Adams | ) | |
| Vs. | ) | No.4295 Chancery |
| Amelia Whittington et als., | ) | In the Circuit Court |
| | ) | 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 March 26th,1931, I did take the following depositions, that is to say:

W. Rowe Whittington, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. W. Rowe Whittington, age 62 years, residence Marion Station, Maryland, occupation broker.

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 the parties to this suit. I am one of the defendants They are all of the full age of 21 years and all reside in Somerset County, Maryland.

Int.3. Did you know George S. Whittington? If yea, is he living or dead and if dead, when did he die and did he or not die intestate?

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Ans. I knew George S. Whittington ? He died some time in the year 1930, intestate

Int. 4. State whether or not the said George S. Whittington left any personal estate and whether such personal estate is sufficient to pay his debts owing by him at the time of his death and whether any administration has been granted upon his personal estate.

Ans. His personal estate was very small and all together insufficient to pay the debts due and owing by him at the time of his death and costs of administration and was so small that no administration has ever been asked for or granted upon his estate.

Int.5. State what real estate the said George S. Whittington owned at the time of his death?

Ans. At the time of his death, George S. Whittington owned a lot of land in Brinkley's District, Somerset County, Maryland, containing 5 acres, more or less, which was conveyed to him by Isaac H. Coulbourne and Jennie E. Coulbourne his wife by deed dated the 10th day of March 1913, and recorded among the land records of said County in Liber S.F.D.No.62, folio 380. This lot of land is improved by a two story, frame dwelling house and in my opinion is worth about $1000.00.

Int.6. State who are the heirs at law of the said George S. Whittington?

Ans. The only heirs at law of the said George S. Whittington are his widow, Amelia Whittington and his daughter, Maggie Borden, who intermarried with the defendant, John Borden.

Court question an d answer:

I am one of the creditors of George S. Whittington on a judgment rendered against him and John Borden and Maggie Borden for the sum of $265.00 upon which some payments have been made. He was also indebted to Samuel S. Adams, the plaintiff in this suit, on a judgment rendered against him and Amelia Whittington for the sum of $186.75 a copy of which is filed in this proceedings and is marked Exhibit "A."

I do not know how much is due upon this judgment.

Test: W. Rowe Whittington

Harry C. Dashiell, Exm.,

The taking of t estimony was continued on April 10, 1931.

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

Ans. J. Stanley Adams, age 44 years, residence Marion Station, Md., occupation, merchant.

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. They are all of full age and reside in Somerset County. I have known all of them many years.

Int.3. Did you know George S. Whittington, If yea, is he living or dead? If dead when did he die and did he or not die intestate?

Ans. I knew George S. Whittington. He died some time in the year 1930, intestate.

Int.4. State who are his heirs at law?

Ans. His only heirs at law are his widow, Amelia Whittington, and his daughter, Maggie Borden who intermarried with the defendant, John Borden.

Int.5. State whether or not the said George S. Whittington left any personal estate and whether any administration has been granted upon such personal estate and whether such personal estate is sufficient to pay the debts due and owing by him at the time of his death and costs of administration?

Ans. He left very little personal e state, so small in fact that no administration has ever been granted on his estate. Such personal estate is not sufficient to pay the debts owing by him at the time of his death.

Int.6. State whether or not the said George S. Whittington owned any real estate at the time of his death and if so, describe it and state its value?

Ans. He owned a small lot of land in Brinkley's District, Somerset County, containing five acres, more or less, which was conveyed to him by Isaac H. Coulbourne and wife by deed dated about the 10th of March, 1913. This property is improved by a frame dwelling house and small barn. It adjoins the land of Garfield Cottman on the north, private road on the east, Ean Miles on the south and Parker Tull on the west. In my opinion this property is worth from $800.00 to $1000.00.

Int.6. Look at the paper marked Exhibit "A" and state if you can what is the amount due thereon?

Ans. On the 18th day of December 1930, the amount due thereon was $228.48 with interest from that day.

Int.7. What do you know about other debts due by George S. Whittington?

Ans. He was indebted unto W. Rowe Whittington on a judgment a copy of which is filed in these proceedings marked Exhibit "B"

Court question and answer:

"I know nothing further."

Test: Harry C. Dashiell, Exm., J. Stanley Adams

There being no further witnesses produced to me to be examined, I herewith at the request of the 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 April 1931.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $ 4.00

"Exhibit "A" referred to in the foregoing testimony as follows:

| | | |
|---|---|---|
| J. Stanley Adams, & Samuel J. Adams partners trading as J. Stanley Adams & Co., use of Samual J. Adams per assignment dated January 7th, 1929 and filed Dec.12th, 1930. | ) | No.76 Appearances |
| | ) | April Term, 1922 |
| Vs. | ) | In the Circuit Court |
| George S. Whittington and Amelia Whittington. | ) | For Somerset County |
| | ) | Maryland. |

Sums &c.,

1922 July 7, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $186.77 with interest from date $18.67

Collection fee and costs.

Exemption waived. Plffs costs $7.00

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the foregoing is a true and correct copy of the judgment and docket entries in the above entitled case in this Court.

I further certify that there is no entry nor proceeding to show that the above judgment has 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 12th day of December 1930.

Seal of Court. J. Millard Tawes, Clerk

Exhibit "B" referred to the testimony as follows:

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| | | |
|---|---|---|
| J. Rowe Whittington | ) | |
| Vs. | ) | No.65 Appearances |
| John Borden, Maggie Borden and George S. Whittington. | ) | April Term, 1929. |
| | ) | In the Circuit Court |
| | ) | For Somerset County |
| | ) | Maryland. |

Sums &c.,

1929 June 13, Titling, narr, agreement note and power filed.

" " " Judgment by confession for the sum of $265.00 with interest from date $26.50 Collection fee and costs.

Exemption waived. Plffs Costs $7.00

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

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, 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 above judgment 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 3rd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

And thereafter to wit: on the 25th day of April, in the year nineteen hundred and thirty-one the Circuit Court here passed the following decree in the premises to wit:

| | | |
|---|---|---|
| Samuel J. Adams | ) | |
| Vs. | ) | In Equity in the Circuit Court |
| Amelia Whittington and others. | ) | For Somerset County, |
| | ) | No.4295 Chancery. |
| | ) | |

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

It is thereupon this 25th day of April, in the year nineteen hundred and thirty-one 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 proceeding 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 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-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 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 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 S. Whittington 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.

Robt. F. Duer,
Judge of said Court.

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 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, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 21st day of May, nineteen hundred and thirty-one

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 Samuel J. Adams against Amelia Whittington, Maggie Borden and others, the same being No.4295 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 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 H. Fillmore Lankford has hereto set his hand and seal, and the said Fidelity and Deposit Company of Maryland, a body corporate, has caused these presents to be signed by H. Fillmore Lankford, its attorney in fact and its corporate seal to be affixed hereto by him, per power of attorney recorded in the office of the Clerk of the Circuit Court for Somerset County, in Liber W.J.S.No.91, folio 35 etc.,

Witness: H. Fillmore Lankford (SEAL)

Henry M. Lankford

Corporate Seal.

Fidelity and Deposit Company of Maryland a body corporate by H.Fillmore Lankford, its attorney in fact per power of Attorney recorded in the office of Clerk of Circuit Court for Somerset County in Liber W.J.S.No.91, folio 35.

Which said bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved.

J. Millard Tawes, Clerk.

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And thereafter to wit, on May 25th, 1931, 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:

| | | |
|---|---|---|
| Samuel J. Adams | ) | No.4295 Chancery |
| Vs. | ) | In the Circuit Court |
| Amelia Whittington, Maggie Borden 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 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 handbills posted at the Court House door in said County, he did in pursuance of said notice attend in front of the office of W. R. Whittington & Son, in village of Marion, in Somerset County, Maryland, on Saturday, he 23rd day of May, 1931, at or about the hour of 2.30 o'clock P.M., and then and there proceeded to sell said real estate at public auction as follows:

He offered all that lot of land in Brinkley's District, in Somerset County, Maryland, containing five acres, more or less, which was conveyed to George S. Whittington, now deceased, by Isaac H. Coulbourn and Jennie E. Coulbourne, his wife, by deed dated the 10th day of March, 1913 recorded among the land records of said county in Liber S.F.D.No.62, folio 380 etc, adjoining the lands of Eunice Miles and Harding P. Tull, together with the right of way in said deed mentioned, improved by a frame dwelling house and a small barn, and sold the same to R. Brice Whittington, he being then and there the highest bidder, therefor at and for the sum of three hundred 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 fund arising on said sale, 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 25th day of May, nineteen hundred and thirty-one, 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 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.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Samuel J. Adams | ) | No.4295 Chancery |
| Vs. | ) | In the Circuit Court |
| Amelia Whittington, Maggie Borden and others. | ) | For Somerset County. |
| | ) | |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 25th day of May, nineteen hundred and thirty-one, 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 25th day of June, 1931, 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 June, 1931

The report states the amount of sales to be three hundred dollars.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 30th day of June, in the year nineteen hundred and thirty 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:

| | | |
|---|---|---|
| Samuel J. Adams, | ) | |
| | ) | No.4295 Chancery |
| Vs. | ) | In the Circuit Court |
| Amelia Whittington, Maggie Borden 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 30th day of June, nineteen hundred and thirty-one, 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,

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

Per: J. Millard Tawes, Clerk.

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No.4344 Chancery.
H. Fillmore Lankford, Ex Parte.
Trust created by mortgage from John H. Jones and Henrietta Jones, his wife, to Eliza P. Ruhl.

Be it remembered that heretofore to wit, on the 29th day of June, 1931, a certain H. Fillmore Lankford of Somerset County and State of Maryland in his proper person exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Eliza P. Ruhl by a certain John H. Jones and wife of Somerset County and State of Maryland, which said mortgage is in the words following to wit:

THIS MORTGAGE, Made this 23rd day of September, in the year nineteen hundred and twenty, by John H. Jones and Henrietta Jones, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said John H. Jones is indebted to Eliza P. Ruhl, in the sum of Five Hundred Dollars for the balance of purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said John and Henrietta for s aid sum of five hundred dollars, dated evenly herewith, payable to the said Eliza P. Ruhl on the 1st day of August 1922, nineteen hundred and twenty-two, with interest from the 1st day of August, 1920, nineteen hundred and twenty, payable annually from the 1st day of August 1920, 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 John H. Jones and Henrietta Jones, his wife, do grant and convey unto the said Eliza P. Ruhl, her heirs and assigns, all that lot or parcel of land in West Princess Anne District, Somerset County, Maryland, containing one and eighty-tenths acres, more or less, which was conveyed to the said John H. Jones by the said Eliza P. Ruhl and Howard T. Ruhl, her husband, and Sarah G. Dashiell by deed dated the fourth day of September, 1920, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, being a part only of the land which was conveyed to the said Eliza P. Ruhl by Francis H. Dashiell by deed dated the 31st day of August 1906, recorded among the land records of said county in Liber W.J.S.No.71, folio 141 etc, to which said deeds and the references in said deeds 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 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 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 John H. Jones and Henrietta Jones 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, 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 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 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 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 existence 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 effected 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 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.

Witness the hands and seals of said mortgagors.

Test: John H. Jones (SEAL)

J. Frank Miles Henrietta Jones (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of September, in the year nineteen hundred and twenty before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared John H. Jones, and Henrietta Jones, 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 Eliza P. Ruhl, mortgagee in said mortgage and that he is authorized to make this affidavit.

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J. Frank Miles, J.P.

Received for record September 23rd, 1920 and recorded in Liber W.J.S.No.82, folio 156, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Bill Obligatory filed with said Mortgage:

$500.00 September 23rd, 1920.

Secured by mortgage of even date herewith and for value received, On the 1st day of August 1922, we promise to pay to the order of Eliza P. Ruhl, Five Hundred Dollars (part of purchase money for property conveyed by said mortgage), with interest from 1st day of August 1920, payable annually from 1st day of August 1920, and we hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness our hands and seals:

Witness: John H. Jones (SEAL)

J. Frank Miles Henrietta Jones (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 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, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of June, nineteen hundred and thirty-one.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from John H. Jones and Henrietta Jones, his wife, to Eliza P. Ruhl, dated the 23rd day of September, 1920, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.82, folio 156 etc, is authorized upon default in the terms and covenants of said mortgage to sell the real estate in said mortgage mentioned and conveyed, and whereas default has occurred in the terms and covenants of said mortgage, and whereas the said H.Fillmore Lankford by virtue of the power and authority contained in said mortgage and as the attorney named in said mortgage, is about to exercise the power of sale contained in said mortgage, by a sale of the mortgaged real estate, lying and being in Somerset County, Maryland.

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 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 said H. Fillmore Lankford has hereto set his hand and seal, and the said Fidelity and Deposit Company of Maryland, a body corporate, has caused these presents to be signed by H. Fillmore Lankford, its attorney in fact, and its corporate seal to be affixed hereto by him, per power of attorney recorded in the office of the Clerk of the Circuit Court in Liber W.J.S.No.91, folio 351 etc.,

H. Fillmore Lankford (SEAL)

Corporate Seal.

Witness:

James R. Stewart.

Fidelity and Deposit Company of Maryland, a body corporate by H. Fillmore Lankford its attorney in fact per power of attorney recorded among the records of Somerset County in Liber W.J.S.No.91, folio 351 &c.,

Which said bond was thus thereon endorsed, to wit:

The within bond and surety are hereby approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 1st day of July, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| | ) | No.4344 Chancery |
| | ) | In the Circuit Court |
| H. Fillmore Lankford, Ex parte. | ) | For Somerset County, Maryland. |
| | ) | Trust created by mortgage from |
| | ) | John H. Jones and wife to Eliza |
| | ) | P. Ruhl. |

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from John H. Jones and Henrietta Jones, his wife, to Eliza P. Ruhl, dated the 23rd day of September, 1920, recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 156 etc, respectfully represents:

That after default had occurred in the covenants and conditions of said mortgage, and after having filed in this Court a bond with approved security, conditioned for the faithful performance of the trust reposed in him by said mortgage, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the "Eastern Shore Republican," a weekly newspaper printed in said county and by handbill 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 in Somerset County, Maryland, on Tuesday, the 30th day of June, 1931 at or about the hour of two 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 District, Somerset County, Maryland, containing one and four-fifths acres, more or less, lying on the south side of the street or road leading to the old steamboat wharf on the Manokin River adjoining the lands of George P. Miller, and being the same and all the land which was conveyed to the said John H. Jones by the said Eliza P. Ruhl and Howard T. Ruhl, her husband, and Sarah G. Dashiell, by deed dated the 4th day of September 1920, recorded among said records in Liber W.J.S.No.81, folio 293 etc, fully described by courses and distances in said deed, and improved by a two story frame dwelling house, and sold the same to George P. Miller, he being then and there the highest bidder therefor, at and for the sum of seven hundred and twenty-five dollars, and the said purchaser has complied with the terms of sale by paying said purchase money in cash.

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 respectful submitted.

H. Fillmore Lankford,
Attorney named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 1st day of July, nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H.Fillmore Lankford, the Attorney named in the proceedings in this cause 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.

J. Millard Tawes,
Clerk of the Circuit Court for Somerset County.

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

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|---|---|
| | ) No.4344 Chancery |
| H. Fillmore Lankford, Ex parte. | ) In the Circuit Court |
| | ) For Somerset County, Maryland. |
| | ) Trust created by mortgage from John |
| | ) H. Jones and Henrietta Jones, his |
| | ) wife, to Eliza P. Ruhl. |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 1st day of July, nineteen hundred and thirty-one, that the report of H. Fillmore Lankford the Attorney 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 31st day of July 1931, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 29th day of July 1931.

The report states the amount of sale to be seven hundred and twenty-five dollars.

J. Millard Tawes,
Clerk of the Circuit Court for Somerset County.

And now at this day to wit, on the 1st day of August, in the year nineteen hundred and thirty-one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee by his solicitor aforesaid, the Court here passed the following order, to wit:

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|---|---|
| | ) No.4344 Chancery |
| | ) In the Circuit Court |
| H. Fillmore Lankford, | ) For Somerset County, Maryland. |
| Ex parte. | ) Trust created by mortgage from |
| | ) John H. Jones and Henrietta Jones, |
| | ) his wife, to Eliza P. Ruhl. |
| | ) |
| | ) |

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 by cause to the contrary having been shown, is this 1st day of August, nineteen hundred and thirty-one, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, Attorney, and the sale of real estate by him reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey,
Judge of said Court.

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. Millard Tawes ,Clerk.

| | |
|---|---|
| In the Matter of the Tax Sale of Real estate in Deals Island District, Somerset County, Maryland, assessed to Crisfield Armstrong, for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County, for said years.<br><br>No.4207 Chancery. | Be it remembered that heretofore, to wit, on the 10th day of January in the year Nineteen Hundred and thirty-one, a certain Harry T.Phoebus Collector of State and County Taxes for the Deals Island District Somerset County for the years 1927 and 1928 by |

Edgar A. Jones, 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:

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|---|---|
| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Crisfield Armstrong, for the years 1927 and 1928 made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County for said years.<br><br>William J. Tankersley, Purchaser,<br><br>Ex parte. | No.4207 Chancery<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

To the Honorable, the Judge of said Court:

The report of Harry T. Phoebus, Treasurer of Somerset County and Collector of State and County taxes for said county, respectfully represents:

That on the thirtieth day of June in the year nineteen hundred and twenty-seven, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said county and that sixty days after said levy, I, the said Harry T.Phoebus, in pursuance of my duties 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 said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment 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 said levy the said County Commissioners did levy upon the property assessed to Crisfield Armstrong in Deals Island Election District, County and State aforesaid, the sum of seven dollars and forty-one cents, County taxes, and the sum of one dollar and three cents, State taxes, and that said taxes were over-due and in such arrears on the first day of January, nineteen hundred and twenty-eight.

That in the month of August, nineteen hundred and twenty-seven, I, the said Harry T.Phoebus Treasurer and Collector aforesaid for said year, 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, in the "Marylander and Herald," published in Princess Anne, Maryland, and in the "Crisfield Times," published in Crisfield in said County, and I, the said Harry T. Phoebus, County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence of Post Office address was known as 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 interest to

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be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding notice, with interest thereon, said taxes would be collected by process of law.

That on the twenty-ninth day of June in the year nineteen hundred and twenty-eight, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said County, and that sixty days after said levy, I, the said Harry T.Phoebus, in pursuance of my duties 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 said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment 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 said levy the said County Commissioners did levy upon the property assessed to Crisfield Armstrong in Deals Island Election District, County and State aforesaid the sum of six dollars and ninety-four cents, County taxes, and the sum of ninety-seven cents State Taxes and that said taxes were over due and in arrears on the first day of January nineteen hundred and twenty-nine.

That in the month of August, nineteen hundred and twenty-eight, I, the said Harry T.Phoebus Treasurer and Collector aforesaid for said year, 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, in the "Marylander and Herald," published in Princess Anne, and in the "Eastern Shore Republican," published in Princess Anne, in said County, and I, the said Harry T. Phoebus, County Treasurer and Collector aforesaid, prepared in tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or Post Office address was known as 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 interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law.

That said State and County taxes for the said years 1927 and 1928 being still due and in arrears, constituted a lien upon the real estate of the said Crisfield Armstrong in said Deals Island Election District in said Somerset County, and I, the said Harry T. Phoebus, Treasurer and Collector aforesaid for said years, having found it necessary to enforce the payment of said taxes for said years 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 "Eastern Shore Republican" a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne in said County, giving notice of the time, place, and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Harry T. Phoebus County Treasurer and Collector aforesaid, in pursuance of said notice and advertisement, did on Thursday the second day of January, nineteen hundred and thirty, 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 Crisfield Armstrong, in said Deals Island District, for said years, described as follows:

"All that lot in Deals Island District, said County and State, containing ¼ acre, more or less, with the improvements, adjoining the lands of N.W. Webster and M. Dashiell, and assessed to Crisfield Armstrong for 1927 and 1928."

And sold the same to William J. Tankersley of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of twenty-one dollars and seventy-nine cents, 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 Harry T. Phoebus, County Treasurer and Collector aforesaid do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Harry T. Phoebus,
County Treasurer and Collector of State
and County taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 9th day of January, nineteen hundred and thirty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry T. Phoebus, County Treasurer and Collector of State and County taxes for Somerset County, Maryland, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof I have hereunto set my hand.

Edgar A. Jones,
Justice of the Peace.

Exhibit "A" referred to in the foregoing report as follows:

Treasurer's Sale

For 1926 Taxes.

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 Thursday, January 2nd, 1930, 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 said land for the years mentioned therein, 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,

.....

"All that lot in Deals Island District, said County and State, containing ¼ acres, more or less, with the improvements, adjoining the lands of N.W. Webster and M. Dashiell and assessed to Crisfield Armstrong for 1927 and 1928."

Harry T. Phoebus,
County Treasurer for Somerset County

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

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| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Crisfield Armstrong, for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County for said years. | ) ) ) ) ) | No.4207 Chancery<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

Whereas a certain Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as County Treasurer and Collector as afore said to William J. Tankersley of all that lot of land and improvements in Deals Island District, Somerset County, Maryland, containing ¼ acre, more or less, on the County road, adjoining the lands of N.W. Webster and M. Dashiell, assessed to Crisfield Armstrong for the years 1927 and 1928, and sold for the payment

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of State and County taxes due and in arrears for said years, togehter with all the proceedings in relation to said sale, and, whereas upon careful examination it appears to the Court that the proceedings are regular and that the provisions of the law in relation thereto have been complied with.

It is thereupon this 11th day of January, nineteen hundred and thirty, ordered by the Circuit Court for Somerset County, in Equity, that notice be given by publigation of a copy of this order in some newspaper, published in Somerset County, once a week for three successive weeks before the 4th day of February 1930, requiring all persons interested in said property so sold to be and appear in this Court by the 21st day of March 1930, to show cause, if any they have, why said sale should not be ratified and confirmed.

The report states the amount of sale to be twenty-one dollars and seventy-nine cents.

Robt. F. Duer,
Judge of said Court.

And now at this day, to wit, on the 1st day of August, in the year nineteen hundred and thirty-one, 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:

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|---|---|
| In the matter of the tax sale of real estate in Deals Island District, Somerset County, Maryland, assessed to Crisfield Armstrong, for the years 1927 and 1928, made and reported by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County for said years. ) | No.4207 Chancery<br>In the Circuit Court<br>For Somerset County. |

In the above entitled cause, it appearing that notice has been given by the publication of the Order Nisi heretofore issued in this cause, in The Somerset News, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi and no objections having been made and no cause to the contrary having been shown, it is hereby ordered and decreed this 1st day of August, in the year Nineteen hundred and thirty-one, by the Circuit Court for Somerset County, in Equity, that the aforegoing report of sale 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 proceedings aforesaid be entered of record according to law, and the same is accordingly done.

Per: J. Millard Lowes, Clerk.

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| | | |
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| Peoples Bank of Somerset County, a Maryland Corporation. | ) | Be it remembered that |
| | ) | heretofore, to wit on the |
| Vs. | ) | 23rd day of December, in |
| Arthur Johnson, Albert Johnson and Effie Gunby. | ) | the year 1930, a certain |
| | ) | Peoples Bank of Somerset |
| No.4297 Chancery. | ) | County, by L. Creston |
| | ) | Beauchamp, his solicitor |
| | | exhibited and filed in the |

Circuit Court here a bill of complaint against Arthur Johnson, Albert Johnson and Effie Gunby which said bill of complaint is in the words following, to wit:

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|---|---|---|
| Peoples Bank of Somerset County a Maryland corporation. | ) | |
| | ) | No.4297 Chancery |
| Vs. | ) | In the Circuit Court |
| Arthur Johnson, Albert Johnson and Effie Gunby, heirs at law of John T. Johnson, deceased. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, in Equity

Your orator, who sues as well for itself as for all other creditors of John T. Johnson, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That the said John T. Johnson was in his lifetime indebted unto your orator, the Peoples Bank of Somerset County, in the full and just sum of ninety-three dollars on his promissory note, dated the 3rd of August, 1930, payable four months after date, for the sum of ninety-three dollars, with interest thereon from the time due, a day since past, as will fully appear by reference to said promissory note a copy of which is herewith filed as part hereof "Exhibit A"

2. That the said John T. Johnson, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of any value and upon which no administration was ever had, but having real estate of considerable value in Fairmount Election District, Somerset County, Maryland, departed this life, intestate, during the month of October 1930, leaving surviving him, as his only heirs at law, the following children, all of whom are adults namely:

A son, Arthur Johnson, a resident of Somerset County, Maryland;

A son, Albert Johnson, who is a non-resident of Maryland, and supposed to be residing in the state of Pennsylvania.

A daughter Effie Gunby, who is a non-resident of Maryland, and supposed to be residing in the State of Pennsylvania.

3. Your orator charges that no administration was ever had on the personal estate of the said John T. Johnson, and that the same is not sufficient to pay the costs of administration and the debts due and owing by the said John T. Johnson, and your orator is advised that it is entitled to have the real estate sold for the payment of its claim and of the other claims of the creditors of the deceased, 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 aforesaid debt of your orator, and of the other creditors of

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the said deceased.

C. That your orator may have such other and further relief as its case may require.

May it please your Honors to grant unto your orator the order of publication giving notice to the said Albert Johnson and Effie Gunby, who are non-residents, supposed to be residing in Pennsylvania, of the object and substance 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 be passed as prayed; and also the writ of the State of Maryland of subpoena, directed to the said Arthur Johnson, a resident of Somerset County, Maryland, commanding him to be and appear in this Court, in person or by solicitor, on some 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.,

L. Creston Beauchamp,
Solicitor for complainant.

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:

Seal of Court.

The State of Maryland, To Arthur Johnson 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 Peoples Bank of Somerset County, 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 1930.

Issued the 23rd day of December Anno Domini 1930.

Per Order, J. Millard Tawes, Clerk.

At which said first Monday in January, in the year nineteen hundred and thirty, 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 and copy left with 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 filed, to wit:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | No.4297 Chancery |
| | ) | |
| Vs. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| Arthur Johnson, Albert Johnson and Effie Gunby | ) | Maryland. |
| | ) | |

The object of this suit is to procure a decree for the sale of certain real estate in Fairmount Election District, Somerset County, Maryland, of which John T. Johnson died seized and possessed.

The bill states that the said John T. Johnson departed this life during the month of October, 1930, intestate, leaving no personal estate of any value, but leaving real estate of considerable value in Fairmount Election District, said Somerset County, that the deceased, in his lifetime, was indebted unto the plaintiff in the sum of ninety-three dollars on promissory

note, dated August 3rd, 1930, payable four months after date, that the said John T. Johnson left surviving him as his only heirs at law his three children, Arthur Johnson, Albert Johnson and Effie Gunby, all of whom are adults, and that the said Arthur Johnson is a resident of said Somerset County, but that Albert Johnson and Effie Gunby are non-resident of Maryland and supposed to reside in Pennsylvania, that no administration was ever had on the personal estate of the said John T. Johnson, and that the personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said John T. Johnson at the time of his death.

It is thereupon this 23rd day of December, 1930, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiff, by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four successive weeks before the 5th day of February 1931, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor on or before the 23rd of February 1931, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

And thereafter to wit, on March 14th,1931, the following Decree Pro Confesso and Order to take testimony was filed:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | No.4297 Chancery |
| Vs. | ) | In the Circuit Court |
| Arthur Johnson, Albert Johnson and Effie Gunby | ) | For Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that the order of publication issued therein has been duly published in the Eastern Shore Republican, a newspaper printed in Somerset County, Maryland, as prescribed by said order, and the defendant, Arthur Johnson, has been duly summoned to appear to the bill of complaint, and that all of said defendants have failed to appear in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 14th day of March 1931, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the 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 in support of the allegations of said bill.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 2nd day of May, in the year nineteen hundred and thirty-one 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Peoples Bank of Somerset County. | ) | No.4297 Chancery |
| Vs. | ) | In the Circuit Court |
| Arthur Johnson et als., | ) | For Somerset County, |
| | ) | In Equity. |

There being in the above entitled case, an order 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 Fridey, the

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1st day of May, nineteen hundred and thirty-one, I did take the following depositions, that is to say:

Norman Waters, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Norman Waters, 42 years, residence Upper Hill, Fairmount, Maryland, occupation farming.

Int.2. Did you know John T. Johnson? If so, is he living or dead. Did he or not die intestate and who are his heirs at law?

Ans. I knew John T. Johnson all of my life. He lived in Fairmount ,Somerset County, Maryland, until his death in the fall of 1930. He left no last will and testament and no administration was ever granted on his estate. He left surviving him a son, Arthur Johnson, who lives in Somerset County, a son, Albert Johnson, who is a non-resident of Maryland, supposed to live in Pennsylvania and a daughter, Effie Gunby, who is also a non-resident and is supposed to reside in Pennsylvania. He left no widow

Int.3. State what if any, real estate and personal property he owned at the time of his death?

Ans. He left no personal property of any amount. He left two parcels of real e state in Fairmount District, on the road leading to Mr. Bob Miles' place. Each place has about an acre and a half or two acres of land. One one of these pieces of land, there is a five or six room house and on the other there is a dilapidated house of not much value. I should think that both of these places would be worth $1200.00.

Court question and answer:

"The heirs at law that I have named above are the defendants in this suit."

Test: Harry C. Dashiell, Exm., Norman E. Waters

Omar J. Croswell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Omar J. Croswell, age 45 years, occupation, Cashier People's Bank of Somerset County residence, Princess Anne, Maryland.

Int.2. State whether or not John T. Johnson of Fairmount was indebted to the People's Bank at the time of his death and if so, to what amount?

Ans. He was. He owed a note to the People's Bank of $93.00 at the time of his death, dated August 8th, 1930, for four months, with interest from the date due. That is all the indebtedness that he had with the Bank at the time of his death.

Court question and answer:

"Nothing further."

Test: Harry C. Dashiell, Exm., Omar J. Croswell

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 1st day of May, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00

Norman E. Waters, Witness & Mileage 1.39

$5.39

And thereafter, to wit on the 16th day of May, in the year 1931, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | No.4297 Chancery |
| Vs. | ) | In the Circuit Court |
| Arthur Johnson, Albert Johnson and Effie Gunby | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

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

It is thereupon this 16th day of May, 1931, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that L. Creston Beauchamp be and he is hereby appointed trustee to make such sale, the course and manner of said proceedings to be as follows: he shall first file in the office of the Clerk of the Circuit Court for said Somerset County, a bond to the state of Maryland, executed by himself and sureties to be approved by the Clerk of said Court in the penalty of two thousand dollars, conditioned upon the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises, he shall then proceed to make sale of said real estate, having given at least twenty days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be, cash, on the day of sale.

And as soon as may be convenient after such sale, 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 fairness of such sale annexed.

And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser of said property, to his, or her heirs, the property to him or her 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, 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.

Joseph L. Bailey, Judge.

And thereupon, 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, principal, and Claude R. Bounds and O. J. Croswell sureties, 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 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 May 1931.

Whereas the above bound L. Creston Beauchamp, 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 the Peoples Bank of Somerset County Vs. Arthur Johnson and others, the same being No.4297 on the Chancery Docket of said Court, now pending in said Court.

Now the condition of the above obligation is such that if the above bound L. Creston Beauchamp 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 oblig

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gation shall be void, otherwise to be and remain in full force and virtue in law.

Test: L. Creston Beauchamp (SEAL)

J. R. Stewart Claude R. Bounds (SEAL)

O.J. Croswell (SEAL)

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on June 18th, 1931, 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:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | No.4297 Chancery |
| | ) | In the Circuit Court |
| Vs. | ) | For Somerset County, |
| Arthur Johnson and others. | ) | Maryland. |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court passed in the above entitled cause, dated the 16th of May, 1931, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other pre-requisites, as required by law and the said decree, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Marylander and Herald," a newspaper published in said Somerset County, for at least twenty days before the day of sale, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday, June 16th, 1931, at or about the hour of two o'clock P.M., and then and there proceeded to sell at public auction all the real estate mentioned in said decree in the manner following:

He first offered all that lot of land in Fairmount District, Somerset County, Maryland, on a private road leading from Hall's Creek road, beginning at a stone at the corner of Thos. G. Williams lot; thence by and with said road, in an easterly direction 112 feet to the Isaac Milligan property, thence by and with the said Milligan land a northerly direction 210 feet to a stone on the land formerly owned by George A. Cox, thence by and with the said Cox land, a westerly direction, 112 feet to the said Williams land, thence by and with the said Williams land a southerly direction to the plade of beginning; being the same land conveyed to John T. Johnson by Feliz Lake et al., by deed dated the 3d of November 1915, recorded among the land records of said Somerset County in Liber W.J.S.No.70, folio 298, improved by a dwelling and received as the highest bid therefor the sum of fifty dollars, which bid was reserved by the auctioneer.

He next offered all that lot of land in said district, county and state, on the southerly side of the Miles road, bounded by the lands of Wm. Wheatley, Robert Jones and J. Hinks, and containing 3½ acres, more or less, being the same land which was conveyed to John T. Johnson by Ariminta W. Merrill by deed dated the 25th of April, 1910, recorded among said land records in Liber S.F.D.No.54, folio 166 and improved by a large and comfortable dwelling and outbuildings, and received as the highest bid thereon the sum of two hundred dollars, which bid was reserved by the auctioneer.

He then offered the two parcels of land as a whole, whereupon Omar J. Croswell, being the highest and best bidder therefor, became the purchaser thereof at and for the sum of four hundred and twenty-five dollars, which has been paid to your trustee.

And your trustee prays a ratification of his said proceedings and of the sale of the land

Respectfully submitted.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of June, 1931, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the 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.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland Corporation. | ) | No.4297 Chancery |
| Vs. | ) | In the Circuit Court |
| Arthur Johnson and others. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 18th df June 1931, that the sale of property made and reported by L. Creston Beauchamp, trustee appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown by exceptions filed on or before the 25th of July 1931, 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 14th of July 1931.

The report states the amount of sales to be $425.

J. Millard Tawes, Clerk.,

And now at this day, to wit, on the 5th day of August in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Peoples Bank of Somerset County | ) | No.4297 Chancery |
| Vs. | ) | In the Circuit Court |
| Arthur Johnson and others. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

It having been shown to the Court that no cause to the contrary has been shown by exceptions filed as required by the above order nisi, though due notice of said order has been given it is thereupon, this 5th day of August, 1931, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of property made and reported by L. Creston Beauchamp, trustee as aforesaid, be and the same is 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: J. Millard Tawes, 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 being the 6th day of the same month, in the year of our Lord one thousand nine hundred and thirty-one.

Were present, Hon. John R. Pattison, Chief Judge.

Luther Daugherty, Sheriff. Hon. Joseph L. Bailey, Asso. Judge

Hon. Robert F. Duer, Asso. Judge.

J. Millard Tawes, ,Clerk.

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

.....

.....

| | |
|---|---|
| L. Creston Beauchamp, Ex Parte. Trust created by mortgage from Clifford Whitt and wife to H. Edwin Morris and another. No.4321 Chandery. | Be it remembered that heretofore to wit, on the 9th day of March, in the year nineteen hundred and thirty-one, a certain L. Creston Beauchamp, of Somerset County and State of Maryland in his proper person |

exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to H. Edwin Morris and Robert M. Taylor by Clifford M. Whitt and Amanda Whitt, his wife of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 18th day of March, in the year nineteen hundred and thirty, by Clifford M. whitt and Amanda whitt, his wife, of Somerset County, Maryland, witnesseth: Whereas the said Clifford M. whitt and Amanda whitt, his wife, are justly and bona fide indebted unto H. Edwin Morris and Robert M. Taylor, of said county and state, in the sum of twelve hundred dollars for money loaned, evidenced by the bill obligatory of the said Clifford M.Whitt and Amanda whitt, his wife, for said sum of twelve hundred dollars, dated evenly herewith, and payable to the said H. Edwin Morris and Robert M. Taylor two years after date, with interest from date, payable semi-annually, and whereas for the purpose of securing the payment of said sum of twelve hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said Clifford M. Whitt and Amanda Whitt, his wife, hereby grant and convey unto the said H. Edwin Morris and Robert M. Taylor, as tenants in common, their heirs and assigns, all that farm or tract of land situate, lying and being in Dublin Election District, Somerset County, Maryland, on the south side of the county road leading from Princess Anne to Costen, adjoining the lands of W. W. Porter and Harry Porter and others, and containing 109 acres, more or less, being the same and all the land which was conveyed to the said Clifford M. Whitt and Amanda Whitt, his wife by Milbourn Whitt by deed dated the 21st of December, 1929, recorded among the land records of said Somerset County in Liber G.W.L.No.99, folio 438,

To which said deed and all the references therein contained, special reference is here made, as a part hereof, 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 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, charges, mortgage debt and interest aforesaid, the said 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, 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 L. Creston Beauchamp 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 the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, 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 mortgagor do further covenant to insure, and pending the existence 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 effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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 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.

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Witness the hands and seals of said mortgagors.

Test: Clifford M. Whitt (SEAL)

Vernon E. White Amanda Whitt (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of March, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Clifford M. Whitt and Amanda Whitt, 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 H. Edwin Morris, one of the within 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.

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 March 24, 1930 and recorded in Liber G.W.L.No.98, folio 344, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment:

As collateral security for any note or notes, we jointly, owe the Peoples Bank of Somerset County, we hereby assign the within mortgage to the said Peoples Bank of Somerset County.

Witness our hands and seals this 18th of March 1930.

Test: H. Edwin Morris (SEAL)

Jesse Baker R. M. Taylor (SEAL)

Filed for record March 9th, 1931, and recorded in Liber G.W.L.No.98, folio 344.

Test: J. Millard Tawes, Clerk.

And thereupon 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, principal, and H. Edwin Morris and Claude R. Bounds, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the sum of two 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th of April 1931.

Whereas by mortgage dated the 18th of March 1930, recorded among the land records of said Somerset County in Liber G.W.L.No.98, folio 344, a certain Clifford M. Whitt and Amanda Whitt, his wife, conveyed to H. Edwin Morris and Robert M. Taylor certain real estate in said county, and whereas default has occurred in the terms and condition of said mortgage, and whereas by virtue of the power and authority contained therein L. Creston Beauchamp is authorized to sell the mortgaged property, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged premises.

Now the condition of the above obligation is such that if the above bound L. Creston Beauchamp 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 therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: L. Creston Beauchamp (SEAL)

H. Edwin Morris (SEAL)

Claude R. Bounds (SEAL)

Which said bond was thus thereon endorsed, to wit:

Trustee's Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 22nd day of April, in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| L. Creston Beauchamp, Ex parte. | ) | No.4321 Chancery |
| | ) | In the Circuit Court |
| Trust created by mortgage from Clifford Whitt and wife to H. E. Morris et al., | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The report of L. Creston Beauchamp, Attorney named in a mortgage from Clifford Whitt and Amanda Whitt his wife, to H. Edwin Morris and Robert M. Taylor, dated the 18th of March, 1930, recorded among the land records of said Somerset County, Maryland, in Liber G.W.L.No.98, folio 344, 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, and also, 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 14th of April, 1931, 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 farm or tract of land situate, lying and being in Dublin Election District, Somerset County, Maryland, on the south side of the county road leading from Princess Anne to Costen St., adjoining the lands of W. W. Porter, Harry Porter and others, and containing 109 acres, more or less, being the same and all the land which was conveyed to the said Clifford M. Whitt and Amanda Whitt, his wife, by Milbourn Whitt by deed dated the 21st of December, 1929, recorded among the land records of said Somerset County in Liber G.W.L.No,99, folio 438, improved by much valuable growing timber and a fine strawberry patch, and sold the same to H. Edwin Morris, of Somerset County, Maryland, her being the highest and best bidder therefor, at and for the sum of ten hundred and fifty dollars, and the purchaser has complied with the terms of sale to the satisfaction of the attorney and trustee.

The trustee makes the following distribution of the proceeds of said sale:

| | | |
|---|---|---|
| Entire amount of sale, | | $1050.00 |
| Costs as taxed by Clerk, | $20.50 | |
| Advertising Sale and Order Nisi | 22.75 | |
| Auctioneer, | 3.00 | |
| State and county taxes, 1930, | 44.54 | |
| Commissions, per Chancery rule, | 75.00 | |
| To Peoples Bank of Somerset County, holder of note secured by mortgage, | 1200.00 | |
| Interest to day of sale, | 18.00 | 1383.79 |
| Balance due on said mortgage, | | $333.79 |

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And the attorney and trustee charges himself with the proceeds of said sale as cash, and prays a ratification of his proceedings.

All of which is respectfully submitted.

L. Creston Beauchamp,
Attorney and trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of April, 1931, before me, the subscriber, Clerk of the Circuit Court for said Somerset County, personally appeared L. Creston Beauchamp, the attorney and trustee 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, information and belief, and that the sale therein reported was fairly made, and that the distribution of proceeds therefrom was fairly made.

J. Millard Tawes,
Clerk of Circuit Court.

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

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| L. Creston Beauchamp, Ex parte. | No.4321 Chancery |
| Trust created by mortgage from Clifford Whitt and wife to H. Edwin Morris and another. | In the Circuit Court For Somerset County, Maryland. |

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 22nd day of April 1931, that the within report of sale of L. Creston Beauchamp, attorney and trustee mentioned in said report, and the sale of real estate by him reported, and the distribution of the proceeds of said sale by him made, be and the same are hereby ratified and confirmed unless cause to the contrary appear by exception filed on or before the 30th day of May, 1931, provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 30th day of May 1931.

The report states the amount of sales to be $1050.00

Robt. F. Duer, Judge.

And now at this day to wit, on the 5th day of August, in the year nineteen hundred and thirty-one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order to wit:

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| L. Creston Beauchamp, Ex parte. | No.4321 Chancery In the Circuit Court 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 5th day of August, 1931, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, Attorney and trustee and the sale by him reported and the distribution of proceeds thereof made by him, 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: J. Millard Tawes, Clerk.

Harry C. Dashiell, Ex parte.
Trust created by mortgage from the Eastern Shore Newspaper Corporation, a corporation, to Lorie C. Quinn, Sr., assigned to the Marine Bank of Crisfield, a corporation, by Lorie C.Quinn, Sr., and then assigned to Harry C. Dashiell by said Marine Bank of Crisfield, for the purpose of foreclosure.
No.4341 Chancery.

) Be it remembered that
) heretofore to wit, on
) the 6th day of June,
) in the year nineteen
) hundred and thirty-one
) a certain Harry C.Dashiell
) of Somerset County and
) State of Maryland in his
) proper person exhibited and
filed in the Circuit

Court here a certain mortgage executed and delivered to Lorie C. Quinn, Sr., by a certain Eastern Shore Newspaper Corporation, a body corporate existing under the laws of the State of Maryland, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 7th day of April, in the year nineteen hundred and twenty-seven by the "Eastern Shore Newspaper Corporation," a body corporate existing under the laws of the State of Maryland, Whereas the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid is justly and bona fide indebted unto Lorie C. Quinn, Sr., of Somerset County, in the State of Maryland, in the sum of twenty-seven thousand dollars ($27,000.00) the same being the balance of the purchase money for the real estate and personal property hereinafter specifically described this day conveyed unto the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, by the said Lorie C. Quinn, Sr., and wife, which said indebtedness is evidenced by the certificate of indebtedness of the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, for said sum of twenty-seven thousand dollars ($27,000.00) bearing even date herewith, and payable to the said Lorie C. Quinn, Sr., five 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 the "Eastern Shore Newspaper Corporation," body corporate as aforesaid 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 the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, has granted and by these presents does grant, convey, bargain and sell unto the said Lorie C. Quinn, Sr., his heirs 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, and also all that personal property in said Town of Crisfield, County and State aforesaid, being the same and all the real estate and personal property granted and conveyed, bargained and sold unto the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid by the said Lorie C. Quinn, Sr., wife by deed and bill of sale 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 further described as follows, (First) All that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County in the State of Maryland, and described as follows, beginning at a point on the North side of Main Street, at the South-east corner of the old Bank of Crisfield property, now owned and occupied by John B. Robins and running thence in a Northerly direction a distance of seventy-five (75) feet to the lands of the said John B. Robins, thence running in an Easterly direction by and with the lands of said John B. Robins and John T. Somers, a distance of forty-two (42) feet, to the North-west corner of the land of George Trefell, thence running in a Southerly direction by and with the lands of said George Trefell, a distance of seventy-five (75) feet to the North side of said Main Street, and thence by and with the North side of said Main Street, a distance of

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forty-two (42) feet to the point of beginning, being the same and all the real estate on the North side of said Main Street, and bordering thereon, which was conveyed unto the said Lorie C. Quinn, Sr., by two deeds, one from John T. Somers and wife, bearing date the twelfth day of January, in the year nineteen hundred and twenty-seven, and the other from Katie E. Quinn bearing date the day of in the year nineteen hundred and twenty-seven, and both of which said deeds are duly recorded among the Land Records of Somerset County together with the improvements thereon and in course of construction, and together with all improvements hereafter constructed or placed on the above described real estate and (Second) All of the following described personal property, in the building now located and being in the building now standing on the real estate hereby mortgaged, namely:

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| Office Equipment, two desks, typewriter tables, filing cabinets, two Underwood Typewriters, 1 safe, office chairs, etc., | $500.00 |
| 1 Scott Cylinder Job and Newspaper Press | 1500.00 |
| 1 8x12 C. & P. Job Press | 225.00 |
| 1 10x15 New Series C. & P. Job. Press | 300.00 |
| 1 12x18 Improved Golding Job Press | 600.00 |
| 1 Monitor Power Stitching and Binding Machine | 200.00 |
| 1 Model K. Linotype, completely equipped with gas heater and motor | 3000.00 |
| 1 extra set mats, liners, slides and insert mats | 150.00 |
| 1 large filing cabinet, Y & E | 50.00 |
| 1 letter Press Equipment | 25.00 |
| 1 Re-melting equipment, moulds, etc., | 125.00 |
| 3000 Lbs. Liotype Metal | 450.00 |
| 1 Southworth Punching and Indexing Machine | 30.00 |
| 1 Peerless Paper Cutter | 200.00 |
| 2 Press Numbering Machines and Duplicators | 40.00 |
| 1 Bates numbering machine and duplicator, hand | 15.00 |
| Proof Press and Equipment | 40.00 |
| Horton-wing Mailing Machine and equipment | 50.00 |
| Rouse Lead and Slug Cutter | 25.00 |
| Standard Galley Rack | 15.00 |
| 4 Large Type Cabinets and cases | 400.00 |
| Four Standard Type Racks | 50.00 |
| Tracey Double Stand Cabinet, cases and compartments | 125.00 |
| 160 double type cases | 240.00 |
| 5 Imposing stones and tables | 400.00 |
| 6 Newspaper cases | 90.00 |
| 2 Book and Combination Job cases | 40.00 |
| 30 Single Brass Galleys | 60.00 |
| 6 Double Brass Galleys | 30.00 |
| 5 Brass Job and Advertising Galleys | 25.00 |
| 4 12x18 steel chases | 30.00 |
| 2 10x15 steel chases | 12.00 |
| 3 8x12 steel chases | 15.00 |
| 70 Brass column rules, full and labor-saving | 50.00 |
| 300 lbs. Metal Labor-saving furniture | 100.00 |
| Reglet Racks and reglet furniture | 50.00 |
| 22 Line Wood Type, all sizes | 250.00 |
| 500 hundred lbs. leads and slugs, labor-saving sizes | 200.00 |
| 600 lbs. extra sorts, quads and spaces | 200.00 |
| 4 cases brass rule | 150.00 |
| one 3 h.p. General Electric Motor | 100.00 |
| one 2 h.p. General Electric Motor | 75.00 |
| Advertising and Job. Borders and Ornaments | 100.00 |
| 215 Single Column Half-tone cuts | 430.00 |
| 128 Double Column Half-tone cuts | 512.00 |
| 28 Three-column Half-tone Cuts | 140.00 |
| 65 Lithograph Letter and Envelope Plates | 623.00 |
| Advertising and Job. Cuts and Mats | 500.00 |
| Paper Cabinets, drying tables, shelving, etc., | 100.00 |
| 275 Fonts. display adv. and job type | 1650.00 |
| 160 lbs. 6 pt. body type | 65.00 |
| 350 lbs. 8 pt. body type | 175.00 |
| 200 lbs. 10 pt. body type | 125.00 |
| 100 lbs. 12 pt. body type | 75.00 |
| 300 Lbs. 12 and 18 pt. adv. and job type | 150.00 |
| Gas and Electric equipment and connections | 100.00 |
| Pulleys, shafting, belting, etc., | 200.00 |
| Shop Tools and miscellaneous equipment | 500.00 |
| | $15677.00 |

together with all other machinery, equipment and other personal property, of every kind and description hereafter installed or placed in said building now on said above described real estate, or in any building or buildings hereafter erected on said above described real estate, whether such machinery, equipments or other personal property shall be in place of, or in addition to the said personal property hereinbefore specifically described.

Together with the buildings and improvements on said real estate, erected and to be erected, 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 and personal property unto and to the proper use and benefit of the said Mortgagee, his heirs, personal representatives 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, according to the tenor and effect of the said certificate of indebtedness, and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said mortgagor, shall possess the aforesaid property, upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, 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 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 hereby 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' noticeof the time, place, manner and terms of sale by advertisement in some newspaper published in Somerset County, Maryland, 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 its behalf, shall pay said mortgage debt and interest after 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 the said mortgagor does further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on hereby mortgaged land, and the hereby mortgaged personal property to the amount of at least ten 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, 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 and personal property aforesaid for the benefit of the mortgagee, and to deposit the policy or policies

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as aforesaid, the said mortgage is hereby authorized to insure and keep insured the said improvements and personal personal property, 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 date of payment, as though included in the mortgage debt hereinbefore first mentioned.

As witness the corporate seal of the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, and the signature of Lorie C. Quinn, Jr., the president thereof, the day and year first above written.

Witness: Herman F. Nelson

Attest: Egbert L. Quinn,
Secretary.

Corporate Seal.

Lorie C. Quinn, Jr.,
President of the "Eastern Shore Newspaper corporation."

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th day of April, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Lorie C. Quinn, Jr., president of the "Eastern Shore Newspaper Corporation," a body corporate existing under the laws of the State of Maryland, and acknowledged the foregoing mortgage to be the corporate act and deed of the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, and the said Lorie C. Quinn, Jr., before me, as aforesaid, made oath in due form of law that he is the president of the said the "Eastern Shore Newspaper Corporation," a body corporate as aforesaid, and that he knows the corporate seal of the said body corporate, and that the said seal affixed to the foregoing mortgage, is the corporate seal of the said body corporate, and that it was affixed by the order of said body corporate, and that he signed his name to the above mortgage by the said order, as president of the said body corporate, and at the same time and place before me also personally appeared Lorie C. Quinn, Sr., 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.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid.

Seal of Notary.

Herman F. Nelson
Notary Public.

Received for record April 28th, 1927, and recorded in Liber G.W.L.No.94, folio 219, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment:

Crisfield, Md., April 13th, 1927.

For value received, I hereby assign the within mortgage to the Marine Bank of Crisfield, as witness my hand and seal this thirteenth day of April, in the year Nineteen Hundred and twenty-seven.

Witness:

Herman F. Nelson

Lorie C. Quinn, Sr., (SEAL)

For value received, and for the purpose of foreclosure, The Marine Bank of Crisfield, (a body corporate) hereby assigns the within mortgage to Harry C. Dashiell. As witness the hand of the President and the Seal of The Marine Bank of Crisfield, this 4th day of June, 1931.

Attest:

Egbert L. Quinn,
Cashier, The Marine Bank of Crisfield.

Gordon T. Atkinson,
President, The Marine Bank of Crisfield.

Received for record Jan.6th, 1931, and recorded in Liber J.M.T.No.101, folio 220, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, That we, Harry C. Dashiell of Somerset County and State of Maryland, principal, and the American Surety Company of New York, a corporation created and existing under the Lass 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) 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, successors and assigns, firmly by these presents, sealed with our seals and dated this 6th day of June, nineteen hundred and thirty-one.

Whereas the above bounden Harry C. Dashiell by virtue of the power contained in a mortgage from the Eastern Shore Newspaper Corporation, a Maryland corporation, to Lorie C. Quinn, Sr., bearing date the 7th day of April, 1927, and recorded among the Land Records of Somerset County in Liber G.W.L.No.94, folio 219 etc., which said mortgage was assigned to the Marine Bank of Crisfield, a corporation, by the said Lorie C. Quinn, Sr., under date of the 13th day of April, 1927, and then assigned by the said Marine Bank of Crisfield to the said Harry C. Dashiell under date of the 4th day of June, 1931, for the purpose of foreclosure, is about to sell the real estate and personal property in said mortgage mentioned and 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 Harry C. Dashiell 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 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 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 and its corporate seal to be affixed hereto the day and year first hereinbefore written.

Test: James E. Byrd — Harry C. Dashiell (SEAL)

Attest: — Corporate Seal. — American Surety Company of New York,

C. H. Arnold, Resident Assistant Secretary. (C. H. Arnold) — By Paul N. Cherry, Resident Vice-President) (Paul N. Cherry)

Countersigned at Princess Anne, Md., By Harry C. Dashiell, Agent.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 30th day of June, in the year nineteen hundred and thirty, 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:

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| Harry C. Dashiell, Ex parte. Trust created by mortgage from the Eastern Shore Newspaper corporation, a corporation, to Lorie C. Quinn, Sr., assigned to the Marine Bank of Crisfield, a corporation, by Lorie C. Quinn, Sr., and then assigned to Harry C. Dashiell by said Marine Bank of Crisfield, for the purpose of foreclosure. | No.4341 Chancery In the Circuit Court For Somerset County, In Equity. |

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

The report of Harry C. Dashiell, Assignee of a mortgage from the Eastern Shore Newspaper Corporation, a Maryland corporation, to Lorie C. Quinn, Sr., dated the 7th day of April,1927, and recorded among the Land Records of said Somerset County in Liber G.W.L.No.94, folio 219 etc, and assigned to the Marine Bank of Crisfield, a corporation, by the said Lorie C. Quinn, Sr., on the 13th day of April, 1927, and then assigned to the undersigned Harry C. Dashiell by the said Marine Bank of Crisfield, a corporation, on the 4th day of June, 1931, for the purpose of foreclosure, both of which said assignments are like wise recorded among the land records of said Somerset County, 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 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 said County and by hand bills posted at the Court House door in Princess Anne, in said county and extensively circulated in said County, your said Assignee,did in pursuance of said notice, attend in front of the Post Office, in the town of Crisfield, in said Somerset County, State of Maryland, on Saturday, the 27th day of June, in the year nineteen hundred and thirty-one, at or about the hour of two o'clock P.M., and did then and there proceed to offer said property for sale by public auction, that is to say, your said Assignee having advertised the real estate and personal property mentioned in said mortgage, as separate items, did offer first the real estate for sale by public auction, described as follows:

First: All that certain lot or parcel of land, situate in the town of Crisfield, in said Crisfield Election District, in Somerset County, State of Maryland, and beginning at a point on the north side of Main Street, in said town, at the south-east corner of the old Bank of Crisfield property, now owned and occupied by John B. Robins, and running thence in a northerly direction, a distance of seventy-five feet, to the land of John B. Robins, thence running in an easterly direction by and with the land of the said John B. Robins and John T. Somers, a distance of forty-two feet, to the north-west corner of the land of George Trefell, thence running in a southerly direction by and with the land of said Trefell, a distance of seventy-five feet to the north side of said Main Street, thence by and with the north side of said Main Street, a distance of forty-two feet to the point of beginning and being the same and all of the real estate on the north side of said Main Street, and bordering thereon, which was conveyed unto the said Eastern Shore Newspaper Corporation, a corporation by Lorie C. Quinn, Sr., and wife by deed dated the 31st day of March, 1927, and recorded among the Land Records of said county in Liber G.W.L.No.94, folio 179 etc., This property is improved by the one story, stucco and frame building containing the printing and publishing plant of The Crisfield Times. And Lorie C. Quinn, Sr., was the highest bidder therefor at and for the sum of One Thousand Dollars ($1000.00)

Your said Assignee then offered for sale by public auction the personal property mentioned in the second item of said advertisement and described as follows:

Second: All the following personal property, bargained and sold to said Eastern Shore Newspaper Corporation, by the deed and bill of sale aforesaid from the said Lorie C. Quinn, Sr.,

and wife and contained in the building and premises described above, namely:

Office Equipment, two desks, typewriter tables, filing cabinets, two Underwood Typewriters safe, office chairs, etc.,

1 Scott Cylinder Jobs and Newspaper press, 1 ix12 C & P Job Press, 1 10x15 New Series C & P Job Press, 1 12x18 Improved Golding Job Press, 1 Monitor Power Stitching and Binding machine, 1 Model K. Linotype, completely equipped with gas, heater and motor, 1 Extra set mats, liners, slides and insert mats, 1 Large filing cabinet Y & E, 1 Letter Press equipment, 1 remeling equipment, moulds etc., 1 3000 lbs. Linotype Metal, 1 Southworth Punching and Indexing machine 1 peerless paper cutter, 2 press numbering machines and duplicators, 1 Bates numbering machine and duplicator, hand proof press and equipment, Horton Wing Mailing machine and equipment, Rouse lead and slug cutter, Standard Galley rack, 4 large type babinets, and cases, four standard type racks, tracey double stand cabinet, cases and compartments, 160 double type cases, 5 imposing stones and tables, 6 newspaper cases, 2 book and combination cases, 30 single brass galleys, 6 double brass galleys, 5 brass job and advertising galleys, 4 12x18 steel chases, 2 10x15 steel chases, 3 8-12 steel chases, 70 brass column rules, full and labor saving, 300 lbs. metal labor saving furniture, reglet racks and reglet furniture, 22 Line wood type, all sizes, 500 lbs. leads and slugs labor sawing sixes, 600 lbs. extra sorts, quads and spaces, 4 cases brass rule, one 3 H.P. General Electric Motor, One 2 H.P. General Electric Motor, advertising Job Borders and Ornaments, 215 Single Column Half tone cuts, 128 double column half-tone cuts, 28 three column half tone cuts, 65 Lithograph letter and Envelope Plates, advertising and Job cuts and Mats, paper cabinets, drying tables, shelving etc., 275 fonts display adv. and job type, 160 lbs, 6 pt. body type, 350 lbs, 8 pt. body type, 200 lbs, 10 pt. body type, 100 lbs 12 pt. 300 lbs. 12 and 18 pt. adv. and job type, gas and electric equipment and connections, pulleys, shafting, belting etc., shop tools and miscellaneous equipment, and all other printing machinery, equipment and other personal property now contained in the building aforesaid, except one Goss comet newspaper press and one Intertype typesetting machine. And Lorie C.Quinn, Sr., was the highest bidder therefor, at and for the sum of One Thousand Dollars ($1000.00)

Your said Trustee did then offer by public auction as aforesaid the ssaid real estate and personal property, constituting together the printing and publishing plant of The Crisfield Times, for sale, as a whole and the said Lorie C. Quinn, Sr., of said Somerset County, State of Maryland, was the highest bidder for the whole of said real estate and personal property, at and for the sum of Ten Thousand Dollars ($10,000.00) and said sum being greater than the aggregate of the two highest bids for said real estate and personal property when offered separately as aforesaid, your said Assignee accepted said bid of the said Lorie C. Quinn, Sr., for the whole of said property and the said Lorie C. Quinn, Sr., was declared the purchaser thereof, at and for the sum of Ten Thousand Dollars ($10,000.00) as aforesaid, and the said purchaser has complied with the terms of said sale to the satisfaction pf your said Assignee by paying the sum of Five Hundred Dollars ($500.00) in cash and giving to your said Assignee a note for the balance of said purchase money of Nine Thousand Five Hundred Dollars ($9500.00) payable upon the ratification of said sale by this Honorable Court, and your said Assignee prays therefore a ratification of said sale and of his proceedings herein reported as aforesaid.

Respectfully submitted,

Harry C. Dashiell, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of June, in the year nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Harry C,.Dashiell, 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

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his knowledge and belief and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

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| Harry C. Dashiell, Ex parte.<br>Trust created by mortgage from the Eastern Shore Newspaper Corporation, a corporation, to LorieC. Quinn, Sr., assigned to the Marine Bank of Crisfield, a corporation, by Lorie C. Quinn, Sr., and then assigned to Harry C. Dashiell by said Marine Bank of Crisfield, for the purpose of foreclosure. | No.4341 Chancery<br>In the Circuit Court<br>For Somerset County.<br>In Equity. |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 13th day of July, in the year nineteen hundred and thirty-one, that the report of sales of Harry C. Dashiell the assignee mentioned in the above report of sales, and the sale of the real estate and personal property 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 August 1931, provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 10th day of August 1931.

The report states the amount of sales to be $10,000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 15th day of August, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order to wit:

| | |
|---|---|
| Harry C. Dashiell, Ex Parte.<br>Trust created by mortgagedfrom the Eastern Shore Newspaper Corporation, a corporation, to Lorie C. Quinn, Sr., assigned to the Marine Bank of Crisfield, a corporation, by Lorie C.Quinn,Sr., and then assigned to Harry C. Dashiell by said Marine Bank of Crisfield for the purpose of foreclosure. | NO.4341 Chancery<br>In the Circuit Court for Somerset County,<br>In Equity. |

It having been proved to the Court, 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 15th day of August, 1931, ordered by the Circuit Court for Somerset County, in Equity, that the within report of Harry C. Dashiell, Assignee and the sale by him 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 solicitor in this cause, it is further ordered and decreed that L. Creston Beauchamp be and he is hereby appointed special auditor to state the account in this 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: J. Millard Tawes ,Clerk.

Clarence P. Lankford,
Ex parte.

Trust created by mortgage from Thomas S. Hudson and Clara M. Hodson, his wife to the "Bank of Crisfield," a body corporate, and assigned to Clarence P. Lankford for the purpose of foreclosure.

No.4338 Chancery.

) Be it remembered that heretofore, to wit on the 28th day of May, in the year nineteen hundred and thirty-one, a certain Clarence P. Lankford of Somerset County and State of Maryland in his proper person exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Bank of Crisfield, by a certain Thomas S. Hodson and Clara M. Hodson his wife, of said Somerset County, and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 31st day of May, in the year nineteen hundred and thirteen, by Thomas S. Hodson and Clara M. Hodson, his wife, of Somerset County, in the State of Maryland, Whereas the said Thomas S. Hodson and Clara M. Hodson 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 Twenty-five Hundred Dollars ($2500.00) and have executed and delivered unto the said the "Bank of Crisfield," a body corporate as aforesaid, their bill obligatory for said sum of Twenty-five Hundred Dollars ($2500.00) dated evenly herewith, payable 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 Thomas S. Hodson and Clara M. Hodson 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 Thomas S. Hodson and Clara M. Hodson, 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 and State of Maryland, which is fully described in a lease from Hance Lawson, Michael Somers and John W. Crisfield to Lorenzo D.Lawson, Nathaniel Dixon, Hance Lawson, William T. Lawson and others dated on or about the eighteenth day of July, in the year eighteen hundred and sixty-six, and recorded among the Land Records of Somerset County in Liber L.W.No.10, folio 570 etc, and which said lease has been assigned to the said Thomas S. Hodson for the remainder of the term of ninety-nine years and for any future term, and which said land and lease have been conveyed and assigned by the said Thomas S.Hodson to the said Clara M. Hodson by deed or assignment bearing date the twentieth day of January in the year eighteen hundred and ninety-four, and recorded among said Land Records in Liber H.F.L. No.14, folio 115 etc, to which said lease, assignments, and records aforesaid special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

To have and to hold said parcel of land unto the said the "Bank of Crisfield," a body corporate as aforesaid for all the residue of the term of years yet to come, and unexpired thereon, and the benefit of the renewal forever.

And the said Thomas S. Hodson and Clara M. Hodson covenant that they will warrant and defend said property against all liens and incumbrances whatsoever, and particularly against any judgments in the Circuit Court for Somerset County which may be liens thereon, whether such judgments have been rendered by said Court or renewed by said Court on Scire Facias.

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

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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 Thomas S. Hodson and Clara M. Hodson 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 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 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 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least twenty-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 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 additonal 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: Thos. S. Hodson (SEAL)

John B. Robins Clara M. Hodson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 31st day of May in the year nineteen hundred and thirteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid residing in the Town of Crisfield, personally appeared Thomas S. Hodson and Clara M. Hodson 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 John 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, and that the said the "Bank of Crisfield," mortgagee, has not required the mortgagors, their Agent or Attorneys, 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 the "Bank of Crisfield," mortgagee, require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage, and the said John Sterling furthermade oath, as aforesaid, that he is the president of the "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. John B. Robins, Notary Public.

Received for record June 2nd, 1913, and recorded in Liber S.F.D.No.61, folio 456 &c, one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

ASSIGNMENT:

The "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, hereby assigns the within mortgage to Clarence P. Lankford for the purpose of foreclosure.

Witness the corporate seal of the said the "Bank of Crisfield," a body corporate as aforesaid, and the signature of Warren F. Sterling, the president thereof, this 25th day of May, in the year nineteen hundred and thirty-one.

Attest: J. Coyne Sterling, Cashier. Seal of Bank. Warren F. Sterling, President of the "Bank of Crisfield,"

Filed for record May 28th, 1931, and recorded in Liber S.F.D.No.61, folio 457.

Test: J. Millard Tawes, Clerk.

And thereupon the said Clarence P. Lankford, Assignee, 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 the American Surety Company of New York, a corporation of the State of New York, as 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, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th day of May, in the year nineteen hundred and thirty-one.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Thomas S. Hodson and Clara M. Hodson his wife, to the Bank of

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Crisfield, a body corporate, dated the 31st day of May, in the year nineteen hundred and thirteen, and recorded among the Land Records of said Somerset County in Liber S.F.D.No.61, folio 456 etc., which said mortgage has been assigned by the said the Bank of Crisfield, a body corporate, unto the said Clarence P. Lankford for the purpose of foreclosure, as will appear by assignment of said mortgage duly recorded among said Land Records is authorized upon default to sell the leasehold 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 the assignment thereof, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof, the above bounden 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 duly authorized agent and attorney in fact the day and year first above written as per power of Attorney recorded among the Land Records of said Somerset County in Liber G.W.L.No.99, folio 49.

Witness:

S. Frank Dashiell

Corporate Seal.

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

Which said bond was thus thereon endorsed, to wit:

The within bond approved this 28th day of May, nineteen hundred and thirty-one.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 23rd day of June, in the year nineteen hundred and thirty-one 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:

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| Clarence P. Lankford, Ex parte. | ) | |
| Trust created by mortgage from Thomas S.Hodson and Clara M. Hodson, his wife, to the Bank of Crisfield, a body corporate, and assigned to Clarence P. Lankford for the purpose of foreclosure. | ) | No.4338 Chancery In the Circuit Court For Somerset County. |

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, under and by virtue of the power and authority contained in a mortgage from Thomas S. Hodson and Clara M. Hodson his wife, to the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, bearing date the thirty-first day of May, in the year nineteen hundred and thirteen, and recorded among the Land Records of said Somerset County in Liber S.F.D.No.61,folio 456 etc, (which said mortgage has been duly assigned by the said the "Bank of Crisfield," a body corporate as aforesaid unto the said Clarence P. Lankford for the purpose of foreclosure, as will appear by assignment duly recorded among said Land Records) and duly authorized by said mortgage and said assignment (default having occurred in the covenants and conditions of said mortgage) to sell the leasehold property in said mortgage described and conveyed, 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 said Somerset County for 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 twentieth day of June, in the year nineteen hundred and thirty-one, at or about the hour of 2.30 o'clock P.M., and then and there proceeded to sell said leasehold property, being the leasehold property in said mortgage described and conveyed in manner following, that is to say:

Your Assignee offerred at public sale, to the highest bidder, all that leasehold property, with the improvements thereon in the Town of Crisfield, Somerset County, in the State of Maryland, at the corner of Main Street and Goodsell's Alley, and extending from said Main Street to Broad Street, said lot fronting seventy feet on said Main Street, and running back a distance of one hundred and fifty feet, being all the laasehold property described in a lease for ninety-nine years, renewable forever, from Hance Lawson, Michael Somers and John W. Crisfield to Loranzo D. Lawson, Nathaniel Dixon, Jr., William T. Lawson and others, bearing date the eighteenth day of July, in the year eighteen hundred and sixty-six, and recorded among the Land Records of said Somerset County in Liber L.W.No.10, folio 570 etc, and which said lease was duly assigned to the said Thomas S. Hodson and by the said Thomas S. Hodson duly assigned unto the said Clara M. Hodson by assigmment bearing date the twentieth day of January in the year eighteen hundred and ninety-four, and duly recorded among the said Land Records in Liber H.F.L.No.14, folio 115 etc, for all the residue of the term of ninety-nine years, yet to come and unexpired, and the benefit and right of the renewal of said lease forever, subject to the annual rental of $78.65 to the owner of the fee of said real estate, which said fee in said real estate is now vested in Dr. George C. Coulbourn, and which said property is also fully described in said mortgage, whereupon Aaron Saltz and Minnie Saltz, his wife, of Somerset County, being the highest and best bidders therefor, became the purchasers thereof, at and for the sum of Fifty-two hundred Dollars ($5,200.00) all of which they have paid in cash.

And your Assignee prays the ratification of his 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 day of June, in the year nineteen hundred and thirty-one, before me the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, Assignee for the purpose of foreclosure, 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 sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

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| Clarence P. Lankford, Ex parte. Trust created by mortgage from Thomas S. Hodson and Clara M. Hodson his wife, to the "Bank of Crisfield," a body corporate and assigned to Clarence P. Lankford, for the purpose of foreclosure. | No.4338 Chancery In the Circuit Court For Somerset County. |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 23rd day of June, nineteen hundred and thirty-one, that the sale of leasehold property mentioned in these proceedings, made and reported by Clarence P. Lankford, Assignee for the purpose of foreclosure, of a mortgage from Thomas S. Hodson and Clara M. Hodson his wife, to the "Bank of Crisfield," a body corporate, be ratified and confirmed, unless cause to the contrary thereof

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be shown on or before the 31st day of July next, 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 23rd day of July next.

The report states the amount of sales to be($5,200.00).

J. Millard Tawes, Clerk.

And now at this day to wit, on the 2nd day of September, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order to wit:

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| Clarence P. Lankford, Ex parte. Trust created by mortgage from Thomas S. Hodson and Clara M. Hodson his wife, to the Bank of Crisfield, a body corporate, and assigned to Clarence P. Lankford, for the purpose of foreclosure. | No.4338 Chancery In the Circuit Court For Somerset County. |

Ordered by the Circuit Court for Somerset County this 2nd day of September nineteen hundred and thirty-one that the sale of leasehold property mentioned in these proceedings made and reported by Clarence P. Lankford, Assignee, for the purpose of foreclosure, of a mortgage from Thomas S. Hodson and Clara M. Hodson, his wife, to the Bank of Crisfield, a body corporate 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 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. Millard Tawes ,Clerk.

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| Paul Cullen<br>Vs.<br>George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and Louise B. Miles, his wife, Elizabeth Long, Louise Massey and Carlton A. Massey, her husband, William T.Miles and Geneva Miles, his wife, Mary Mister and Tracy Mister, her husband, Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price, her husband, Frances Miles, Mary Bradshaw and John Bradshaw, her husband, Benjamin Stevenson, Sarah Stevenson and William Stevenson.<br>No.4277 Chancery. | Be it remembered that heretofore, to wit, on the 26th day of August, in the yaar nineteen hundred and thirty, a certain Paul Cullen by Clarence P. Lakkford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and Louise B. Miles, his wife Elizabeth Long, Louise Massey and Carlton A. Massey, her |

husband, William T. Miles and Geneva Miles his wife, Mary Mister and Tracy Mister her husband Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price, her husband, Frances Miles, Mary Bradshaw, and John Bradshaw, her husband, Benjamin Stevenson, Sarah Stevenson and William Stevenson, which said bill of complaint is in the words following, to wit:

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| Paul Cullen<br>Vs.<br>George T. Miles and Minnie Miles, his wife, William H, Miles, Frederick G. Miles and Louise B. Miles, his wife, Elizabeth Long, Louise Massey and Carlton A. Massey, her husband, William T.Miles and Geneva Miles his wife, Mary Mister and Tracy Mister her husband, Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price, her husband Frances Miles, Mary Bradshaw and John Bradshaw, her husband, Bemjamin Stevenson, Sarah Stevenson, and William Stevenson. | No.4277 Chancery<br>In the Circuit Court<br>For Somerset County. |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The Bill of Complaint of Paul Cullen of Somerset County, in the State of Maryland, respectfully represents:

First: That heretofore a certain Isaac Miles, late of Somerset County, in the State of Maryland, deceased, as in his lifetime seized and possessed of certain real estate, consisting of two tracts of land in Lawson's District, Somerset County, in the State of Maryland, one tract containing five acres, more or less, of cleared land, and the other tract containing twelve acres, more or less, of woodland, which were conveyed unto the said Isaac Miles in a deed of partition between the heirs at law of Thomas Miles of John, bearing date the tenth day of October, in the year eighteen hundred and ninety-eight, and recorded among the Land Records of said Somerset County in Liber O.T.B.No.25, folio 177 etc.,

Second: That being so thereof seized and possessed the said Isaac Miles departed this life, intestate, during the year nineteen hundred, leaving no widow, child or descendants surviving him, but leaving surviving him as his only heirs at law the following, namely, (a) George T. Miles, a brother, who married Minnie G. Miles (b) William H. Miles, a borther (c) Frederick G. Miles, a borther who married Louise B. Miles (d) Elizabeth Long, a sister, who is a widow

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(e) John F. Miles, a borther, who departed this life, intestate, since the death of the said Isaac Miles, leaving as his only heirs at law the following, namely (1) Louise Massey, a daughter, who married Carlton A. Massey (2) William T. Miles, a son, who married Geneva Miles, (3) Mary Mister, a daughter who married Tracy Mister, (4) Annie Ward, a daughter, who married Norris Ward (5) Blanche Price, a daughter who married Russell Price and (6) Frances Miles a daughter, who is unmarried (f) William M. Coulbourn, a son of Mary A. Coulbourn, who was a sister of the said Isaac Miles and who departed this life before the death of the said Isaac Miles, and Mary Bradshaw, (who married John Bradshaw) Benjamin Stevenson, Sarah Stevenson, and William Stevenson only children and heirs at law of Sadie Stevenson, a duaghter of the said Mary A. Coulbourn, the said Sadie Stevenson having departed this life, intestate on the fifteenth day of November in the year nineteen hundred and fifteen, and upon whom devolved all the interest of the said Isaac Miles in said real estate.

Third: That the said William M. Coulbourn has been adjudicated a bankrupt by the District Court for the District of Maryland, and Henry J. Waters, Isaac Henry Hall and Gordon Tull were by said Court appointed trustees of the said William M. Coulbourn, bankrupt, and the said Trustees sold the undivided interest of the said William M. Coulbourn in the above mentioned real estate unto your orator, Paul Cullen, and said trustees conveyed said interest in said real estate of the said William M. Coulbourn unto your orator, Paul Cullen, as will fully appear by a certified copy of the deed of conveyance therefor, herewith filed as a part of this bill, marked Exhibit "W.M.C."

Fourth: That all the defendants are above the age of twenty-one years, except the said Frances Miles and William Stevenson, who are minors under the age of twenty-one years, and all reside in said Somerset County, in the State of Maryland, except the said William T. Miles and Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson, who are non-residents of the State of Maryland.

Fifth: That on the twenty-fourth day of November, in the year nineteen hundred and twenty-four, a certain William L. Whittington recevered a judgment in the Circuit Court for Somerset County, for the sum of two hundred and forty dollars, with interest from date, and twenty-four dollars collection fee, which said judgment is a lien on the interest of the said William T. Miles, in said real estate, which said judgment was on the twenty-sixth day of January, in the year nineteen hundred and twenty-seven, assigned by the said William L.Whittington to William H. Miles, one of the defendants in this cause.

Sixth: 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 divided among the parties entitled thereto, according to, their respective interests therein, but your orator is 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 parties entitled to interests therein, according to their respective interests.

(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 order of publication giving notice to the said William T. Miles and Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson 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, of 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 George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and

Louise B. Miles, his wife, Elizabeth Long, Louise Massey and Carlton A. Massey, her husband Mary Mister and Tracy Mister, her husband, Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price, her husband, Frances Miles (infant) and Mary Bradshaw and John Bradshaw her husband and William Stevenson (infant) of Somerset County, 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 "WMC" referred to in the foregoing bill is in the words following, to wit:

THIS DEED, Made this 25th day of June, in the year nineteen hundred and thirty, by Henry J. Waters, Gordon Tull and Isaac Henry Hall, Trustee in Bankruptcy of William Miles Coulbourn, Bankrupt, of Somerset County, in the State of Maryland, witnesseth: Whereas by a decree or order of the District Court of the United States for the District of Maryland, dated on the 11th day of September, in the year nineteen hundred and twenty-nine, and passed in the matter of said Bankrupt, the said Henry J. Waters, Gordon Tull and Isaac Henry Hall, Trustees as aforesaid were empowered with authority to sell the real estate and property hereinafter mentioned and described, and the said Trustees after complying with all the previous requisites of the said decree or order did sell unto Paul Cullen of Somerset County, in the State of Maryland, at public auction, at the residence of the said William Miles Coulbourn, Bankrupt, in Somerset County, Maryland, on the 31st day of October 1929, at and for the aggregate sum of One Thousand and One Dollars ($1001.00) current money, all the right, title, interest and estate of the said William Miles Coulbourn, Bankrupt, in and to all those lots or parcels of land, situate, lying and being in Lawson's Election District, in Somerset County, in the State of Maryland, and described as follows:

First: All the undivided one-half interest in remainder of the said William Miles Coulbourn, Bankrupt, as a son of his intestate mother, Mary A. Coulbourn, who died intestate, in June 1899, subject to a life estate by the courtesy in his father, William J. Coulbourn in and to the two following described lots or parcels of land.

First: A tract of five acres of land more or less, and adjoining the Pennsylvania Rail Road right of way, in Lawson's District in Somerset County, in the State of Maryland, and being the same lot or parcel of land which is described as Lot No.7, in deed of partition between Mary A. Coulbourn, George T. Miles, Isaac Miles and others and which said deed is dated on the 10th day of October, 1898, and duly recorded among the Land Records of Somerset County, Maryland, in Liber O.T.B.No.25, folio 177 et seq., Second: A tract of woodland, containing sixteen acres, more or less, and situated on the East side of said Rail Road in said district and County and State and about 150 yards North of said First lot of land above described, and being the same lot or parcel of woodland which is described as Lot No.1, in said deed of partition, between Mary A. Coulbourn, George T. Miles, Isaac Miles and others and which said deed is dated on the 10th of October, 1898, and duly recorded among the Land Records of Somerset County, Maryland in Liber O.T.B.No.25, folio 177 et seq., and to which said deed reference is here made for a more full and particular description of said lots or parcels of land.

Second: All the undivided, one twelfth interest in fee, of the said William Miles Coulbourn, Bankrupt, in the real estate of which Isaac Miles died seized in two lots or parcels of land and described as follows: First: Lot of un-improved land lying and being situate in Lawson's District, in Somerset County, in the State of Maryland, and containing nine acres of land more or less, and adjoining the above described lot or parcel of land of Five acres more or less, and being the same lot or parcel of land which is described as Lot No.4 in deed of partition between Mary A. Coulbourn, George T. Miles and Isaac Miles and others, and which said

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deed is dated on the 10th day of October, 1898, and duly recorded among the Land Records of Somerset County, Maryland, in Liber O.T.B.No.25, folio 177 et seq., Second: Lot or parcel of woodland, lying and being situate in Lawson's Election District, in Somerset County, Maryland, and in "Piny Glade Swamp" in said district, and County and State, and containing Twelve acres of land more or less, and being the same parcel of woodland which is described as Lot No.5, in deed of partition between Mary A. Coulbourn, George T. Miles and Isaac Miles and others by deed dated on the 10th day of October, 1898, and duly recorded among the said Land Records of Somerset County, Maryland, in Liber O.T.B.No.25, folio 177 et seq., and to which said deed and all the recitals therein contained reference is here made and Plat to filed therewith, for a more full and accurate description of the said hereinbefore described lots or parcels of land.

And whereas the aforesaid sales have been duly reported to and ratified and confirmed by the said District Court of the United States for the District of Maryland, and whereas the purchase money aforesaid has been fully paid and satisfied to the said Trustees and they are authorized by the said decree or order to execute this deed.

Now therefore this deed witnesseth, that the said Henry J. Waters, Gordon Tull, and Isaac Henry Hall, Trustees aforesaid for and in consideration of the premises and of the sum of One Thousand and One Dollars ($1001.00) current money to them in hand paid by the said Paul Cullen at and before the sealing and delivery of these presents, the receipt of which is here - by acknowledged, doth grant and convey unto the said Paul Cullen, his heirs and assigns, all the right, title, interest and estate of the said William Miles Coulbourn, both at law and in Equity, in and to the property hereinbefore described with its appurtenances.

To have and to hold the aforesaid property with its appurtenances unto the said Paul Cullen his heirs and assigns forever.

Witness our hands and seals the day and year hereinbefore first written.

| | | |
|---|---|---|
| Witness as to Henry J. Waters, and Gordon Tull | Henry J. Waters, Trustee | (SEAL) |
| | Gordon Tull, Trustee | (SEAL) |
| Vernon E. White | Isaac Henry Hall, Trustee | (SEAL) |
| Witness as to Isaac Henry Hall | | |
| Edwin A. Robinson | | |

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of June, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Henry J. Waters, Trustee and Gordon Tull, Trustee, two of the Grantors named in the above and foregoing deed, and did each acknowledge the above and foregoing deed to be their respective act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year hereinbefore first written.

Seal of Notary. Vernon E. White, Notary Public.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 29th day of June, in the year Nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County, aforesaid, personally appeared Isaac Henry Hall, Trustee, one of the Grantors named in the above and foregoing deed and did acknowledge the foregoing deed to be his act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year hereinbefore first written.

Seal of Notary Edwin A. Robinson, Notary Public.

Received for record August 26th, 1930, and recorded in Liber G.W.L.No.100, folio _____one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

State of Maryland, Somerset County, to wit:

I, Geo. W. Lawson, Clerk of the Circuit Court for Somerset County hereby certifies that the aforegoing Deed is truly copied from Liber G.W.L.No.100, folio one of the land records of Somerset County.

In testimony whereof I hereunto subscribe my name and affixed the seal of said Court this 26th day of August 1930.

Seal of Court. Geo. W. Lawson, Clerk.

Exhibit "SWS" referred to in the foregoing bill of Bomplaint as follows:

THIS DEED, Made this 30th day of December, one thousand nine hundred and thirty, by Sarah W. Stevenson of Mammouth, Westmoreland County and State of Pennsylvania, witnesseth that in consideration of the sum of two hundred and fifty dollars in hand paid by Paul Cullen, of Somerset County, in the State of Maryland, the receipt of which is hereby acknowledged the said Sarah W. Stevenson does grant unto the said Paul Cullen, his heirs and assigns, in fee simple, all her right, title, interest and estate both at law and in equity in and to all those lots, tracts or parcels of land situate, lying and being in Lawson's District, Somerset County, in the State of Maryland, and described as follows, that is to say (First) All those lots or parcels of land, in said Lawson's District, County and State aforesaid, consisting of two tracts of land, one containing eight (8) acres, two (2) roods and thirty-one (31) perches of cleared land, and the other containing twelve (12) acres and nine (9) perches of woodland, the same being all the real estate and premises conveyed unto a certain Mary A. Coulbourn, late of Somerset County, deceased, in a deed of partition between the heirs at law of Thomas Miles of John, bearing date the tenth day of October, in the year eighteen hundred and ninety-eight, and recorded among the Land Records of said Somerset County in Liber O.T.B. No.25, folio 177 etc, the interest hereby conveyed being all the interest of the said Sarah W. Stevenson in said real estate which descended unto the said Sarah W. Stevenson as one of the heirs at law of the said Mary A. Coulbourn and (Second) All those lots, tracts or parcels of land in said Lawson's District, County and State aforesaid, consisting of two tracts of land, one containing nine (9) acres and Nine (9) perches of cleared land, and the other containing eleven (11) acres, three (3) roods and twenty-three (23) perches of woodland, the same being all the real estate and premises conveyed unto a certain Isaac Miles, late of said Somerset County, deceased, in the aforesaid deed of partition between the heirs at law of the said Thomas Miles of John, bearing date the tenth day of October in the year eighteen hundred and ninety-eight, and recorded among said Land Records in Liber O.T.B.No.25, folio 177 etc, the interest hereby conveyed being all the interest of the said Sarah W. Stevenson in said real estate which descended unto the said Sarah W. Stevenson as one of the heirs at law of the said Isaac Miles, to which said deeds and records special reference is here made for a more accurate 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 to the same belonging or in anywise appertaining.

To have and to hold the real estate 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 Paul Cullen, his heirs and assigns, in fee simple.

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And the said Sarah W. Stevenson covenants that she will warrant specially the property hereby granted and conveyed, and that she will execute such further assurances of said Land as may be requisite.

Witness the hand and seal of the said grantor.

Test: Sarah W. Stevenson (SEAL)

Ethel Goldberg.

State of Pennsylvania, Westmoreland County, to wit:

I hereby certify, That on this 30th day of December in the year one thousand nine hundred and thirty, before me the subscriber, a Notary Public of the State of Pennsylvania, in and for Westmoreland County aforesaid, personally appeared Sarah W. Stevenson and acknowledged the foregoing Deed to be her deed and act.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

Seal of Notary. J. A? Walton, Notary Public.

Notary Public, My Commission Expires March 6, 1931.

Received for record January 5th, 1931, and recorded in Liber G.W.L.No.100, folio 568, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Deed is truly copied from Liber G.W.L.No.100, folio 568, one of the Land Records of Somerset County.

Seal of Court. Im testimony whereof I hereunto subscribe my name and affixed the seal of said Court this 12th day of January 1931.

J. Millard Tawes, 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:

Seal of Court. The State of Maryland, To George T. Miles, Minnie Miles, William H. Miles, Frederick G. 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 September next to answer the complaint of Paul 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 7th day of July Anno Domini 1930.

Issued the 26th, day of August Anno Domini 1930.

Per order: Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland To Blanche Price, Russell Price, Mary Bradshaw , John Bradshaw 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 Paul 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 7th day of July, Anno Domini 1930.

Issued the 26th day of August, Anno Domini 1930.

Per Order: Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Frances Miles, William Stevenson 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 Paul 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 7th day of July Anno Domini 1930.

Issued the 26th day of August Anno Domini 1930.

Per Order: Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland to Mary Mister, Tracy Mister, Annie Ward, Norris 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 September next to answer the complaint of Paul 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 7th day of July Anno Domini 1930.

Issued the 26th day of August Anno Domini 1930.

Per Order: Geo. W. Lawson, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, to Louise B. Miles, Elizabeth Long, Louise M. Massey, Carlton Massey of Somerset County, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appear beforethe Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in September next to answer the complaint of Paul 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 7th day of July Anno Domini 1930.

Issued the 26th day of August Anno Domini 1930.

Per Order: Geo. W. Lawson, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, to whom the writ aforesaid was, in form aforesaid delivered for services also came, and made return thereof to the Court here in the words following, to wit:

To the first of said writs:

Summoned severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

To the second of said writs:

Summoned and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

To the third of said writs:

Frances Miles summoned and copy of subpoena left with Frances Miles, infant defendant there being no partent or guardian in my bailiwick. William Stevenson summoned and copy

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of subpoena left with said William Stevenson there being no parent or guardian in my bailiwick.

A. L. Murrell, Sheriff.

To the fourth of said writs:

Summoned and copy of subpoena left with each defendant,

A. L. Murrell, Sheriff.

To the fifth of said writs:

Summoned and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

And thereupon in pursuance of the prayer of the foregoing bill, and by order of Court here the following order of publication was filed:

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|---|---|---|
| Paul Cullen | ) | No.4277 Chancery |
| Vs. | ) | In the Circuit Court |
| George T. Miles and others. | ) | For Somerset County. |
| | ) | |

The object of this suit is to procure a decree for the sale of certain real estate in Lawson's District, Somerset County, Maryland of which Isaac Miles, late of said county, de - ceased, died seized and possessed.

The bill states that the said Isaac Miles died seized an possessed of certain real estate in Lawson's District, Somerset County, Maryland, consisting of two tracts of land, one containing five acres, more or less, of cleared land, and the other twelve acres, more or less, of woodland, which were conveyed unto the said Isaac Miles in a deed of partition between the heirs of Thomas Miles of John, dated the 10th day of October, 1898, and recorded among the Land Records of said Somerset County, in Liber O.T.B.No.25, folio 177 etc., that the said Isaac Miles departed this life, intestate, in the year 1900, leaving no wife, child or descendants, but leaving surviving him as his only heirs at law the following, George T. Miles, a brother, who married Minnie Miles, William H. Miles, a brother, Frederick G. Miles, a brother who married Louise B. Miles, Elizabeth Long, a sister, John F. Miles a brother, who departed this life, intestate, since the death of the said Isaac Miles, leaving as his only heirs at law, Louise Massey, who married Carlton A. Massey, William T. Miles, a son who married Geneva Miles, Mary Mister, a daughter, who married Tracy Mister, Annie Ward, a daughter, who married Norris Ward, Blanche Price, a daughter, who married Russell Price, Frances Miles a daughter and Wm. M. Coulbourn, a son of Mary A. Coulbourn, who was a sister of the said Isaac Miles, and who departed this life before the death of the said Isaac Miles and Mary Bradshaw who married John Bradshaw, Benjamin Stevenson, Sarah Stevenson and William Stevenson, only children and heirs at law of Sadie Stevenson, a daughter of the said Mary A. Coulbourn, who departed this life in the year 1915, that the said William M. Coulbourn has been adjudiciated a bankrupt by the United States District Court for the District of Maryland, and the interest of the said William M. Coulbourn in said real estate has been conveyed by Henry J. Waters, Isaac Henry Hall and Gordon Tull, Trustee, of the said William M. Coulbourn, Bankrupt, unto the said Paul Cullen, the complainant, in this cause, by deed duly recorded among the Land Records of said Somerset County, that all the defendants in this cause are above the age of twenty-one years, except the said Frances Miles and William Stevenson, who are infants under the age of twenty-one years, that the said real estate is not susceptible of partition, without material loss and injury to the parties entitled to interests therein, that the said William T. Miles and Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson, are non-residents of the State of Maryland.

It is thereupon this 26th day of August, 1930, by the subscriber, Clerk of the Circuit Court for Somerset County, ordered that the complainant, 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 29th day of September 1930, give notice to the said William T. Miles and

Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson, non-resident defendants in this cause of the object and substance of the bill of complaint warning them, and each of them to be and appear in this Court in person or by solicitor on or before the 16th day of October, 1930, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. W. Lawson, Clerk.

And thereafter to wit on November 15th, 1930, a Petition, order appointing Guardian Ad Litem was filed:

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|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | 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 Frances Miles and William Stevenson, 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 complainant therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, in Equity, this 15th day of November, nineteen hundred and thirty, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Frances Miles and William Stevenson, 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:

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|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

The answer of Frances Miles and William Stevenson, 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 Paul Cullen 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 cannot 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 to wit: on the 15th day of November, in the year nineteen hundred and thirty, a Petition, decree pro confesso, and order to take testimony was filed:

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|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The petition of the complaint respectfully represents:

That the adult defendants, George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and Louise B. Miles his wife, Elizabeth Long, Louise Massey and Carlton A. Massey her husband, Mary Mister and Tracy Mister, her husband, Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price her husband, Mary Bradshaw and John Bradshaw her husband, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to said bill of complaint within the time prescribed by the rules of this Court, that the infant defendants, Frances Miles and William Stevenson have been duly summoned to appear to said bill of complaint and have answered said bill of complaint by guardian ad litem specially appointed by this Court, that the order of publication heretofore passed in this cause has been duly published according to its provisions, and that William T. Miles and Geneva Miles his wife, Benjamin Stevenson and Sarah Stevenson, non-resident adult defendants mentioned in said bill of complaint and in said order of publication, have failed to appear to said bill of complaint within the time prescribed by the rules of this Court.

The complainant therefore prays that the bill of complaint in this cause may be taken pro confesso against the said George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and Louise Miles his wife, Elizabeth Long, Louise Massey and Carlton A. Massey her husband, Mary Mister and Tracy Mister her husband, Annie Ward and Norris Ward, her husband Blanche Price and Russell Price, her husband, Mary Bradshaw and John Bradshaw, her husband, William T. Miles and Geneva Miles his wife, Benjamin Stevenson and Sarah Stevenson, non-appearing 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.

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|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others, | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

It appearing in the above entitled cause, that the adult defendants, George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and Louise B. Miles, his wife Elizabeth Long, Louise Massey and Carlton A. Massey her husband, Mary Mister and Tracy Mister, her husband, Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price, her husband, Mary Bradshaw and John Bradshaw her husband, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to said bill of complaint within the time prescribed by the rules of this Court, that the infant defendants have been duly summoned to appear to said bill of complaint and have answered said bill of complaint by guardian ad litem specially appointed by this Court, that the order of publication heretofore passed in this cause has been published according to its provisions, and that William T. Miles and Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson, non-resident adult defendants, mentioned in said bill of complaint and in said order of publication, have failed to appear to said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon this 15th day of November 1930, on the foregoing petition, ordered, adjudged 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 George T. Miles and Minnie Miles, his wife, William H. Miles, Frederick G. Miles and Louise B. Miles, his wife, Elizabeth Long, Louise Massey and Carlton A. Massey her husband, Mary Mister and Tracy Mister, her husband, Annie Ward and Norris Ward, her husband, Blanche Price and Russell Price, her husband, Mary Bradshaw and John Bradshaw, her husband, William T. Miles and Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson, non-appearing 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 25th day of May, in the year nineteen hundred and thirty-one, Edward P. Wyatt, 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:

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|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |
| | ) | |

In this cause, an order having been passed for testimony to be taken to support the allegations of the Bill, I, Edward P. Wyatt of Crisfield, Maryland, 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 23d day of May 1931, in Somerset County, aforesaid, I did take the following testimony to wit:

Paul Cullen, 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 Paul Cullen, my age is forty-six years, my residence, Crisfield, Somerset County, Maryland, and I am a dealer in coal, wood, building materials, etc.,

Int.2. Are you acquainted with the parties to this suit? If so, where do they reside?

Ans..I am the complainant in this cause, and as I have stated I reside in Crisfield, Maryland, I am acquainted with the defendants in this cause. They all reside in said Somerset County, Maryland, except the said William T. Miles and Geneva Miles, his wife, Benjamin Stevenson and Sarah Stevenson, who are non-residents of the State of Maryland.

Int.3. Were you acquainted with Isaac Miles, and if so, is he living ordead, and if dead, when did he die? Did he or not die intestate? Did he or not leave a widow? Who are his heirs at law and their ages?

Ans. I was acquainted with Isaac Miles. I have been reliably informed that he died in the year nineteen hundred and that he left no will. He left no widow, child or descendants, but left as his only heirs at law the following, namely, (a) George T. Miles, a brother, who married Minnie Miles, (b) William H. Miles, a brother, who is unmarried (c) Frederick G. Miles, a brother, who married Louise B. Miles (d) Elizabeth Long, a sister, who is a widow (e) John F. Miles, a brother , who departed this life intestate, since the death of the said Isaac Miles, leaving as his only heirs at law, the following namely (1) Louise Massey, a daughter, who married Carlton A. Massey (2) "William T. Miles, a son, who married Geneva Miles, (3) Mary Mister, a daughter, who married Tracy Mister (4) Annie Ward, a daughter who married Norris Ward (5) Blanche Price, a daughter married Russell Price, and (6) Frances

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Miles, a daughter, who is unmarried, and (f) William M. Coulbourn, a son of Mary A.Coulbourn, who was a sister of the said Isaac Miles and who departed this life before the death of the said Isaac Miles, and Sadie Stevenson, a daughter of the said Mary A. Coulbourn, and who departed this life, intestate, in the year nineteen hundred and fifteen, leaving Mary Bradshaw, a daughter, who married John Bradshaw, Benjamin Stevenson, a son, Sarah Stevenson, a daughter and William Stevenson, a son, as her only children and heirs at law. All the defendants are above the age of twenty-one years, except the said Frances Miles and William Stevenson, who are infants under the age of twenty-one years.

Int.4. Please state whether or not the said Isaac Miles was seized and possessed of any real estate in Somerset County, Maryland at the time of his death, and if so, where is it located? Describe it and give your opinion of its value?

Ans. The said Isaac Miles was seized and possessed at the time of his death of two parcels of land in Lawson's District, Somerset County, Maryland, which two parcels of land were conveyed unto the said Isaac Miles in a deed of partition between heirs at law of Thomas Miles of John dated the tenth day of October, eighteen hundred and ninety-eight, and recorded among the Land Records of said Somerset County in Liber O.T.B.No.25, folio 177 etc., One of said parcels of land contains nine acres and nine perches of cleared land, and the other contains eleven acres, three roods and twenty-three perches of woodland. I should think that the two tracts or parcels of land worth from one thousand to fifteen hundred dollars.

Int.5. In whom is the undivided interest of the said William M. Coulbourn in said real estate now vested and how did the same become so vested?

Ans. The said William M. Coulbourn was adjudicated a bankrupt by the United States District Court for the District of Maryland and Henry J. Waters, Isaac Henry Hall and Gordon Tull were appointed trustees in bankruptcy of the said William M. Coulbourn. I was the purchaser of the interest of the said William M. Coulbourn, bankrupt in said real estate at the sale made by the above mentioned trustees. The paper now shown me, marked Exhibit "WMC" is a certified copy of the deed conveying to me the undivided interest of the said William M.Coulbourn in said real estate by the trustees in bankruptcy as aforesaid.

Int.6. Please state what you know, if anything of a judgment dated the 24th day of November, 1924, in the Circuit Court for Somerset County, in favor of William L. Whittington against the defendant, William T. Miles for the sum of two hundred and forty dollars, which said judgtment has been assigned by the said William L. Whittington to William H. Miles, one of the defendants in this cause.

Ans. I am informed that there is such a judgment, but I do not know what, if anything has been paid thereon.

Int.7. Please state whether or not, in your opinion, the said real estate of which the said Isaac Miles died seized and possessed is susceptible of partition among the parties entitled to interests therein without material loss and injury to them? Give your opinion?

Ans. In my opinion the said real estate is not susceptible of partition among the parties entitled to interests therein without material loss and inury to them, and that in order to make a division of said interests it will be necessary that said real estate be sold and the proceeds divided among the parties entitled to interests therein, according to their respective interests. There are so many heirs, owning such different interests, that it is impossible to divide said real estate among the numerous heirs owning interests therein.

Ans. I know nothing further material to this cause, except that since this suit was begun the said Sarah Stevenson, one of the defendants in this cause, has conveyed to mer her interest in the real estate above mentioned. The paper now shown, me Marked Exhibit "SWS" is a certified copy of the deed to me from the said Sarah Stevenson, conveying said interest to me.

Witness: E. P. Wyatt. Paul Cullen

John W. Coulbourn, 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 John W. Coulbourn, my age is 79 years, my residence near Crisfield, Somerset County, Maryland. My business is farming.

Int.2. Are you acquainted with the parties to this suit?

Ans. I am acquainted with the complainant and with most of the defendants named in this suit, but I am not acquainted with all the defendants.

Int.3. Were you or not acquainted with Isaac Miles, and if so, is he living or dead, and if dead, when did he die? Did he or not leave a will? Didhe or not leave a widow? Who are his heirs at law?

Ans. I was acquainted with Isaad Miles, and he is dead, having died thirty years or more ago. He was never married and I have been informed that he left no will. The said Isaac Miles left as his only heirs at law, George T. Miles, a borther, who married Minnie Miles, William H. Miles, a brother, who is unmarried, Fred G. Miles, a brother, who married Louise Miles, Elizabeth Long, a sister, who is a widow, He also left a brother, John F.Miles, who died since the death of the said Isaac Miles, but I do not know how many children he left or their names. He also had a sister, Mary A. Coulbourn, who died before the death of the said Isaac Miles, Mary A. Coulbourn left two children, a son, William M. Coulbourn, and Sadie Stevenson, a daughter, who died since the death of the Isaac Miles and who I understand left no will. The said Sadie Stevenson left several children, namely, Mary Bradshaw, a daughter, who married John Bradshaw, Benjamin Stevenson, a son, Sarah Stevenson, a daughter, and Wm. Stevenson a son, All the defendants that I am acquainted with live in Somerset County, Maryland, except the said Benjamin Stevenson and Sarah Stevenson who, I understand, are not residents of the State of Maryland, and are all above the age of twenty-one years, except the said William Stevenson, who is a minor under that age.

Int.4. Please state whether or not the said Isaac Miles, at the time of his death, was seized and possessed of any real estate in Somerset County, Maryland, and if so, where is such real estate located? What in your opinion is the value of this real estate?

Ans. At the time of his death the said Isaac Miles owned two parcels of land in Lawson's District, Somerset County, Maryland, which were conveyed to the said Isaac Miles in a deed of partition betweem the heirs of his father, Thomas Miles of John, one of said parcels of land is cleared land and contains nine acres, more or less, and the other is woodland, and contains eleven acres, more or less. I should think the two parcels worth from $1,000.00 to $1,500.00.

Int.5. Please state whether or not in your opinion, the said real estate of which the said Isaac Miles died seized and possessed is susceptible of partition among the parties entitled to interest therein, without material loss and injury to them? Give your reasons for your opinion?

Ans. I do not consider the said real estate susceptible of partition among the 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 said real estate be sold and the proceeds divided among the parties entitled to interests therein according to their respective interests. There are so many heirs and only two pieces of property, and the heirs own so different interests, that it is impossibleto divide the property among them.

Court question.

Ans. I know nothing further.

Witness: E. P. Wyatt John W. Coulbourn

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Carlton A. Massey, 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 Carlton A. Massey, my age is 27 years, my residence Crisfield, Somerset County, Maryland, and I am an automobile dealer.

Int.2. Are you acquainted with the parties to this suit?

Ans. I am acquainted with the complainant, Paul Cullen, and with some of the defendants, but I am not acquainted with all the defendants.

Int.3. Were you or not acquainted with John F. Miles, who was a brother of Isaac Miles, late of Somerset County, deceased? If so, is he living or dead? If dead when did he die, and did he or not leave a will?

Who are his heirs at law and their ages, and where do they reside?

Ans. I never knew the said John F. Miles personally, but I married one of his daughters He died several years ago. I have always understood that he left no will. He left as his heirs at law the following children, Namely, Louise Massey, a daughter, who is my wife, William T. Miles, a son, who married Geneva Miles, Mary Mister, a daughter who married Tracy Mister, Annie Ward, a daughter, who married Norris Ward, Blanche Price, a daughter, who married Russell Price, and Frances Miles, a daughter, who is unmarried. They all reside in Somerset County, Maryland, except the said William T. Miles and Geneva Miles, his wife, who are non-residents of the State of Maryland, and Frances Miles is temporarily in Baltimore, Maryland, They are above the age of twenty-one years except the said Frances Miles, who is a minor under the age of twenty-one years.

Court's Question.

Ans. I know nothing further.

Witness: E. P. Wyatt  Carlton A. Massey

There being no further witnesses present to be examined, and at the suggestion of the Solicitor for the Complainant, the papers are herewith returned to Court, and I further certify the annexed bill of costs is correct.

Bill of Costs:

| | |
|---|---|
| Examiner | $4.00 |
| One witness | .75 |
| | $4.75 |

Witness my hand and seal.

Edward P. Wyatt, (SEAL)
Examiner in Chancery.

And thereafter to wit, on the 5th day of June, in the year nineteen hundred and thirty-one, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | In Equity: |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | For Somerset County |
| | ) | No.4277 Chancery. |

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

It is thereupon this 5th day of June, in the year nineteen hundred and thirty-one 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 proceeding 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 three 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 one year 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 afull 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 (an 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.

Robt. F. Duer, Judge.

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 Paul Cullen and Lorie C. Quinn, Sr., sureties, 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 three thousand dollars, cur rent money, to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of June, in the year nineteen hundred and thirty-one.

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 and property mentioned in the proceedings in the case of Paul Cullen against George T. Miles and others now pending in this 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 to be void, otherwise to be and remain in full force and virtue in law.

Witness:
R. C. Milbourn

Clarence P. Lankford (SEAL)

Paul Cullen (SEAL)

Lorie C. Quinn,Sr., (SEAL)

The above bond approved this 23rd day of June, in the year nineteen hundred and thirty-one.

J. Millard Tawes, Clerk.

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And thereafter to wit, on June 30th, 1931, 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:

| | | |
|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | 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 fifth day of June, in the year nineteen hundred and thirty-one, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond, with security for the faithful performance of his trust and after having complied with all the other requisites of the said decree, and giving twenty days notice of the time, place, manner and terms of sale by advertisement, in the "Crisfield Times," a newspaper published in said Somerset County, prior 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 twenty-seventh day of June, in the year nineteen hundred and thirty-one, 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 Isaac Miles, late of said Somerset County, deceased, died seized and possessed, in manner following, that is to say:

Your trustee first offered at public sale to the highest bidder, all that lot or parcel of land situate, lying and being in Lawson's District, Somerset County, in the State of Maryland, containing nine (9) acres and nine (9) perches of cleared land, more or less, which is laid down and described as Lot No.Four (4) Cleared land, on the plat filed with, and as a part of, a deed of partition between the heirs at law of Thomas Miles of John, bearing date the tenth day of October, in the year eighteen hundred and ninety-eight, and recorded among the Land Records of said Somerset County in Liber O.T.H.No.25, folio 177 etc., and is a part of the real estate conveyed unto the said Isaac Miles in the deed of partiion aforesaid, but only received a bid of Two Hundred and fifty dollars for said property and your trustee withdrew the same.

Your trustee next offered at public sale to the highest bidder, all that lot or parcel of land, situate, lying and being in said Lawson's District, County and State aforesaid, containing eleven (11) acres, three roods and twenty-three perches of Woodland, more or less, which is laid down and described as Lot No.Five (5) Woodland, on the aforesaid plat, filed with the deed of partition aforesaid, and is also a part of the real estate conveyed unto the said Isaac Miles in the deed of partiion aforesaid, but only received a bid of Sixteen Hundred and seventy-five dollars for said property, and your trustee withdrew said property.

Your trustee next offered at public sale to the highest bidder the two above described lots or parcels of land, as a whole, whereupon Paul Cullen, of said Somerset County, being the highest and best bidder therefor, as a whole, became the purchaser of both of said lots or parcels of land, at and for the sum of Twenty-five Hundred and fifteen dollars ($2,515.00) of which he paid the sum of Twelve Hundred and sixty-five dollars ($1,265.00) in cash and gave his bond secured to the satisfaction of your trustee, payable on the ratification of said sale by this Court.

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 30th day of June in the year nineteen hundred and thirty-one, 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.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 30th day of June, nineteen hundred and thirty-one, that the sales of property mentioned in these proceedings 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 4th day of August next; 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 1st day of August next.

The report states the amount of sales to be $2,515.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 2nd day of August, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Paul Cullen | ) | |
| Vs. | ) | No.4277 Chancery |
| George T. Miles and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

Ordered by the Circuit Court for Somerset County, this 2nd day of September, nineteen hundred and thirty-one, that the sales of property mentioned in these proceedings made and reported by Clarence P. Lankford, trustee appointed by a decree of this Court to make said sales, 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.

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. Millard Tawes ,Clerk.

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Clarence P. Lankford,
Ex Parte.

Trust created by mortgage from John William Nelson and Nealey A. Nelson, his wife, to the Bank of Crisfield, a body corporate.

No.4337 Chancery.

) Be it remembered that
) heretofore, to wit, on the
) 10th day of May, in the
) year nineteen hundred and
) thirty-one, a certain Clarence
) P. Lankford, of Somerset
) County and State of Maryland
) in his proper person, exhibit-
ed and filed in the Circuit Court here a certain mortgage executed and delivered to Bank of Crisfield by a certain John William Nelson and Nealey A. Nelson his wife, of said Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 2nd day of September in the year nineteen hundred and twenty, by John William Nelson and Nealey A. Nelson, his wife, of Somerset County, in the State of Maryland, Whereas the said John William Nelson and Nealey A. Nelson, 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 Three Hundred and Fifty Dollars ($350.00) which said sum the said "Bank of Crisfield," a body corporate as aforesaid, has advanced and loaned to the said John William Nelson and Nealey A. Nelson, his wife, to enable the said John William Nelson and Nealey A. Nelson his wife, to complete the purchase of the real estate hereinafter described this day conveyed unto the said John William Nelson and Nealey A. Nelson his wife, by John W. Lawson, and which said sum so advanced has been paid by the said the "Bank of Crisfield," a body corporate as aforesaid, on account of the purchase money for said real estate, and whereas, the said John William Nelson and Nealey A. Nelson, his wife, have executed and delivered unto the said the "Bank of Crisfield," a body corporate as aforesaid, their promissory note for said sum of Three Hundred and Fifty Dollars ($350.00 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 John William Nelson and Nealey A. Nelson, 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 John William Nelson and Nealey A. Nelson 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 Asbury District, Somerset County, in the State of Maryland, containing two and one-half acres of land, more or less, the same being all the real estate and premises conveyed unto the said John William Nelson and Nealey A. Nelson, his wife, by John W. Lawson 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 John W. Lawson by Levin Woolford, Trustee, Trustee by deed bearing date the fourteenth day of August, in the year eighteen hundred and seventy-three, and recorded among the said Land Records of Somerset County in Liber L.W.No.14, folio 231, 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.

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 aforesaid, the said John William Nelson and Nealey A. Nelson 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 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 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 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least three 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, 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 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 indebted-

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ness 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. John William Nelson (SEAL)

Fred N. Holland Nealey A. Nelson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 2nd day of September in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared John William Nelson and Nealey A. Nelson, 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.

Received for record 10th Sept. 1920, and recorded in Liber W.J.S.No.82, folio 134 &c, one of the Land Records of Somerset County.

Per: ,Clerk.

And thereupon the said Clarence P. Lankford, Attorney 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 William E. Daugherty, sureties, 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 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 and administrators, jointly and severally firmly by these presents sealed with our seals and dated this 15th day of May, in the year nineteen hundred and thirty-one.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from John William Nelson and Nealey A. Nelson his wife, to the "Bank of Crisfield," a body corporate, dated the 2nd day of September, nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.82, folio 134, 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 abive 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)

The above bond approved this 19th day of May, nineteen hundred and thirty-one,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 17th day of June, in the year nineteen hundred and thirty-one, 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.4337 Chancery |
| Trust created by mortgage from John William Nelson | ) | In the Circuit Court |
| and Nealey A. Nelson, his wife, to the Bank of | ) | For Somerset County. |
| Crisfield, a body corporate. | ) | |
| | ) | |

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.

The report of Clarence P. Lankford, Attorney under and by virtue of the power and authority contained in a mortgage from John William Nelson and Nealey A. Nelson, his wife, to the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, bearing date the second day of September, in the year nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.82, folio 134 etc, and duly authorized by said mortgage (default having occurred in the covenants and conditions of said mortgage), 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 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 said Somerset County, for 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 sixth day of June, in the year nineteen hundred and thirty-one, 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 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 being in Asbury District, Somerset County, in the State of Maryland, containing two and one-half acres of land, more or less, being the same and all the real estate and premises conveyed unto the said John William Nelson and Nealey A. Nelson, his wife, as tenants by the entireties, by John W. Lawson by deed bearing date the second day of September in the year nineteen hundred and twenty, and recorded among the said Land Records in Liber W.J.S.No.81, folio 250 etc, and is also all the real estate and premises conveyed unto the said John W. Nelson by Levin Woolford, Trustee by deed bearing date the fourteenth day of August, in the year eighteen hundred and seventy-three, and recorded among said Land Records in Liber L.W.No.14, folio 231, and is also fully described in said mortgage, whereupon the "Bank of Crisfield," a body corporate existing under the laws of Maryland, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of four hundred and fifty dollars ($450.00), and your Attorney has distributed the proceeds of said sale as follows:

| | | |
|---|---|---|
| To the whole amount of sales | | $450.00 |
| To costs and expenses: | | |
| To Clerk's fees, including record, | $10.50 | |
| " State and County taxes for years, 1927 and 1928, 1929 and 1930. | 26.54 | |
| " Auctioneer, | 3.00 | |
| " Solicitor, | 10.00 | |
| " Edward P. Wyatt, insurance endorsement | 2.00 | |
| " Advertising sale and order nisi, | 23.75 | |
| " Commissions | 35.50 | |

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| | | |
|---|---|---|
| Forwarded. | 111.29 | $450.00 |
| Balance of this fund to the Bank of Crisfield, a body corporate, mortgagee, on account of mortgage debt, per mortgage filed in this cause, | 338.71 | $450.00 |

Statement of mortgage debt due the Bank of Crisfield, a body corporate, per mortgage filed in this cause.

| | |
|---|---|
| Amount of mortgage debt | $350.00 |
| Interest and fire insurance premium | 69.03 |
| Total amount due June 6th, 1931 | $419.03 |
| Less allowance as above | 338.71 |
| Balance due the Bank of Crisfield, Mortgagee, | $ 80.32 |

And your attorney prays the ratification of his proceedings and of the sale by him made.

Respectfully submitted,

Clarence P. Lankford, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of June in the year nineteen hundred and thirty-one 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.

J. Millard Tawes, Clerk.

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

| | |
|---|---|
| Clarence P. Lankford,<br>Ex Parte.<br>Trust created by mortgage from John William Nelson and Nealey A. Nelson, his wife, to the Bank of Crisfield, a body corporate. | No.4337 Chancery,<br>In the Circuit Court<br>For Somerset County. |

Ordered by the Circuit Court for Somerset County, this 17th day of June, nineteen hundred and thirty-one, that the sale of property made and reported by Clarence P. Lankford, Attorney, named in a mortgage from John William Nelson and Nealey A. Nelson his wife, to the Bank of Crisfield, a body corporate, and the distribution of the proceeds of said sale by him made, 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, Maryland, once in each of three successive weeks before the 17th day of July next.

The report states the amount of sales to be $450.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 2nd day of September, in the year nineteen hundred and thirty-one comes again into Court here thesaid trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order, to wit:

| | |
|---|---|
| Clarence P. Lankford,<br>Ex parte.<br>Trust created by mortgage from John William Nelson and Nealey A. Nelson, his wife, to the Bank of Crisfield, a body corporate. | No.4337 Chancery<br>In the Circuit Court<br>For Somerset County. |

Ordered by the Circuit Court for Somerset County, in Equity, this 2nd day of September nineteen hundred and thirty-one, that the sale of property made and reported by Clarence P. Lankford, attorney named in a mortgage from John William Nelson and Nealey A. Nelson, his wife, to the Bank of Crisfield, a body corporate, and the distribution of the proceeds of said sale 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.

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. Millard Lawes ,Clerk.

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|---|---|
| Clarence P. Lankford, Ex parte.<br>Trust created by mortgage from the Trustees of Bennett Memorial Methodist Protestant Church of Somerset County, a religious corporation to the "Bank of Crisfield," a body corporate.<br>No.4342 Chancery. | Be it remembered that heretofore to wit, on the 12th day of June, in the year nineteen huudred and thirty-one, a certain Clarence P. Lankford, of Somerset County and State of Maryland in his proper person exhibited |

and filed in the Circuit Court here a certain mortgage executed and delivered to Bank of Crisfield, by a certain Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County, and State of Maryland , which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 24th day of April, in the year nineteen hundred and twenty, by the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County," a religious corporation existing under the laws of the State of Maryland.

Whereas the said the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County," a religious corporation as aforesaid, has this day borrowed from the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, the sum of One Thousand Dollars ($1000.00) and has executed and delivered unto the said the "Bank of Crisfield" a body corporate as aforesaid, its bill obligatory for said sum of One Thousand Dollars ($1000.00) 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 "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County" a religious corporation as aforesaid, 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 "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County," a religious corporation as aforesaid, 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 Asbury District, Somerset County, in the State of Maryland, on which stands the Bennett Methodist Protestant Church, the same being all the real estate and premises conveyed unto the said "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation as aforesaid, by Henry W. Nelson, wife, and others, by deed bearing date the seventh day of August, in the year eighteen hundred and ninety-nine, and recorded among the Land Records of Somerset County in Liber O.T.B.No.26, folio 470 etc., to which said deed and record special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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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, its successors 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, according to the tenor and effect of the said bill obligatory, and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges, of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County," a religious corporation as aforesaid, 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 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 commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdi ction 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 the said mortgagor does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Eight 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 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.

And this Mortgage further witnesseth, that the said the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County," a religious corporation as aforesaid, does hereby constitute and appoint Benjamin F. Sterling to be its attorney, for it and in its name and as and for its corporate act and deed, to acknowledge this mortgage before any person having

authority by the laws of the State of Maryland to take such acknowledgment to the intent that the same may be duly recorded.

As witness the signatures of Rev. Charles R. Dutton, the president, and Benjamin F.Sterling, the Secretary of the said the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County, a religious corporation as aforesaid, and a scroll seal with the name of the said the "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County" written thereon, which has been and is hereby adopted as and for its corporate seal the day and year aforesaid.

Witness:

Fred N. Holland

Test: Benj. F. Sterling,
Secretary.

Charles R. Dutton,
President of the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County."

( Trustees of Bennetts Memorial )
Methodist Protestant Church of )
( Somerset County.

( )

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of April, in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally Benjamin F. Sterling, the attorney named in the aforegoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the foregoing deed to be the act of the said the "Trustees of Bennetts Memorial Methodist Protestant Church of Somerset County," a religious corporation existing under the laws of the State of Maryland, and at the same time and place before me also personally appeared 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.

And thereupon the said Clarence P. Lankford, Attorney 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 William E. Daugherty, 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, executorsand administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 11th day of June, in the year nineteen Hundred and thirty-one.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from "The Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation existing under the laws of the State of Maryland, to the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, bearing date the twenty-fourth day of April, in the year nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.76, folio 574 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 do and shall well and faithfully perform the trust reposed in him by 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.

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Witness: Clarence P. Lankford (SEAL)

Warren F. Sterling (SEAL)

E. W. Riggin William E. Daugherty (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 12th day of June, nineteen hundred and thirty-one.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 30th day of June, in the year nineteen hundred and thirty-one, 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. Trust created by mortgage from the Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation, to the "Bank of Crisfield," a body corporate. | ) | No.4342 Chancery In the Circuit Court 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 and by virtue of the power and authority contained in a mortgage from "The Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation existing under the laws of the State of Maryland, to the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, bearing date the twenty-fourth day of April, in the year nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.76, folio 574 etc., and duly authorized by said mortgage (default having occurred in the covenants and conditions of said mortgage) 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 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 said Somerset County, for 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 twenty-seventh day of June, in the year nineteen hundred and thirty-one, at or about the hour of 2.30 p'clock P.M. and then and there proceeded to sell said real estate, being the real estate in said mortgage described and conveyed, of which said real estate your attorney caused a plat to be made by Gordon T. Whelton, Surveyor, and the said real estate divided into two lots or parcels, which said plat is herewith filed as a part of this report, 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, improved by the dwelling house known as the Bennett Memorial Church Parsonage, on the Easterly side of the County Road leading from George T. Cullen's store to Apes Hole Creek, fronting one hundred and two feet on said County Road, which is laid down and described as Lot No.One (1) on the aforesaid plat, the same being a part of the real estate described in said mortgage, and is also a part of the real estate and premises conveyed unto the said the "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation as aforesaid, by Henry W. Nelson, wife and others by deed bearing date the seventh day of August, in the year eighteen hundred and ninety-nine, and recorded among the said Land Records of Somerset County in Liber O.T.B.No.26, folio 470 etc, subject to a right of way, as appurtenant to Lot No.Two (2) laid down on said plat, over the twelve foot lane laid down on said plat, whereupon

"The Tawes Baking Company" 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 One Thousand Dollars ($1,000.00) all of which it has paid to your attorney in cash.

As the sale of the above described parcel of land fully satisfied the mortgage, debt interest and costs and expenses of sale, your attorney did not sell Lot No.Two (2) advertised for sale by your attorney and covered by said mortgage.

And your attorney has distributed the proceeds of said sale, as follows:

| | | | |
|---|---|---|---|
| To whole amount of sales---------- | | | $1,000.00. |
| By costs and expenses: | | | |
| Advertising sale and order nisi, $32.50 Auctioneer $3.00 | --- | $35.50 | |
| Surgeyor $5.00 Insurance permits | $2.00 | 7.00 | |
| Clerk's fees $10.50, Solicitor | 10.00 | 20.50 | |
| Commissions | | 72.00 | |
| Balance of this fund to the Bank of Crisfield, mortgagee, in full payment of its mortgage debt, per mortgage filed in this cause, | | 865.00 | $1,000.00 |

And your attorney prays the ratification of his said proceedings and of the distribution of the proceeds of said sale by him made.

Respectfully submitted,

Clarence P. Lankford, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of June, in the year nineteen hundred and thirty-one, 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.

J. Millard Tawes, Clerk.

PLAT:

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

| | | |
|---|---|---|
| Clarence P. Lankford, Ex parte. | ) | |
| | ) | |
| Trust created by mortgage from the "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation, to the "Bank of Crisfield," a body corporate. | ) | No.4342 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 30th day of June, nineteen hundred and thirty-one, that the sale of property, mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from the "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County, a religious corporation, to the "Bank of Crisfield," a body corporate, and the distribution of the proceeds of said sale by him made, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of August, next, 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 1st day of August nect.

The report states the amount of sales to be $1,000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 2nd day of September, in the year nineteen hundred and thirty-one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee as aforesaid the Court here passed the following order, to wit:

| | | |
|---|---|---|
| Clarence P. Lankford, Ex parte. | ) | |
| | ) | |
| Trust created by mortgage from the "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County, a religious corporation, to the "Bank of Crisfield," a body corporate. | ) | No.4342 Chancery |
| | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |
| | ) | |

Ordered by the Circuit Court for Somerset County, this 2nd day of September in the year nineteen hundred and thirty-one, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from the "Trustees of Bennett Memorial Methodist Protestant Church of Somerset County," a religious corporation, to the "Bank of Crisfield," a body corporate, and the distribution of the proceeds of said sale 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.

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. Millard Tawes, Clerk.

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

Farmers Bank of Somerset County,
a corporation, etc.,

Vs.

Coleman Garrison and Marie Garrison his wife,
Ola Cullen and Wade H. Cullen, her husband.
Julia G. Walter and Bartlett, Walter her husband, Guy W. Garrison and Mary Garrison his wife, children and heirs at law of Julia W. Garrison, decd.,

No.4226 Chancery.

) Be it remembered that heretofore, to wit, on the 26th day of February in the year nineteen hundred and thirty, a certain Farmers Bank of Somerset County, a corporation, by Gordon Tull, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Coleman Garrison and Marie Garrison, his wife, Ola Cullen and Wade H. Cullen, her husband, Julia G. Walter and Bartlett Walter, her husband, Guy W. Garrison and May Garrison, his wife, heirs at law of Julia W. Garrison, deceased, which said bill of complaint is in the words following, to wit:

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

Farmers Bank of Somerset County,
a Maryland corporation, etc.,

Vs.

Coleman Garrison and Marie Garrison, his wife,
Ola Cullen and Wade H. Cullen, her husband, Julia G. Walter and Bartlett Walter, her husband, Guy W. Garrison and May Garrison, his wife, heirs at law of Julia W. Garrison, deceased.

No.4226 Chancery
In the Circuit Court
For Somerset County.

To the Honorable the Judge of said Court:

Your orator, ~~wh~~ sues as well for itself as for all other creditors of Julia W. Garrison, late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, Complaining, says:

1. That the said Julia W. Garrison was, in her life time, and at the time of her death, indebted unto your orator, the Farmers Bank of Somerset County, a corporation, etc., as follows: for the following judgment and four promissory notes:

(a) On a judgment against her and Guy W. Garrison for $1571.37 debt, with $7.00 costs and $157.13 Collection fee, dated July 24th, 1924, with interest thereon from 6/24/28, being No.47 Appearances, July Term, 1924.

(b) And on a promissory note against her jointly with Guy W. Garrison, for $195.63 payable four months after date and dated April 30th, 1928.

(c) And on a promissory note executed jointly by her and Guy W. Garrison for $260.00 dated April 30th, 1928, and payable four months after date.

(d) And on a promissory note executed by herself alone for $50.00 dated October 6th,1928, and payable four months after date.

(e) And on a promissory note executed by herself alone for $100.00 dated Oct.15th, 1928, and payable four months after date.

And of which said judgment and notes are long over due and have never been paid, and are still owing to your orator, copies of which are herewith filed, as part hereof, marked Exhibits A.B.C.D. & E.

2. That the said Julia W. Garrison, being so indebted as aforesaid unto your orator, and unto other persons, and having real estate, but no personal property, departed this life,

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intestate, sometime in November 1928, leaving no husband, but leaving the following Children surviving her as her heirs at law, viz:

(a) Coleman Garrison who has intermarried with Marie Garrison, both of full age and reside in Newark, N.J.

(b) Ola Cullen who intermarried with Wade H. Cullen, both of full age and reside in Somerset County, Md.,

(c) Julia G. Walter who intermarried with Bartlett Walter, both of full age and reside in Somerset County, Md.,

(d) And Guy W. Garrison, who intermarried with May Garrison, both of full age and reside in Somerset County, Md.,

3. That the said Julia W. Garrison left no personal property of any amount at the time of her death and there was no administration on her estate, and your orator is advised and believes that what little personal property the said Julia W. Garrison had at the time of her death, if any, was insufficient for the payment of all her just debts, due and owing by her at the time of her death and your orator and other creditors are entitled to have their claims paid out of the real estate of said deceased in the hands of her heirs aforesaid.

4. That the said Julia W. Garrison, deceased, left a tract of arable land in Lawsons District, Somerset County, known as the the Home Place of said Julia, containing about 20 acres of land, more or less, and is a part of the John C. Horsey Tract of land, bounded on the north by the lands of C. J. Hill, on the east by that of Guy W. Garrison, on the south by that of the Farmers Bank and G. P. Parsons, and on the west by that of J.H. Shockley

Also a tract of woodland consisting of about 12 acres, more or less in said Lawsons District, south of the Coulbourne Farm and being a part of the J.C. Horsey woodlands.

To the end therefore.

(1) That the real estate of the said Julia W. Garrison, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orator and those of the other unsatisfied creditors of said deceased.

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

May it please your honor to grant unto your orator the order of publication giving notice to the said Coleman Garrison and Marie Garrison his wife, both of full age and are non-residents of the State of Maryland, and now reside in the State of New Jersey, of the object and substance 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 writs of subpoena directed to the said Ola Cullen and Wade H. Cullen her husband, Julia G. Walter and Bartlett Walter, her husband, and Guy W. Garrison and May Garrison his wife, all of full age and residing 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 show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Gordon Tull,
Solicitor for Complainant.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

In the Circuit Court for Somerset County No.47 Apprs. July Term, 1924.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | Short copy of Judgt.No.47 Apprs. |
| Vs. | ) | Damages $1571.37 |
| Guy W. Garrison and Julia W. Garrison | ) | Costs. 7.00 |
| | | Collection fee 157.13 |

Exemption waived.

Judgment 24th July, Interest from date.

Test: W. Jerome Sterling, Clerk.

Exhibit "B" referred to in the foregoing Bill as follows:

No.16912 Marion Station, Md., April 30th, 1928.

Four months after date we promise to pay to the order of The Farmers Bank of Somerset County the sum of One Hundred Ninety-five and 63/100 dollars at the Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum and any interest that may be due thereon 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.

Guy W. Garrison

$195.63. Julia W. Garrison

Exhibit "C" referred to in the foregoing Bill as follows:

Marion Station, Md., April 30th,1928.

Four months after date we promise to pay to the order of The Farmers Bank of Somerset County the sum of Two Hundred Sixty and no/100 dollars at the Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum and any interest that may be due thereon 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.

Guy W. Garrison

$260.00 Julia W. Garrison

Exhibit "D" referred to in the foregoing Bill as follows:

Marion Station, Md., Oct.6th, 1928.

Four months after date I promise to pay to the order of the sum of Fifty dollars at The Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum and any interest that may be due thereon 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.

$50.00 Julia W. Garrison

Exhibit "E" referred to in the foregoing Bill as follows:

Marion Station, Md., Oct.15th, 1928.

Four months after date I promise to pay to the order of The Farmers Bank of Somerset County the sum of One Hundred Dollars at The Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above

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sum and any interest that may be due thereon 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.

$100.00 Julia W. Garrison.

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 Guy W. Garrison, May Garrison of Somerset County, Greeting:

Seal of Court. 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 Farmers Bank of Somerset County, 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 6th day of January Anno Domini 1930.

Issued the 26th day of February, Anno Domini 1930.

Per Order:

Geo. W. Lawson, Clerk.

At which said first Monday in March, in the year nineteen hundred and thirty, 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, Alonzo L. Murrell, 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,

A. L. Murrell, Sheriff.

And thereafter to wit on February 26th, 1930, the following Answer and Voluntary Appearance of Coleman Garrison and wife, Ola Cullen and husband, Julia G. Walter and husband was filed.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland Corporation etc., | ) | |
| Vs. | ) | No.4226 Chancery |
| Coleman Garrison and Marie Garrison, his wife, Ola Cullen and Wade H. Cullen, her husband, Julia G. Walter and Bartlett Walter, her husband, Guy W. Garrison and May Garrison, his wife, heirs at law of Julia W. Garrison, deceased. | ) | In the Circuit Court For Somerset County. |

To the Honorable the Judge of said Court:

The answer of Coleman Garrison and Marie Garrison, and others heirs at law of Julia W. Garrison, deceased, respectfully shows:

That to save costs and an order of publication they are willing to come voluntarily into Cout, and submit to whatever decree the Court chooses to pass in this case, we do come voluntarily into Court and requests the Clerk to enter their voluntarily appearance in answer to the bill of complaint without being formally summoned.

Respectfully submitted.

Test: W.C. Garrison — J. Coleman H.Garrison (SEAL)

Test: C. W. Garrison — Marie Garrison (SEAL)

Test: E. A. Robinson — Ola Cullen (SEAL)

Test: E. A. Robinson — W.H. Cullen (SEAL)

Test: E. A. Robinson — Julia G. Walter (SEAL)

Test: E. A. Robinson — Bartlett T. Walter (SEAL)

Test:

Test:

And thereafter to wit on March 21st, 1930, the Petition, Decree Pro Confesso and order to take testimony was filed:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland Corporation. | ) | |
| | ) | No.4226 Chancery |
| Vs. | ) | In the Circuit Court |
| Coleman Garrison and Marie Garrison, his wife, Ola Cullen and Wade H. Cullen, her husband, Julia G. Walter and Bartlett Walter her husband, Guy W. Garrison and May Garrison his wife, Children and heirs at law of Julia W. Garrison, deceased. | ) | For Somerset County. |
| | ) | |
| | ) | |

To the Honorable the Judge of said Court.

The petition of the complainants in this case respectfully represents:

That all the defendants in this case have entered a voluntary appearance and answered submitting their rights to the protection of the Court, except Guy W. Garrison and May Garrison, his wife, and they have been duly returned summoned by the sheriff to the term beginning on the first Monday in March 1930.

That more than fifteen days have elapsed since the said return day and none of the defendants have filed an answer to the said bill of complaint, Except however, the answer, as aforesaid, enteringa voluntary appearance of part of the defendants. Complainant therefore prays a decree pro-confesso against the said defendants, so in default, and an order to take testimony.

Respectfully submitted.

Gordon Tull,
Solicitor for Complainant.

Upon the foregoing petition of Complainant, upon examination of the proceedings herein, it appearing that all the defendants have been duly summoned or have entered their voluntary appearance in this cause, and have failed to file their answers within the time limited by the rules of this Court.

It is thereupon this 22nd day of March, 1930, by the Circuit Court for Somerset County, in Equity, adjudged ordered and decreed that the Bill of Complaint be, and the same is hereby taken pro confesso against all the said defendants, so in default and especially against Guy W. Garrison and May Garrison his wife, who have filed no answer at all.

And it is further ordered 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 to wit, on the 26th day of March, in the year nineteen hundred and thirty, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| Farmers Bank etc., | ) | No.4226 Chancery |
| Vs. | ) | In the Circuit Court |
| Coleman Garrison 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 Tuesday, March 25, 1930, I did take the following depositions, that is to say:

Edwin A. Robinson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edwin A. Robinson, age 38 years, residence, Marion, Md., occupation, Cashier Farmers Bank of Somerset County.

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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 for over thirty-two years.

Int.3. Is Julia W. Garrison living or dead? If dead, when did she die and what property, if any, did she leave?

Ans. She is dead and died in November 1928. She left no will and no personal property. There was no administration on her estate, but she left real estate located at Marion, Somerset County, Maryland, and I value it at about $2500.00. It consists of 19 acres of tillable land, with dwelling and out buildings, and 12 acres of wood land.

Int.4. What debts, if any did, she owe when she died?

Ans. Judgment to the Farmers Bank, amount $1571.37 with $7.00 costs, $157.13 Collection fee, dated July 24, 1924, with interest thereon from June 24, 1928. Promissory note against her jointly with Guy W. Garrison for $195.63, payable four months after date, dated April 30, 1928. Promissory note jointly against her and Guy W. Garrison for $260.00 dated April 30, 1928, payable four months after date. Promissory note executed by herself alone for $50.00, dated Oct.6, 1928, payable four months after date. Promissory note executed by herself alone for $100.00 dated Oct.15, 1928, payable four months after date. All of which said judgment and notes are long over due and have never been paid, and are still owing.

Int.5. Who are the heirs of Julia W. Garrison and where do they reside?

Ans. Coleman Garrison, who intermarried with Marie Garrison, both of full age, and reside at Newark, N.J. Ola Cullen who intermarried with Wade H. Cullen, both of full age, and reside in Somerset County, Maryland, Julia G. Walter, who intermarried with Barlett Waller, both of full age and reside in Somerset County, and Guy W. Garrison, who intermarried with May Garrison, both of full age and reside in Somerset County.

Int.6. What personal property, if any, did Julia W. Garrison leave?

Ans. She left some personal property worth $100 or $200 but her personal property as a whole was insufficient to pay her debts, and there was no administration on her estate.

Court question and aswer:

Test: Edwin A. Robinson

I, Henry Hall, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. I, Henry Hall, age 68 years, residence, Marion, Md., occupation, farmer.

Int.2. Do you know the parties to this suit, and if so, how long have you known them.

Ans. I have known them from childhood.

Int.3. Is Julia W. Garrison living or dead? If dead, when did she die and what property if any, did she leave?

Ans. She has been dead about a year and a half. I have understood that she left no will. She left a house and farm. It is located near Marion and is worth about $2500.00.

Int.4. What personal property, if any, did she leave?

Ans. I have understood that she did not leave any personal property. If she left any, it was insufficient to pay her debts.

Int.5. What debts did she owe?

Ans. A judgment against she and Guy W. Garrison for $1571.37, with $7.00 costs and $157.13 Collection fee, dated July 24, 1924, with interest thereon from 6-24-28 being No.47 Appearances, July Term, 1924. A promissory note against her jointly with Guy W. Garrison for $195.63 payable four months after date, and dated April 30, 1928, a promissory note executed jointly by her and Guy W. Garrison for $260.00 dated April 30, 1928, and payable four months after date, and on a promissory note executed by herself alone for $50.00 dated Oct.6, 1928, payable four months after date, and on a promissory note executed by herself alone for $100.00, dated Oct.15, 1928, payable four months after date.

Int.6. To whom was this indebtedness owing and state whether or not it has ever been paid?

Ans. It was all owing to the Farmers Bank and has never been paid.

Int.7. What heirs at law did Mrs. Garrison leave?

Ans. Coleman Garrison, who intermarried with Marie Garrison and who resides in Newark, N.J. Ola Cullen who intermarried with Wade H. Cullen, both of full age, and reside in Somerset County, Julia G. Walter, who intermarried with Bartlett Walter, both of full age, and reside in Somerset County, Guy W. Garrison, who intermarried with May Garrison, both of full age, and reside in Somerset County.

Int.8. Do you think the real estate should be sold to pay this debt. If so, why do you think so?

Ans. I do think it should be sold, because the personal property was insufficient to pay her debts and there are no other means of paying it.

Court question and answer:

"No."

Test: Harry C. Dashiell, Examiner. I. Henry Hall

Plaintiff's solicitor herewith files to be used as evidence in this cause, short copy of judgment and notes referred to in testimony marked Exhibits "A", "B", "C," "D," and "E".

There being no further witnesses produced to me to be examined, I herewith at the request of the Plaintiff's solicitor, return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is corr ect.

Given under my hand and seal this 25th day of March 1930.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | |
|---|---|
| Harry C. Dashiell, Examiner | $4.00 |
| Edwin A. Robinson, Witness & Mileage | 1.39 |
| I.Henry Hall " " " | 1.39 |
| | $6.78 |

And thereafter to wit, on the 3rd day of May, in the year nineteen hundred and thirty, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a corporation, etc., | ) | |
| | ) | In Equity in the Circuit |
| Vs. | ) | Court for Somerset County |
| Coleman Garrison, et als., children and heirs at law of Julia W. Garrison, decd., | ) | No.4226 Chancery |
| | ) | |

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

It is thereupon this 3rd day of May, in the year nineteen hundred and thirty, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned, in the above entitled cause, being No.4226 Chancery, in this Court, be sold.

That Gordon Tull be, and he is hereby appointed trustee to make such sale, the course and manner of his proceeding 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 Five Thousand dollars, if undividual 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 of decree in the premises, he shall then proceed to make sale of

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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 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 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 is directed to give notice to the creditors of the said Julia W. Garrison, decd., 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.

Robt. F. Duer, Judge.

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 E. T. Landon and I. Henry Hall sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars ($5000.00) current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors 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 thirty.

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 real estate mentioned in the proceedings in the case of The Farmers Bank of Somerset County, a corporation, Vs. Coleman Garrison, et. Als., children and heirs at law of Julia W. Garrison, decd., the same being No.4226 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 order, 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 our hands and seals the day and year aforesaid.

Test:

E. A. Robinson

Gordon Tull (SEAL)

E. T. Landon (SEAL)

I. Henry Hall (SEAL)

Which said bond was thus thereon endorsed, to wit:

Trustees Bond approved,

Geo. W. Lawson, Clerk.

And thereafter, to wit, on the 9th day of June, in the year nineteen hundred and thirty, 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | |
| Vs. | | No.4226 Chancery |
| | ) | |
| Coleman Garrison et als., heirs at law of Julia W. Garrison, decd., | ) | In the Circuit Court |
| | | For Somerset County. |
| | ) | |

To the Honorable the Judge of said Court:

The report of Gordon Tull, trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 3rd day of May 1930, to make sale of certain real estate therein mentioned respectfully represents,

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Crisfield Times, a weekly newspaper printed and published in Somerset County, for at least three successive weeks and more than twenty one days before the said sale, he did pursuant to said notice, attend in front of the Farmers Bank, at Marion Station, Maryland, at three o'clock P.M., on Saturday the 7th day of June 1930, and then and there proceeded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentiones in said decree, situated in Somerset County, on the suburbs of and near Marion Station, and described as follows:

1st. All that home place of the late Julia W. Garrison, where she resided at the time of her death, consisting of about 20 acres of land, improved by a dwelling house and out buildings, and bounded on the north by the property of C.J. Hill, on the east by that of Guy W. Garrison on the north by that of the Farmers Bank and Geo. W. Parsons and on the west by J.H. Shockley.

2nd. All that tract of woodland located near Marion Station, Md., near the woodland of Mrs. Marion Handy and owned by said Julia W. Garrison at the time of her death, consisting of about 12 acres, more or less and being the same or part of the same land conveyed to said Julia W. Garrison by deed from Mary M. Horsey dated June 25th, 1883, and recorded in Liber B.F.L. No.6, folio 205.

Said lots of land being a part of the John C. Horsey tract

And your trustee sold the property described above as Lot.No.1, to the Farmers Bank of Somerset County, at and for the sum of fifteen hundred and ten dollars ($1510.00)

And also sold the property described above as Lot No.2 to Edward R. Coulbourn, at and for the sum of Five Hundred and five Dollars ($505.00) the two said purchasers being then and there the highest and best bidders for the said two respective lots, and the said two purchasers have both complied with the terms of said sale.

Respectfully submitted,

Gordon Tull, Trustee.

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State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of June, 1930, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the trustee mentioned in this report, and made oath in due form of law that the matters and things set forth in the above report are true, and that the sale was fairly made.

Geo. W. Lawson,
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:

Gordon Tull, Solicitor.

ORDER NISI.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | No.4226 Chancery |
| Vs. | ) | In the Circuit Court |
| Coleman Garrison et als., heirs at law of Julia W. Garrison, decd., | ) | For Somerset County. |

Ordered by the Circuit Court for Somerset County, that the sale of the property mentioned in these proceedings, made and reported by Gordon Tull, Trustee, appointed by a decree of this Court in the proceedings in the said No.4226 Chancery to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of July next; 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 8th day of July next.

The report states the amount of sales to be $2015.00.

Geo. W. Lawson, Clerk.

And now at this day, to wit, on the 4th day of September, in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland Corporation. | ) | |
| | ) | No.4226 Chancery |
| Vs. | ) | In the Circuit Court |
| Coleman Garrison, et als., heirs at law of Julia W. Garrison, decd., | ) | For Somerset County. |
| | ) | |

Ordered by the Circuit Court for Somerset County, this 4th day of September 1931, 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: J. Millard Lawes ,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 September being the 7th day of the same month, in the year of our Lord one thousand nine hundred and thirty-one.

Were present, Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso. Judge.
Hon. Robert F. Duer, Asso. Judge.
Luther Daugherty, Esq., Sheriff. J. Millard Tawes, Clerk.

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

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

| | |
|---|---|
| John A. Bradshaw<br>Vs.<br>Hubbard Morgan and Maggie Morgan, his wife,<br>Wm. Arza Morgan and Nettie Morgan, his wife,<br>Manie Harris and Moulder Harris, her husband,<br>John MCDorman and Minnie Dize and Harley Dize<br>her husband, John McDorman and Eva McDorman<br>his wife, and Eva McDorman<br>No.4305 Chancery. | Be it remembered that heretofore, to wit, on the 23rd day of January, in the year nineteen hundred and thirty-one, a certain John A. Bradshaw by L. Creston Beauchamp, his solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Hubbard Morgan and Maggie Morgan his wife, Wm. Arza Morgan and |

Nettie Morgan, his wife, ManieHarris and Moulder Harris, her husband, John McDorman and Minnie Dize and Harley Dize her husband, John McDorman and Eva McDorman, his wife, and Eva McDorman which said bill of complaint is in the words following, to wit:

.....

| | |
|---|---|
| John A. Bradshaw<br>Vs.<br>Hubbard Morgan and Maggie Morgan, his wife,<br>William Arza Morgan and Nettie Morgan, his wife,<br>Manie Harris and Moulder Harris, her husband,,<br>John McDorman, Minnie Dize and Harley Dize, her<br>husband, John McDorman, Jr., and Eva McDorman,<br>his wife, and Eva McDorman. | No.4305 Chancery<br>In the Circuit Court<br>For Somerset County,<br>Maryland. |

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

The bill of complaint of John A. Bradshaw, of Somerset County, Maryland, who sues as well for himself as for all other creditors of John R. Morgan, late of said Somerset County, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

1. That your orator is an undertaker, and as such furnished a coffin and incurred other necessary expenses in the burial of the said John R. Morgan, which said funeral expenses amounted to one hundred and sixty dollars, and upon which there has been a credit of twelve dollars, leaving due on said account one hundred and forty-eight dollars, as will more fully appear by reference to account hereof, filed as a part of this bill.

2. And that the said John R. Morgan, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of any value, but having real estate of considerable value in Lawson Election District, Somerset County, Maryland, containing

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¼ acres, more or less, which was conveyed to him by Thomas S. Hodson and wife by deed dated the 5th of June, 1886, recorded among the land records of said Somerset County in Liber H.F. L.No.4, folio 280 departed this life on or about the thirteenth day of January, 1930, intestate leaving surviving him as his only heirs at law, the following children, all of whom are adults;

Hubbard Morgan and Maggie Morgan, his wife, William Arza Morgan and Nettie Morgan, his wife, all of Somerset County, Maryland.

Manie Harris and Moulder Harris, her husband, of Jersey City, N.J.

John McDorman, Minnie Dize and Harley Dize, her husband, John McDorman, Jr., and Eva McDorman, his wife, and Eva McDorman, widower and children of Daisey McDorman, a deceased daughter of the said John R. Morgan all of Somerset County, Md.,

3. Your orator further charges that no administration was ever had on the personal estate of the said John R. Morgan and that the same is not sufficient to pay the costs of administration and the debts due and owing by the said John R. Morgan at the time of his death,and your orator is advised that his claim, being for funeral expenses and not exceeding the sum of three hundred dollars, is to be considered under the law as a debt of the said decedent, and that your orator is entitled to have the real estate of the decedent sold for the payment of his claim and of the claims of the other creditors of said deceased, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the end, therefore,

A. That the said defendants may answer the several matters and things hereinbefore set forth.

B. That the aforesaid real estate or so much thereof as may be neccessary, may be decreed to be sold for the payment of the aforesaid debt of your orator and of the other creditors of the deceased.

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 Manie Harris and Moulder Harris, her husband, who are non-residents of the state of Maryland, and supposed to be residents of New Jersey, of the object and substance 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 be passed as prayed, and also the writ of the state of Maryland of subpoena, directed to the said Hubbard Morgan and Maggie Morgan, his wife, William Arza Morgan and Nettie Morgan, his wife, John McDorman, Minnie Dize and Harley Dize, her husband, John McDorman, Jr., and Eva McDorman, his wife, and Eva McDorman, all adults and all residents of Somerset County, Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor, 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.,

L. Creston Beauchamp,
Solicitor for complainant.

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:

Seal of Court.

The State of Maryland, To Minnie Dize, Harley Dize, John McDorman,Jr., Eva McDorman, Eva McDorman 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 John A. Bradshaw 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 1931.

Issued the 23rd day of January Anno Domini 1931.

Per Order,

J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Hubbard Morgan, Maggie Morgan, William Arza Morgan, Nettie Morgan, John McDorman 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 John A. Bradshaw 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 1931.

Issued the 23rd day of January Anno Domini 1931.

Per Order, J. Millard Tawes, Clerk.

At which said first Monday in February, in the year nineteen hundred and thirty-one, 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 severley and copy left with each defendant,

Luther Daugherty, Sheriff.

To second of said writs:

Summoned severley and copy left with each 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 filed, to wit:

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | |
| Hubbard Morgan and Maggie Morgan, his wife, | ) | No.4305 Chancery |
| Wm. Arza Morgan and Nettie Morgan, his wife, | ) | In the Circuit Court |
| Manie Harris and Moulder Harris, her husband, | ) | For Somerset County, |
| John Mc Dorman, Minnie Dize and Harley Dize, | ) | Maryland. |
| her husband, John McDorman and Eva McDorman | ) | |
| his wife, and Eva McDorman. | ) | |
| | ) | |

The object of this suit is to procure the sale of certain real estate in Lawsons Election District, Somerset County, Maryland, of which John R. Morgan died seized and possessed.

The bill alleges that the said John R. Morgan departed this life, intestate, on or about the 13th of January 1930, leaving no personal estate of any value, but leaving real estate of considerable value in Lawson Election District, Somerset County, Maryland, that the plaintiff is an undertaker, and as such furnished a coffin and incurred other necessary expenses in the burial of the said John R. Morgan, amounting to $148; that the said John R. Morgan left surviving him as his only heirs at law the following children, all adults, a son, Hubbard Morgan, and Maggie Morgan, his wife, a son, Wm. Arza Morgan and Nettie Morgan, his wife, and John McDorman, Minnie Dize and Harley Dize, her husband, John McDorman,Jr., and Eva McDorman, his wife, and Eva McDorman, widower and children of a deceased daughter, Daisy McDorman, all of said Somerset County, and Manie Harris and Moulder Harris, her husband, of Jersey City, N.J.

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that no administration was ever had on the personal estate of the said John R. Morgan, and that said personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said John R. Morgan at the time of his death, that the said Wm. Morgan, Maggie Morgan, Wm. Arza Morgan, Nettie Morgan, John McDorman, Minnie Dize, Harley Dize, John McDorman, Jr., Eva McDorman and Eva McDorman are all adults and reside in Somerset County, Maryland, and that Manie Harris and Moulder Harris, her husband, are non-residents of the state of Maryland, and are supposed to reside in the State of New Jersey.

It is thereupon this 23rd day of January 1931, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiff by causing a copy of this order to be published in some newspaper published in said Somerset County, once in each of four successive weeks before the 26th of February 1931, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 15th of March, 1931, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

And thereafter to wit, on May 15th, 1931, the following Pro Confesso and Order to take testimony was filed:

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No.4305 Chancery |
| Hubbard Morgan and Maggie Morgan, his wife, | ) | In the Circuit Court |
| and others. | ) | For Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that the order of publication issued therein has been duly published in the Eastern Shore Republican, a newspaper printed in Somerset County, Maryland, as prescribed by said order, and the defendants, Hubbard Morgan and Maggie Morgan, his wife, William Arza Morgan and Nettie Morgan, his wife, John McDorman Minnie Dize and Harley Dize, her husband, John McDorman, Jr., and Eva McDorman, his wife, and Eva McDorman have been duly summoned to appear to the bill of complaint, and that all of said defendants have failed to appear in person or by solicitor and answer said bill of complaint filed against them.

It is thereupon this 13th day of May 1931, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the 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 in support of the allegations of said bill.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 15th day of May, in the year nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No.4305 Chancery |
| Hubbard Morgan et als., | ) | In the Circuit Court |
| | ) | 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 Friday, May 15, 1931, I did take the following depositions, that is to say:

John A. Bradshaw, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. John A. Bradshaw, age 51 years, residence Crisfield, Maryland, 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 am the plaintiff and I know all of the defendants. The defendants all reside in Somerset County, Maryland, except Manie Harris and Moulder Harris, her husband, who are non-residents of the State of Maryland and live at Jersey City, in the State of New Jersey. I have known the defendants for several years.

Int.3. Did you know John Morgan in his lifetime? If yea, is he living or dead? If dead, when did he die and who are his heirs at law? Did he or not die intestate?

Ans. I did know John R. Morgan. He is dead and died about January 13th, 1930. He left no last will and testament and his heirs at law are, Hubbard Morgan, a son, who intermarried with Maggie Morgan, William Arza Morgan, a son, who intermarried with Nettie Morgan, Manie Harris, a daughter, who intermarried with Moulder Harris, John McDorman, Minnie Dize and Harley Dize, her husband, John McDorman, Jr., and Eva McDorman, his wife, and Eva McDorman, who are the husband and children of Daisey McDorman, a deceased daughter of John R. Morgan, Eva McDorman, the grand daughter of John R. Morgan, has died since the institution of this suit. All of these parties are more than 21 years of age.

Int.4. What if any real estate and personal property did John R. Morgan leave?

Ans. He left no personal property of any kind, and no administration thereon has ever been granted, but he did leave a house and lot, in Lawson's District, containing 3/4 of an acre, more or less, which was conveyed to him by Thomas S. Hodson and wife. This property is worth about $200.00

Int.5. State what indebtedness was due you from the estate of said John R. Morgan?

Ans. He owed me $148.00 for casket, embalming, furnishing the vault and opening the grave. No part of this amount has ever been paid.

I mean this amount is for the funeral expenses of John R. Morgan.

Court question and answer:

"Nothing further,"

Test: Harry C. Dashiell, Exm., John A. Bradshaw

Hubbard Morgan, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Hubbard Morgan, age 37 years, residence Crisfield, Md., occupation, Waterman.

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

Ans. I know all the parties to this suit. I have known Mr. Bradshaw for a number of years and the defendants I have known all of their lives, since they are the members of my father family.

Int.3. Did you know John R. Morgan? If yea, is he living or dead. If dead, when did he die and who are his heirs at law. Did he die intestate?

Ans. I did know John R. Morgan. He was my father. He died in January, 1930, intestate, and his heirs at law are, Hubbard Morgan, myself, who married Maggie Morgan, William Arza Morgan who married Nettie Morgan, Manie Harris who married Moulder Harris, another daughter Daisey McDorman, who died before my father, leaving a husband John McDorman, a daughter Minnie Dize, who married Harley Dize, a son, John McDorman, Jr., who married Eva McDorman, and a daughter, Eva McDorman, who has died since this suit was brought.

Int.4. State what, if any, property he owned at the time of his death and if any administration has ever been taken out on his estate.

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And. He left no personal propefty of any kind and no administration has ever been granted He left a house and lot in Lawson's District, which he got from Mr. Thos. S. Hodson and wife, containing about 3/4 of an acre of land, and is worth about $200.00.

Int.5. State, if you know, what indebtedness your father's estate, owes.

Ans. The funeral bill to Mr. Bradshaw, the undertaker, on which there is now due $148.00

Court question and answer:

"All of the defendants live in Somerset County, Maryland, except my sister, Manie Harris and her husband, who live in New Jersey.

Test: Harry C. Dashiell, Exm., Hubbard Morgan

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 May, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)

Bill of Costs:

Harry C. Dashiell, Examiner $4.00

And thereafter, to wit, on the 17th day of June, in the year nineteen hundred and thirty-one the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No.4305 Chancery |
| Hubbard Morgan and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | | Maryland. |

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

It is thereupon this 16th day of June, 1931, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that L. Creston Beauchamp be and he is hereby appointed trustee to make such sale, the course and manner of his proceedings to be as follows: He shall first file in the office of the Clerk of the Circuit Court for said Somerset County a bond to the State of Maryland, executed by himself and sureties to be approved by the said Clerk, in the penalty of one thousand dollars, conditioned upon the faithful performance of the trust reposed in him by by this decree or that may be reposed in him by and further decree or order in the premises, he shall then proceed to make sale of said real estate after having given at least twenty days previous notice inserted in some newspaper printed in said Somerset County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be, cash, on the day of sale.

And as soon as convenient after any such sale, 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 fairness of such sale annexed. And on the ratification of such sale by this Court and on the payment of the whole purchase money and not before the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser of said property, his heirs and assigns, the property so sold, free, clear and discharged of all claims of the parties to this case, and of any persons claiming by, through or under them. And the said trustee shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting 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, Judge

And thereupon 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, principal and M. L.Costen and Claude R. Bounds, sureties, all of Somerset County, Maryland, 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th of May 1931.

Whereas the above bound L. Creston Beauchamp 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 John A. Bradshaw against Hubbard Morgan and others, the same being No.4305 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 bound L. Creston Beauchamp 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.

Test: L.Creston Beauchamp (SEAL)

Kathleen Ford. M. L. Costen (SEAL)

Claude R. Bounds (SEAL)

Which said bond was thus thereon endorsed, to wit:

Bond approved,
J. Millard Tawes, Clerk.

And thereafter to wit, on 5th day of August in the year nineteen hundred and thirty-one, the said trustee exhibited and filed in the Circuit Court here a peport of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No.4305 Chancery |
| Hubbard Morgan and others. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

To the Honorable the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court passed in the above entitled cause, dated the 16th of June, 1931, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other pre-requisites, as required by said decree and by law, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield T imes," a newspaper published in said Somerset County, for at least twenty days before the day of sale, he did, pursuant to said notice attend in front of the Post Office in Crisfield, Maryland, on Saturday, August 1st, 1931, at or about the hour of two o'clock P.M., and then and there proceeded to sell at public auction all the real estate mentioned in said decree in the following manner:

He offered all that house and lot in Lawson Election District, Somerset County, Maryland, on the north side of a lane or road leading from the main county road which leads from Ward's Crossing to Marriner's Church, adjoining the lands of Edward Morgan and others, containing 3/4 acres, more or less, which was conveyed to John R. Morgan by Thomas S. Hodson and wife by deed dated the 5th of June, 1886, recorded among the land records of said Somerset County

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in Liber H.F.L.No.4, folio 280 and the outbuildings thereon, whereupon John A. Bradshaw, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of two hundred and sixty dollars, which has been paid to your trustee.

And your trustee further reports that he has distributed the said proceeds of sale as follows:

| | | |
|---|---|---|
| Whole amount of sale, | | $260.00 |
| Costs, as taxes by Clerk, | $37.80 | |
| Printing, | $54.00 | |
| Auctioneer, | 5.00 | |
| Taxes, | 13.41 | |
| Commissions per Chancery rule, | 25.00 | 135.21 |
| | | $124.79 |
| Amount due John A. Bradshaw, | | 148.00 |
| Balance due John A. Bradshaw, | | $23.21 |

And the trustee charges himself with the proceeds of said sale as cash, and 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 5th day of August 1931, before me, the subscriber, Clerk of the Circuit Court for said Somerset County, personally appeared L. Creston Beauchamp, the trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made, and the distribution of the proceeds of sale was fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No.4305 Chancery |
| Hubbard Morgan and others. | ) | In the Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

Ordered by the Circuit Court for Somerset County, Maryland, this 5th day of August, 1931, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported, and the distribution of the proceeds of said sale by him made, 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 September 1931, provided a copy of his order be inserted in some newspaper printed in said Somerset County, once in each of three successive weeks before the 8th day of September, 1931.

The report states the amount of sales to be $260.00,

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 2nd day of October, in the year 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:

| | | |
|---|---|---|
| John A. Bradshaw | ) | |
| Vs. | ) | No.4305 Chancery |
| Hubbard Morgan and others. | ) | 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 2nd day of October, 1931, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds thereof by him made, 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. Millard Lawes ,Clerk.

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

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a | ) | Be it remembered that here- |
| Maryland Corporation etc., | ) | tofore, to wit, on the 21st |
| Vs. | ) | day of January, in the year |
| Daisy Roberts, Individually and as Administratrix of | ) | nineteen hundred and thirty- |
| Norman Roberts, decd., Wanita Teagle, Norman Roberts,Jr., | ) | one, a certain Farmers Bank of |
| Gladys Roberts, and Denzle Roberts, widow and heirs at | ) | Somerset County, a Maryland |
| law of Norman Roberts, deceased. | ) | Corporation, by Gordon Tull |
| No.4303 Chancery. | ) | his solicitor, exhibited and |
| | ) | filed in the Circuit Court |
| | ) | here a bill of complaint |
| | | against Daisy Roberts, In- |

dividually and as Administratrix of Norman Roberts, decd., Wanita Teagle, Norman Roberts, Jr., Gladys Roberts, and Denzle Roberts, widow and heirs at law of Norman Roberts, deceased, which said bill of complaint is in the words following, to wit:

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

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland Corporation. | ) | |
| | ) | |
| Vs. | | |
| | ) | No.4303 Chancery |
| Daisy Roberts, Individually and as administratrix of Norman Roberts, decd., Wanita Teagle, Norman Roberts,Jr., Gladys Roberts, and Denzle Roberts widow and heirs at law of Norman Roberts, deceased. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |
| | ) | |

To the Honorable the Judge of said Court:

Your orator, which sues as well for itself as for all other creditors of Norman Roberts, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That the said Norman Roberts was, in his life time, indebted unto your orator, the Farmers Bank of Somerset County, a corporation, in the full and just sum of Sixteen Hundred and Twenty-five Dollars, together with interest and collection charges, on his certain obligations and judgments, as follows:

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(A) For a balance of $700.00 with interest and collection charges on a judgment of your orator against said Norman Roberts and Daisy Roberts, his wife, dated July 14th, 1921, and being No.28 Appearances July Term, 1921, in the Circuit Court for Somerset County.

(B) Also on a note made by Milton Jackson and endorsed by said Norman Roberts for $545.00 dated June 30th, 1921, and due on demand, with interest and collection fee, except as credited on the back.

(c) Also on note for $260.00 of himself and wife dated Oct.25th, 1930, and payable in four months, with interest and collection fee from due date.

(d) Also on note of himself and John E. Milbourne for $70.00 dated Oct.13th, 1930, and payable in Four Months, with interest and collection fee from due date.

(e) Also on note of himself and John E. Milbourne for $50.00 dated July 25th, 1930, and payable in four months, with interest and collection fee from due date.

As will fully appear by reference to the said secureties and evidences of debt, filed first in the Orphans Court and then extracted therefrom and herein as Exhibits, A,B, C,D, and E.

2. That the said Norman Roberts, being so indebted as aforesaid unto your orator and also unto divers other persons, and having real and personal estate of great value (though the personal estate will not pay his indebtedness) departed this life on the 10th day of November,1930, intestate, and leaving a widow, Daisy Roberts, and the following children surviving him as his heirs at law, viz:

(a) Daisy Roberts, widow, of full age and resides in Somerset County.

(b) Wanita Teagle, of full age, and resides in Pocomoke, Worcester County.

(c) Norman Roberts, Jr., a minor who resides in Somerset County,

(d) Gladys Roberts, a minor who resides in Somerset County.

(e) Denzel Roberts, a minor, who resides in Somerset County,

3. That administration of all and singular the personal estate of said Norman Roberts has been lately granted by the Orphans Court of Somerset County to One Daisy Roberts, widow of said deceased, of Somerset County, who, in virtue thereof, has possessed herself of the said personal estate of the said Norman Roberts as will fully appear by reference to a certificate of administration granted on the estate of said Norman Roberts, herewith filed, as part hereof marked Exhibit "F"

4. That the said Norman Roberts left about 41¼ acres of land, more or less, in Brinkleys District, Somerset County, Md., which he acquired by deeds as follows:

1st. About 4 acres, more or less, by deed from Frank Gale and wife dated Dec.1st, 1919,and recorded in Liber W.J.S.No.79, folio 436 situated on west side of the county road leading from R. J. Croppers to the Geo. E. Davis residence and being the place where Samuel J. Foreman formerly resided and where the said Frank Gale resided which was conveyed unto said Frank Gale by deed from J. C. Carver and wife, dated Sept.13th, 1913, and recorded in S.F.D.No.65, folio 174.

2nd. Also two pieces containing respectively 27¼ acres and 10 acres or 41¼ acres in all, by deed from Edward T. Long and wife dated 12th day of July 1921, and recorded in Liber W.J.S. No.84, folio 435 &c.,

5. That your orator is informed and believes that said personal estate is not sufficient to discharge all the just debts due and owing by said intestate, Norman Roberts, at the time of his death and hereby alleges that personal property is insufficient to pay said debts, but your orator is advised that the same now in the hands of said Daisy Roberts, Administratrix, ought to be applied to the payment of the claims of your orator and other creditors of the said Norman Roberts, so far as the same will extend, and that any deficiency in said personal personal estate (and there will be a deficiency ought to be supplied by a sale of all, or such part as may be necessary of the real estate of the said debt or intestate.

To the End therefore,

(1) That the said administratrix may be required to so administer the said personal estate of the said intestate, in due course, in the payment of the debts of the intestate due to your orator and all such creditors who may come in and contribute to the expenses of this suit.

(2) That the said real estate of the said Norman Roberts, 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 aforesaid, and that a decree may be passed appointing a trustee for that purpose.

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

May it please your honor to grant unto your Orator the writs of subpoena directed to the said Daisy Roberts individually as widow of Norman Roberts, decd, and also as administratrix of the estate of said Norman Roberts, decd., and also the writ of subpoena as directed to Wanita Teagle who lives in Pocomoke City, Worcester County, Md., and to Norman Roberts, Jr., and to Gladys Roberts and to Denzel Roberts, all of whom reside in Somerset County, except Wanita Teagle who lives in Pocomoke City and all of whom are minors except Wanita Teagle and Daisy Roberts, commanding 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 Complainants.

Exhibit "A" referred to in the foregoing Bill of Complaint as follows:

In the Circuit Court for Somerset County, July Term, 1931.

| | | |
|---|---|---|
| Farmers Bank | ) | Short copy of Judgment No.28 Apprs. |
| Vs. | ) | Damages $3700.00 |
| Norman Roberts and Daisy Roberts | ) | Costs, 7.00 |
| | ) | Collection fee, 370.00 |
| | ) | Judgment July 14th, 1921. |
| | | Interest from date, |
| | | Exemption waived. |

Test: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County, to wit:

On this 19th day of Jan. in the year of our Lord, nineteen hundred and 31 before the subscriber, Register of Wills for Somerset County, personally appeared Edwin A. Robinson, Cashier Farmers Bank of Somerset County and in the presence of Almighty God, solemnly declared that the annexed judgment as stated in just and true, and that he hath not received any part of the money stated to be due, or any security or satisfaction for thesame except what, (if any) is credited.

Florence E. Dryden,
Reg. W. Somerset County.

Exhibit "B" referred to in the foregoing Bill as follows:

Marion Station, Md., June 30th, 1929.

On demand after date we promise to pay to the order of The Farmers Bank of Somerset County, the sum of Five Hundred and forty-five and no/100 dollars at the Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum

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and any interest that may be due thereon 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.

$545.00 Milton Jackson

State of Maryland, Somerset County, to wit:

On this 19th day of January in the year of our Lord, nineteen hundred and thirty-one, before the subscriber, Register of Wills for Somerset County, personally appeared Edwin A. Robinson, Cashier of Farmers Bank of Somerset County and in the presence of Almighty God, solemnly declared that the annexed note 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.

Florence E. Dryden,
Reg.W.S.Co.,

Exhibit "C" referred to in the foregoing Bill:

Marion Station, Md.,Oct.25th,1930.

Four months after date we promise to pay to the order of The Farmers Bank of Somerset County, the sum of Two Hundred Sixty and no/100 dollars At the Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum and any interest that may be due thereon 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.

$260.00 Norman Roberts

Daisy Roberts

State of Maryland, Somerset County, to wit:

On this 19th day of January, in the year of our Lord, nineteen hundred and thirty-one, before the subscriber, Register of Wills for Somerset County, personally appeared Edwin A. Robinson, Cashier of Farmers Bank of Somerset County and in the presence of Almighty God, solemnly declared that the annexed note 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.

Florence E. Dryden,
Reg.W. S. Co.,

Exhibit "D" referred to in the foregoing Bill:

Marion Station, Md., Oct.13, 1930.

Four months after date we promise to pay to the order of Farmers Bank of Somerset County the sum of Seventy and no/100 dollars at the Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum and any interest that may be due thereon 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.

Norman Roberts

$70.00 John E. Milbourne.

State of Maryland, Somerset County, to wit:

On this 19th day of January in the year of our Lord, nineteen hundred and thirty-one before the subscriber, Register of Wills for Somerset County, personally appeared Edwin A. Robinson

Cashier of Farmers Bank of Somerset County, and in the presence of Almighty God, solemnly declared that the annexed note 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.

Florence E. Dryden,
Reg. W. S. Co.,

Exhibit "D" referred to in the foregoing Bill:

Marion Station, Md.,
July 25th, 1930.

Four months after date we promise to pay to the order of The Farmers Bank of Somerset County the sum of Fifty and no/100 Dollars At the Farmers Bank of Somerset County, 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 covenants to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of any Court of Record or Justice of the Peace to confess judgment against them for the above sum and any interest that may be due thereon 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.

Norman Roberts

$50.00 John E. Milbourne

State of Maryland, Somerset County, to wit:

On this 19th day of January, in the year of our Lord, nineteen hundred andthirty-one, before the subscriber, Register of Wills for Somerset County, personally appeared Edwin A. Robinson, Cashier of Farmers Bank of Somerset County and in the presence of Almighty God, solemnly declared that the annexed note 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.

Florence E. Dryden,
Reg. W.S.Co.,

Exhibit "F" referred to in the foregoing Bill:

Maryland, SC.

The State of Maryland.

Official Seal.

To all persons to whom these presents shall come, Greeting: Know ye that Administration of all the goods, chattels and credits of Norman Roberts, late of Somerset County, deceased, is hereby granted and committed unto Daisy Roberts, the Administratrix.

Witness, Elmer Horner, Esq., Chief Judge of the Orphans' Court for Somerset County, this 25th day of November Anno Domini 1930.

Test: Florence E. Dryden,
Register of Wills for Somerset County.

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 letters of administration granted unto Daisy Roberts, Administratrix on the estate of Norman Roberts, late of said County, deceased, taken from Liber H.B.C.No.43, folio 213, the same being one of the Records kept in the office of the Register of Wills for Somerset County.

Official Seal.

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 thirty-one.

Florende E. Dryden,
Register of Wills for Somerset County.

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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:

Seal of Court.

The State of Maryland, To Daisy Roberts 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 Farmers Bank of Somerset County 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 1931.

Issued the 22nd day of January Anno Domini 1931.

Per Order: J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court

The State of Maryland, To Norman Roberts, Gladys Roberts, Denzel Roberts 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 Farmers Bank of Somerset County 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 1931.

Issued the 22nd day of January Anno Domini 1931.

Per Order; J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Wanita Teagle of Worcester 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 Farmers Bank of Somerset County 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 1931.

Issued the 22nd day of January Anno Domini 1931.

Per Order: J. Millard Tawes, Clerk.

At which said first Monday in February, in the year nineteen hundred and thirty-one, 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 services, also came, and made return thereof to the Court here in the words following, to wit:

Summoned,

Luther Daugherty, Sheriff.

To the second of said writs:

Summoned severally copy left with Daisy Roberts, Mother .

Luther Daugherty, Sheriff.

And at the same time also the Sheriff of Worcester County to whom the third writ is directed also came and made return thereof to the Court here in the words following, to wit:

Non Est, so Ans.,

Wilmer S. Purnell, Sheriff.

Per: Alonzo L. Blades, Deputy.

And thereafter to wit on February 14th, 1931, the following Answer of Juanita Teagle and husband was filed:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Corporation, etc., | ) | |
| | ) | No.4303 Chancery |
| Vs. | ) | In the Circuit Court |
| Daisy Roberts, individually, and as Admr. of Norman Roberts, decd. Juanita Teagle, et als., | ) | For Somerset County. |
| | ) | |

To the Honorable the Judge of said Court:

The answer of Juanita Teagle and husband to the bill of complaint of the Farmers Bank of Somerset County, in this case filed, respectfully represents:

That the matters and things set forth in said bill are true as therein set forth to the best of her knowledge, information and belief, and consents that the Court pass a decree appointing a trustee to sell the property as prayed to the extent that the debts of said Norman Roberts may be paid off, and the balance of the proceeds of the sale of his property be divided among the parties interested to the extent of said interests.

And this defendant, hereby comes voluntarily in Court and files this Answer for said purpose.

And as in duty bound &c.,

Juanita Teagle.

Test: John Milbourne John Teagle

And thereafter to wit on the 18th day of February, in the year nineteen hundred and thirty-one, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | |
| Vs. | ) | No.4303 Chancery |
| | ) | In the Circuit Court |
| Daisy Roberts, widow, individually and as Admr., of Norman Roberts, decd., Juanita Roberts Teagle and husband, Gladys Roberts, Norman Roberts, Jr., Denzel Roberts, widow and heirs at law of Norman Roberts, deceased. | ) | For Somerset County. |
| | ) | |
| | ) | |

To the Honorable, the Judge of said Court:

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

That Norman Roberts, Jr., Gladys Roberts, and Denzel Roberts three of the children and heirs at law of Norman Roberts, decd., have been duly summoned to appear 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 answer for said infants.

And as in duty bound etc.,

Gordon Tull,
Attorney for Petitioner.

Ordered this 18th day of February 1931 by the Circuit Court for Somerset County, in equity upon the aforegoing petition that James R. Stewart be, and he is hereby appointed Guardian Ad Litem to appear and answer for Norman Roberts, Jr., Gladys Roberts and Denzel Roberts, the infant defendants, in the above case.

Robt. F. Duer, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

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The joint and several answers of Norman Roberts,Jr., Gladys Roberts and Denzel Roberts, infants by James R. Stewart, Guardian Ad Litem duly appointed by order of this Court, to the bill of complaint of the Farmers Bank of Somerset County, a corporation, against them in this Court exhibited, says:

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 etc.,

James R. Stewart,
Guardian Ad Litem.

And thereafter to wit on February 18th, 1931, the following Petition Decree Pro Confesso and Order to take testimony was filed:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation, etc., | ) | |
| | ) | |
| Vs. | ) | No.4303 Chancery |
| | ) | |
| Daisy Roberts, widow, Individually and as Admr., of Norman Roberts, decd., Juanita Roberts Teagle and Husband, Norman Roberts,Jr., Gladys Roberts and Denzel Roberts, heirs at law of Norman Roberts, deceased. | ) | In the Circuit Court For Somerset County. |
| | ) | |
| | ) | |

To the Honorable the Judge of said Court:

The petition of the plaintiff in the above entitled cause respectfully represents;

That all the defendants in this cause have been duly summoned to appear to the bill of complaint (except Juanita Roberts Teagle and husband) who have appeared in person and filed their answer submitting to whatever decree the Court passes) and having failed to appear thereto excepting the infant defendants who have appeared and answered by their guardian ad litem, altho more than fifteen days from the rule day have gone by and said defendant, Daisy Roberts, widow, individually and also as admr., of the estate of Norman Roberts Decd., is in default.

Your petitioner therefore prays in your Honor to pass a decree Pro-confesso as against the said Widow, Daisy Roberts, individually and as admr., of Norman Roberts, decd., and also permitting plaintiff to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill.

And as in duty bound &c.,

Gordon Tull,
Plaintiffs Attorney.

One of the defendants in this case, viz: Daisy Roberts, widow as an individual and also as admr. of Norman Roberts, decd., having been duly summoned to appear to the bill of complaint and having failed to appear or answer thereto within the time limited by the rule of this Court, and being in default.

It is thereupon this 18th day of February 1931, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed that the said Bill of complaint be taken pro confesso as against the said Daisy Roberts, widow as aforesaid, both as an individualland as an individual and as administratrix of the estate of Norman Roberts, decd.

And it further ordered that leave be granted to the plaintiff to take testimony before one of the standing examiners of the Court, to support the allegations of the bill.

Robt. F. Duer, Judge.

And afterwards to wit, on the 3rd day of July, in the year nineteen hundred and thirty-one, 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 by him taken in the words following, to wit:

| | | |
|---|---|---|
| Farmers Bank | ) | |
| Vs. | ) | No.4303 Chancery |
| Daisy Roberts et als., | ) | In the Circuit Court |
| | ) | 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 the office in Princess Anne, Maryland, on Wednesday July 1, 1931, at two o'clock P.M., I did take the following depositions, that is to say:

Edwin A. Robinson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edwin A. Robinson, age 40 years, residence, Marion Station, Md., occupation Cashier Farmers Bank of Somerset County.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. Yes, I have known Daisy Roberts for twenty years and her children all of their lives.

Int.3. Did you know Norman Roberts? If so, is he living or dead, If dead, when did he die? Whether testate or intestate and what property, real and personal, did he leave and its value?

Ans. He departed this life on November 10, 1930. I did know him. He died intestate. He left some personal property but not sufficient to pay his debts as will be shown by the inventory of the Register of Wills. He left real estate in Somerset County, in Brinkley's District worth about $3000.00. It consists of 41 acres of land, more or less, about four acres, he got by deed from Frank Gale and wife and is on the west side of the County leading from R. J. Cropper to the Geo. E. Davis residence. He also left a piece containing respectively 27¼ acres and 10 acres, acquired by deed from Edward T. Long and wife, dated July 12, 1921, which makes 41¼ acres in all.

Int.4. What indebtedness, if any, was owed by Norman Roberts at the time of his death to the Farmers Bank of Somerset County.

Ans. Norman Roberts died owing the Farmers Bank $1625.00 with interest and collection charges, on his certain obligations and judgments which are filed as exhibits with the bill as follows:

First: A balance of $700.00 with interest and collection charges, on a judgment against the deceased and his wife, dated July 14, 1921. Second, also he owes a note made by Milton Jackson endorsed by said Norman Roberts for $545.00 dated June 30, 1929, and due on demand with interest and collection fee, except what credits appear on the back thereof; Third, also a note for $260.00 of himself and wife dated October 25, 1927, payable, in four months with interest and collection charges, fourth also a note of himself and John E. Milbourne for $70.00 dated Oct.13, 1930, and payable in four months with interest and collection fee, fifth, also a note for himself and John E. Milbourne for $50.00 dated July 25, 1930, and payable in four months with interest and collection charges;

(The plaintiff herewith offers these notes and judgment in evidence and they are attached to the bill as exhibits)

Int.5. What heirs if any, did Norman Roberts leave?

Ans. He left a widow, Daisy Roberts and the following children, Juanita Teagle, Norman Roberts, Jr., Gladys Roberts, and Denzle Roberts, which widow and children are his heirs at law, and all of whom are minors except Juanita Teagle and of course the widow.

Ans. The widow Daisy Roberts.

Int.7. Is the personal Roberts sufficient to pay his debts?

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Ans. No, as will appear by Register of Wills certificate hereafter filed.

Court question and answer:

"No, Sir."

Test: Harry C. Dashiell, Exm., Edwin A. Robinson

Florence E. Dryden, a witness of lawful age, being first sworn, deposing says:

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

Ans. Florence E. Dryden, age 20 years, residence Princess Anne, Maryland, occupation, Deputy Register of Wills for Somerset County.

Int.2. Do you know the parties to this suit?

Ans. I know the Farmers Bank and the widow, Daisy Roberts, but I do not know the children.

Int.3. In what capacity is Daisy Roberts acting in this case:

Ans. Administratrix of Norman Roberts, deceased.

Int.4. Has she duly bonded and qualified and passed her final account in this case?

Ans. She has.

Int.5. Does that account show whether or not there is sufficient personalty to pay his indebtedness.

Ans. It shows that there is insufficient personal property.

Int.4. Look at this paper and tell us what it is?

Ans. Certified copy of final administration account in the estate of Norman Roberts.

(Plaintiff hereby offers certified copy as evidence in this case marked Exhibit F")

Court question and answer:

"Nothing more."

Test: Harry C. Dashiell, Exm., Florence E. Dryden

Daisy Roberts, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Daisy Roberts, age 40 years, residence Shelltown, Md., occupation farming.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. The farmers Bank is where we did our business. I am the widow and the other defendants are the children of Norman Roberts deceased.

Int.3. Is Norman Roberts living or dead? If dead, how and when did he die? What property if any, did he leave and its value?

Ans. Norman Roberts was my husband. He died November 10, 1930, intestate. He left some personal property and I qualified as administrator of his estate. The six months was up and I have passed my final account, which shows that after the payment of the costs of administration, there was little to apply on his indebtedness, and his personal property was not sufficient to pay his debts. However he left real estate in Brinkley's District, worth about $3000.00 It consists of 41¼ acres of land in all, as follows: First, four acres, more or less, conveyed to him by deed from Frank Gale and wife on the road leading from R.J. Cropper to George E.Davis place, second all two pieces containing respectively 27¼ acres and 10 acres acquired by deed from Edward T. Long and wife.

Int.4. What indebtedness, if any, did Norman Roberts have when he died?

Ans. He owed the Farmers Bank of Somerset County on a judgment and four notes filed with these papers about $1625.00 with interest and collection charges. I think he owed Mr.Cropper $234.25 I think he owes Mr. George Massey $34.65, J.H. Cropper $18.00, Dr.George Coulbourne, $44.00, J. Stanley Adams $19.45, Mr. James Powell $4.48 Dr. Somers $5.35, Mr. Harry Vessey $10.00 Mr. Fred Adams $7.97 Mr. Deiner $5.00.

Int.5. Did Norman Roberts have any children, if so, who are they and are they minors or adults?

Ans. Yes, the defendant, Juanita Teagle, Norman Roberts, Jr., Eladys Roberts and Denzle Roberts are his children, all of which are minors except Juanita Teagle.

Court question and answer:

"No Sir, I guess not."

Test: Harry C. Dashiell, Exm., Daisy Roberts.

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 3rd day of July, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | |
|---|---|
| Harry C. Dashiell, Examiner | $4.00 |
| Florence E. Dryden, Witness | .75 |
| | $4.75 |

"Exhibit "F" referred to in the foregoing Testimony:

In the Office of the Register of Wills for Somerset County.

Dr. Daisy Roberts, Administratrix of Norman Roberts, deceased.

| | | |
|---|---|---|
| To amount of Inventory as per appraisements | | $455.25 |
| Amount of cash in Farmers Bank, Marion | | 327.36 |
| | | $782.61 |
| An allowance is prayed by the accountant for the following payments and disbursements. | | |
| Tilghman & Ward, Funeral expenses | $145.00 | |
| Eastern Shore Republican, Notice to Creditors | 5.00 | |
| To 10% Commissions allowed to Administratrix | 78.26 | |
| Widow's allowance (minor) | 150.00 | |
| Florence E. Dryden, Registers fees | 26.50 | |
| Balance to be paid on Mudgment of The Farmers Bank, amount $700.00 | 377.85 | |
| | $782.61 | $782.61 |

Somerset County, to wit: June 24, 1931.

Then came Daisy Roberts, Administratrix of Norman Roberts, late of Somerset County, deceased, and in the presence of Almighty God, solemnly declared that the foregoing account, as it stands stated, is just and true, and that she hath bona fide paid or secured to be paid, the particular sums for which she hath claimed allowance.

Before, Florence E. Dryden, Reg.W.S.Co.,

Somerset County Orphans' Court. June 30, 1931.

The foregoing account was duly examined, finally passed and ordered to be recorded.

Test: Florence E. Dryden, Reg.W.S.Co.,

State of Maryland, Somerset County, SS:

I, Florence E. Dryden, 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 Administration account on the estate of Norman Roberts, late of said county, deceased, taken from the original now on file and 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 first day of July, in the year of our Lord, nineteen hundred and thirty-one.

Official Seal.

Florence E. Dryden,
Register of Wills for Somerset County.

And thereafter to wit, on the 4th day of August, in the year nineteen hundred and thirty-one, the Circuit Court here passed the following decree in the premises, to wit:

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| | | |
|---|---|---|
| Farmers Bank of Somerset County, a corporation, etc., | ) | |
| | ) | In Equity in the Circuit |
| Vs. | ) | Court for Somerset County, |
| Daisy Roberts et als., etc., | ) | No.4303 Chancery |
| | ) | |

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

It is thereupon this 4th day of August in the year nineteen hundred and thirty-one, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the real estate in the proceedings mentioned, wherein The Farmers Bank of Somerset County, a corporation is plaintiff and Daisy Roberts, individually and as executrix of Norman Roberts, deceased, et als., are defendants, the same being No.4303 on the Chancery docket in said Court as aforesaid, be sold.

That Gordon Tull, be, and he hereby appointed trustee to make such sale, the course and manner of his proceeding 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 Six thousand dollars, if individual surety or sureties, or onehalf 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 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 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 is directed to give notice to the creditors of the said Norman Roberts, decd., 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.

Robt. 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, principal, and I. Henry Hall and Edward T. Landon sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Dollars ($6000.00) current money to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of August, in the year 1931.

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 the Farmers Bank of Somerset County, against Daisy Roberts, et als., widow and heirs at law of Norman Roberts, decd., the same being No.4303 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 shall be void, otherwise to be and remain in full force and virtue in law.

Witness our hands and seals the day and year aforesaid.

Test:

E. A. Robinson

Gordon Tull (SEAL)

I.Henry Hall (SEAL)

E. T. Landon (SEAL)

Which said bond was thus thereon endorsed, to wit:

Trustees Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 5th day of September, in the year nineteen hundred and thirty-one, 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:

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a corporation etc., | ) | |
| | ) | No.4303 Chancery |
| Vs. | ) | In the Circuit Court |
| Daisy Roberts, et als., widow and heirs at law of Norman Roberts, deceased. | ) | For Somerset County. |
| | ) | |

To the Honorable, the Judge of said Court.

The Report of Gordon Tull, trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of August 1931, 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 prerequisites, 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 Somerset News, a weekly newspaper printed and published in Somerset County, Md., for at least three successive weeks and more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Farmers Bank at Marion Station, Maryland, on Saturday September 5th 1931, at the hour of three o'clock P.M., and then and there proceeded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree situated in Brinkleys district, Somerset County, Maryland, which said deceased debtor acquired by two deeds as follows:

1st. About 4 acres, more or less, by deed from Frank Gale and wife dated Dec. 1st, 1919, and recorded in Liber W.J.S.No.79, folio 436 situated on West side of the county road leading

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from R. J. Croppers to the Geo. E. Davis residence and being the place where Samuel J. Foreman formerly resided and which was conveyed to said Frank Gale by deed from J. C. Carver and wife, dated Sept.13th, 1913, and recorded in S.F.D.No.65, folio 174.

2nd. Also two tracts containing respectively 27¼ acres and 10 acres acquired by deed from Edward T. Long and wife dated 12th, day of July 1921, and recorded in Liber W.J.S.No.84, folio 435 &c.,

The whole tract containing 41¼ acres of land, more or less.

And your trustee sold the above described property to the Farmers Bank of Somerset County, both pieces, at and for the sum of Nine Hundred and twenty-five Dollars it being at that sum the highest bidder therefor, and the terms of said sale as set forth in the decree have been duly complied therewith.

Respectfully submitted.

Gordon Tull, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this fifth day of September in the year nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, trustee named in the above report of sale, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fiarly made.

J. Millard Tawes, Clerk.

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

Gordon Tull, Solicitor.

Order Nisi.

| | | |
|---|---|---|
| Farmers Bank of Somerset County, a Maryland corporation etc., | ) | No.4303 Chancery |
| Vs. | ) | In the Circuit Court |
| Daisy Roberts, et als., widow and heirs at law of Norman Roberts, decd., | ) | For Somerset County. |

Ordered by the Circuit Court for Somerset County, in equity, that the sale of the property mentioned in these proceedings, made and reported by Gordon Tull, 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 7th day of October 1931, provided a copy of this order be inserted in some daily newspaper printed in Somerset County, once in each of three successive weeks before the 5th day of October, 1931.

The report states the amount of sales to be $925.00

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 8th day of October, in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| Farmers Bankbof Somerset County, a Maryland corporation. | ) | No.4303 Chancery |
| Vs. | ) | In the Circuit Court |
| Daisy Roberts, et als., widow and heirs at law of Norman Roberts, decd., | ) | For Somerset County. |

Ordered by the Circuit Court for Somerset County, in equity, this 8th day of October,1931, 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 this 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: J. Millard Lawrence ,Clerk.

"""""""

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and that your orator is entitled to have the real estate of of the said decedent sold for the payment of its claim and of the claims of the other creditors of the said deceased, 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 aforesaid debt of your orator and of the other creditors of the said deceased.

C. That your orator may have such other and further relief as its case may require.

May it please Your Honors to grant unto your orator the order of publication giving notice to the said Lorenda Beauchamp, Raymond Beauchamp, Ellis Beauchamp and Rogers Beauchamp, who are non-residents of the state of Maryland, of the object and substance of this bill, and warning them to be 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 Landis Beauchamp, of Somerset County, Maryland, commanding him to be and appear in this Court, in person or by solicitor, 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.,

L. Creston Beauchamp,
Solicitor for complainant.

L. Creston Beauchamp, Solicitor.

Order of Publication.

| | | |
|---|---|---|
| Peoples Bank of Somerset County, | ) | |
| a Maryland corporation. | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp, Raymond Beauchamp, Ellis Beauchamp, | ) | For Somerset County, |
| Rogers Beauchamp and Landis Beauchamp. | ) | Maryland. |
| | ) | |

The object of this suit is to procure a decree for the sale of certain real estate in Westover Election District, Somerset County, Maryland, of which Thomas Beauchamp died seized and possessed.

The bill states that Thomas Beauchamp died about the middle of October, 1931, intestate, leaving no personal estate of any value, but leaving real estate of considerable value in Westover District, Somerset County, Maryland, that the said Thomas Beauchamp was in his lifetime indebted unto the plaintiff in the sum of one hundred and one dollars and five cents, balance due on judgment; that the said Thomas Beauchamp left surviving him as his only heirs at law, a widow, Lorenda Beauchamp and Raymond Beauchamp, Ellis Beauchamp, Rogers Beauchamp, and Landis Beauchamp, as his only children, that no administration was ever had on the personal estate of the said Thomas Beauchamp, and that said personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said Thomas Beauchamp at the time of his death, that all of the said defendants are adults and non-residents of the state of Maryland, except Landis Beauchamp who is an adult residing in Somerset County, Maryland.

It is thereupon, this 24th day of February 1931, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiff, by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four successive weeks before the 28th day of April 1931, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before April 30th, 1931, to show cause, if any they have, why a decree ought not to be passed

as prayed.

J. Millard Tawes, 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:

Seal of Court. The State of Maryland, To Landis Beauchamp 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 Peoples Bank of Somerset County 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 1931.

Issued the 24th day of February, Anno Domini 1931.

Per Order,

J. Millard Tawes, Clerk.

At which said first Monday in March in the year nineteen hundred and thirty-one, 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 and copy left with defendant,

Luther Daugherty, Sheriff.

And thereafter to wit on May 26th, 1931, the following Decree Pro Confesso and Order to Take Testimony was filed:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp and others. | ) | For Somerset County, |
| | ) | Maryland. |

It appearing from the proceedings in this cause that the order of publication, issued therein, has been duly published in the Marylander and Herald, a newspaper published in Somerset County, Maryland, as prescribed by said order, and the defendant, Landis Beauchamp has been duly summoned by service, and that all of said defendants have failed to appear in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 26th day of May 1931, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said bill of complaint be and the same is hereby taken pro confesso gainst the said defendants.

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 afterwards, to wit, on the 24th day of July, in the year Nineteen hundred and thirty-one, 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 by him taken, in the words following, to wit:

| | | |
|---|---|---|
| People's Bank Somerset County | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp, et als., | ) | For Somerset County, |
| | ) | In Equity. |

In the above entitled cause, an order having been passed for the taking of testimony to

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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, July 22nd, 1931, I did take the following depositions, that is to say:

Landis Beauchamp, a witness of lawful age, being first duly sworn deposing says:

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

Ans. Landis Beauchamp, age, 31 years residence, Manokin, Somerset County, Maryland, occupation farming.

Int.2. Did you know Thomas Beauchamp in his life time? Is he living or dead and if dead, when did he die? Did he or not leave a last will and who are his heirs at law?

Ans. I did, he was my father. He died in February 1930, leaving a last will and testament He left a widow, Lorendo Beauchamp, a son, Raymond Beauchamp, a son, Ellis Beauchamp, a son, Rogers Beauchamp, all adults and non-residents of Maryland, and a son, myself, Landis Beauchamp.

Int.3. What, if any property did he leave at his death?

Ans. He left no personal property of any kind and no administration has ever been taken on his estate but he did leave real estate in Westover District, consisting of four acres of land and a house, which I should say is worth around $500.00. This land is on the south side of the State Road leading from Westover to Fairmount and is bounded on the south by the land of John Ring by the property formerly owned by Herschel V. Maddox, which my father purchased from William P. Todd and wife by deed duly recorded.

Court question and answer:

Test: "Nothing more."

Harry C. Dashiell,Exm., Landis Beauchamp.

Omar J. Croswell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Omar J. Croswell, age 46 years, residence Princess Anne, Maryland, occupation Cashier People's Bank.

Int.2. State what, if anything, Thomas Beauchamp owed to the People's Bank at the time of his death and whether any of such indebtedness has been paid since?

Ans. He owed $101.05, with interest from March 6, 1930, together with ten per cent collection fee. No part of this has ever been paid and is still due and owing to the bank.

Court question and answer:

"Nothing More."

Test: Harry C. Dashiell, Exm., Omar J. Croswell

Plaintiff's solicitor, herewith filed letter from Lorenda Beauchamp, marked Exhibit "A" 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 certify that the annexed statement of costs is correct. Given under my hand and seal this 22nd day of July, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner $4.00

Exhibit "A" referred to in the foregoing Testimony as follows:

36 W. Duval St.,
Germantown, Philadelphia.

July 12th, 1931.

Mr. L. Creston Beauchamp:

Dear Sir:

I had not head that Thomas Beauchamp's property was to be sold I wish to say that Sady Beauchamp, that you said called on you saying, she was Thomas' Widow, If she married

Thomas, she did so with the full knowledge of knowing he was my lawfully married husband. Therefore she has no claim on his property when the property is sold and his debt is paid. I think I have a perfect right to the widows share, and I ask you as a lawyer to write and let me know if I cannot claim my share if there be any thing left.

Thanking you for writing to me.

Respt. & Oblidge,

Laurenda Beauchamp.

And thereafter to wit, on the 12th day of August, in the year nineteen hundred and thirty-one, the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a body corporate. | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp and others. | ) | For Somerset County, |
| | ) | Maryland. |

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

Itnis thereupon, this 11th day of August, 1931, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold, that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the Clerk of said Court a bond to the State of Maryland, executed by himself and surety to be approved by the said clerk in the penalty of one thousand dollars, conditioned upon the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future decree or order in the premises, he shall then proceed to make sale of said real estate, having given at least twenty days previous notice thereof, inserted in some newspaper printed in said Somerset County and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms, shall be cash, on the day of sale.

And as soon as convenient after any such sale, 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 fairness of such sale annexed. And on ratification of such sale by this Court and on the payment of the entire purchase money, the said trustee, by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser 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 through or under them.

And the said trustee shall bring into this Court the money arising on said sale 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.

Joseph L. Bailey,Judge.

And thereupon 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, principal and Claude R. Bounds and Omar J. Croswell, sureties, all of Somerset County, Maryland, 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 and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this twelfth day of August, 1931.

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Whereas the above bound L. Creston Beauchamp 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 the Peoples Bank of Somerset County against Lorenda Beauchamp and others, the same being No.4319 on the Chancery Docket of said Court and now pending therein,

Now, the condition of the above obligation is such that if the above bound L. Creston Beauchamp 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.

Test: L. Creston Beauchamp (SEAL)
Principal.

J. R. Stewart

Claude R.Bounds (SEAL)

Omar J. Croswell (SEAL)

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on September 10th, 1931, 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:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp and others. | ) | For Somerset County, |
| | ) | Maryland. |

To the Honorable, the Judges of the Circuit Court for Somerset County, Maryland, in Equity.

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court in the above entitled cause, dated eleventh of August 1931, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a newspaper published in said Somerset County for at least twenty days before the day of sale, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday, September 8th, 1931, at or about the hour of two o'clock P.M., and then and there proceed to sell said real estate in the following manner:

He offered for sale to the highest bidder the property mentioned in said decree, to wit, all that house and lot in Westover Election District, Somerset County, Maryland on the south side of the State road leading from Westover to Manokin, adjoining the lands of John Ring and containing 4 acres, more or less, being the same and all the land which was conveyed to Thomas Beauchamp by A. Rebecca Todd and others by deed dated the 31st of October, 1918, recorded among the land records of said Somerset County in Liber W.J.S.No.77, folio 79, improved by a comfortable dwelling house, whereupon Landis Beauchamp, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of three hundred and ten dollars whereof he paid the sum of seventy-five dollars in cash, and gave his promissory note for the balance, payable thirty days from the day of said sale.

And your trustee prays a ratification of his said proceedings and of the sale of the land.

Respectfully submitted,

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this tenth day of September 1931, before me, the subscriber, Clerk of the Circuit Court for said Somerset County, personally appeared L. Creston Beauchamp, 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 as therein set forth, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp, Raymond Beauchamp, Ellis Beauchamp, Roger Beauchamp, and Landis Beauchamp. | ) | For Somerset County, |
| | ) | Maryland. |

In the above entitled cause, it is ordered, this 10th day of September, 1931, by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of property made and reported by L. Creston Beauchamp, trustee appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary be shown by exceptions filed on or before the fifth day of October, next, provided a copy of this order nisi be inserted in some newspaper published in said Somerset County in each of three successive weeks before the fifth of October 1931.

The report states the amount of sales to be $310.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 8th day of October, in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| Peoples Bank of Somerset County, a Maryland corporation. | ) | |
| | ) | No.4319 Chancery |
| Vs. | ) | In the Circuit Court |
| Lorenda Beauchamp and others. | ) | For Somerset County, |
| | ) | Maryland. |
| | ) | |

It having been shown to the Court that the notice required by the order nisi passed in this cause has been given and no exceptions having been filed and no cause to the contrary having been shown, it is this 8th day of October 1931, adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of property made and reported by L. Creston Beauchamp, trustee 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: J. Millard Tawes ,Clerk.

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John B. Robins, Ex Parte.
Under Trust created by mortgage from Lloyd M. Justice and Elizabeth H, Justice, his wife, to The Marine Bank of Crisfield," a body corporate, mortgagee.

No.4351 Chancery.

Be it remembered that heretofore to wit, on the 21st day of July, in the year nineteen hundred and thirty-one, a certain John B.Robins of Somerset County and State of Maryland in his proper person exhibited and filed in the Circuit Court here, a certain Mortgage executed and delivered to The Marin Bank of Crisfield by a certain Lloyd M. Justice and Elizabeth H. Justice of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 12th day of January in the year nineteen hundred and twenty-four, by Lloyd M. Justice and Elizabeth H. Justice, his wife, of Somerset County, in the State of Maryland, Whereas the said Lloyd M. Justice and Elizabeth H. Justice 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 One Thousand Dollars ($1,000.00) which said sum has been advanced by the said Bank to enable the mortgagors to pay the balance of the purchase price of certain real estate which they this day purchased from Edward T. Justice and wife, as described herein, and whereas, the said Lloyd M. Justice and Elizabeth H. Justice, his wife, have executed and delivered unto the said "The Marine Bank of Crisfield," a body corporate as aforesaid, their bill obligatory dated evenly herewith, payable one year after date, with interest from date, which said interest is to be paid every four months from date hereof, and whereas for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said Lloyd M. Justice and Elizabeth H. Justice, 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 Lloyd M. Justice and Elizabeth H. Justice 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 those lots and parcels of land, situate, lying and being in City of Crisfield, Somerset County, and State of Maryland, and described as follows:

First: Being Lot No.Forty-eight (48) and Lot No.Fifty-one (51) as laid down and described on the plat made by J. Watson Thompson, Surveyor, and filed with, and as a part of a deed of conveyance from Howard L. Edmunds, Attorney, to Ira T. Todd, bearing date the first day of August, in the year nineteen hundred and fourteen, duly recorded among the land records of Somerset County, in Liber W.J.S.No.67, folio 77 etc., and being the same lots and premises conveyed unto Edward T. Justice and Maggie E. Justice his wife (deceased) as tenants by the entirety, by Howard L. Edmunds, Attorney by deed bearing date the first day of August 1914, and duly recorded among said land records in Liber W.J.S.No.67, folio 81 etc., and being the same lots and premises conveyed unto Lloyd M. Justice and Elizabeth H. Justice, as tenants by the entirety, by the said Edward T. Justice by deed bearing date evenly herewith, to be recorded.

At the same time this mortgage is placed upon the la nd records of Somerset County, Maryland.

Second: Being Lot Number Forty-five (45) as laid down and described on the plat made by J. Watson Thompson, Surveyor and filed with, and as a part of a deed of conveyance from Howard L. Edmunds, Attorney to Ira T. Todd, bearing date the first day of August, in the year nineteen hundred and fourteen, duly recorded among the aforesaid Land Records, in Liber W.J.S.No.67, folio 77 etc., and being the same lot and parcel of land which the said Edward T. Justice conveyed unto the said Lloyd M. Justice and Elizabeth H. Justice his wife, as tenants by the en-

tirety, by deed bearing date the 26th day of November, in the year nineteen Hundred and nineteen duly recorded in said land records in Liber W.J.S.No.77, folio 469 etc.,

To which said deeds, plat and records aforesaid, 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 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 Lloyd M. Justice and Elizabeth H. Justice 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, 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 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 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 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.

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And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on hereby mortgaged land to the amount of at least One Thousand dollars, and to cause the policy to be effected thereonto 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 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 said mortgagors.

Test: Lloyd M. Justice (SEAL)

F. Douglass Sears. Elizabeth H. Justice (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of January 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 Lloyd M. Justice and Elizabeth H. Justice his wife, 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 me, Gordon T. Atkinson, President of "The 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 further made oath as aforesaid, that he is the President of The Marine Bank of Crisfield 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. F. Douglass Sears, N.P.

Received for record January 15th, 1924, and recorded in Liber W.J.S.No.88, folio 322 &c, one of the land records of Somerset County.

Per: 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 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 dated this twenty-second day of July, in the year of our Lord Nineteen hundred and thirty-one.

Whereas the above bounden John B. Robins by virtue of the power contained in a mortgage from Lloyd M. Justice and Elizabeth H. Justice his wife, to the Marine Bank of Crisfield, bearing date the twelfth day of January 1924, and recorded among the mortgage records of Somerset County in Liber W.J.S.No.88, folio 322 &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 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 — John B. Robins (SEAL)

R. M. Jones — Corporate Seal. — United States Fidelity and Guaranty Co., By Frederick E. Gardner, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 18th day of August, in the year nineteen hundred and thirty-one, 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:

| | |
|---|---|
| John B. Robins, Ex Parte, | ) |
| Trust created by Mortgage from Lloyd M. Justice Elizabeth H. Justice his wife, To The Marine Bank of Crisfield, a corporation. | ) |
| | ) |
| | ) |
| | No.4351 Chancery In the Circuit Court For Somerset County, Maryland, In Equity. |

To the Honorable the Judges of said Court:

The report of John B. Robins, the Attorney named in and under a mortgage from Lloyd M. Justice and Elizabeth H. Justice, his wife, to The Marine Bank of Crisfield, a body corporate organized and existing under the laws of the State of Maryland, for the purpose of foreclosure, default, having occurred in the cowenants and conditions of said mortgage, said mortgage bearing date the 12th day of January 1924, and recorded among the Land Records of Somerset County, Maryland in Liber W.J.S.No.88, folio 322 etc., respectfully represents:

That after having given bond with approved security as required by law and the rules of this Court for the faithful performance of the trust and having complied with all the other requirements as required by law and the terms and conditions of said mortgage, and having given the required notice of the time, place, manner and terms of sale by advertisements in The Crisfield Times a weekly newspaper published in Somerset County, Maryland, for at least twenty days' notice before the day of sale, he did, pursuant to said notice, attend in front of the door of the Post Office in Crisfield, Somerset County, Maryland, on Saturday August 15, 1931, 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:

First: All those lots and parcels of land Numbered Forty-eight (48) and Fifty-one (51) which are laid down and described on the plat made by J. Watson Thompson, Surveyor, which said plat was filed with and made a part of, a deed of conveyance from Howard L. Edmunds, Attorney, to Ira T. Todd, bearing date August 1, 1914, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.67, folio 77 etc., and being the same lots and parcels of land conveyed unto Edward T. Justice and Maggie E. Justice, his wife, as tenants by the entireties, (the said Maggie E. Justice being deceased), by Howard L. Edmunds, Attorney by deed dated August 1, 1914, and recorded among said Land Records in Liber W.J.S.No.67, folio 81 etc., and being the same lots and parcels of land conveyed unto Lloyd M. Justice and Elizabeth H. Justice his wife, as tenants by the entireties, by Edward T. Justice and Mary E. Justice, his wife by deed dated January 12, 1924, and recorded among the said Land Records in Liber W.J.S. No.90, folio 116 etc.,

Second: All that lot or parcel numbered Forty-five (45) which is laid down and described in the foregoing mentioned plat and filed with the deed as hereinbefore set forth, and being the same lot and parcel of land conveyed unto Edward T. Justice and Maggie E. Justice his wife,

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as tenants by the entireties (the said Maggie E. Justice being deceased) by deed from Elliott Ward dated February 5, 1919, and recorded among said Land Records in Liber W.J.S.No.77, folio 469 etc., and being the same lot and parcel of land conveyed by Edward T. Justice to Lloyd M. Justice and Elizabeth H. Justice his wife, as tenants by the entireties, by deed dated November 26, 1919, and recorded among the said Land Records in Liber W.J.S.No.79, folio 400 etc.,

The aforesaid properties is improved by a comfortable dwelling house, and for a better and more accurate description of the lands and premises mortgaged and sold under said mortgage, reference is here made, and as a part hereof, to the aforesaid plat, deeds and records.

And the said Attorney named in said mortgage, as aforesaid, sold the same to "The Marine Bank of Crisfield, a body corporate, with its principal place of business in Crisfield, Maryland at and for the sum of Seven Hundred, Fifty Dollars ($750.) and the said purchaser has complied with the terms of sale by paying cash.

And the said Attorney named in said Mortgage, as aforesaid, brings into this 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,
The Attorney named in said Mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of August, 1931, 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 he made oath in due form of law that the matters and things stated in said report of sales are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Benson W. Sterling, N.P.

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

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| John B. Robins, Ex Parte, | ) | |
| Under Trust created by mortgage from Lloyd M. Justice and Elizabeth H. Justice his wife, to "The Marine Bank of Crisfield," a body corporate, mortgagee. | ) | No.4351 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 18th day of August, 1931, that the report of John B. Robins, the Attorney named in said Mortgage, 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 21st day of September, 1931, 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 18th day of September 1931.

The report states the amount of sale to be $750/00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 15th day of September, in the year nineteen hundred and thirty one comes again into Court here the said trustee by his solicitor aforesaid, and on motion of the said trustee as 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 15th day of September, 1931, 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 be entered of record according to law, and the same is accordingly done.

Per: J. Millard Lawes, Clerk.

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delivered and recorded among the Land Records of Somerset County cotemporaneously with this mortgage, and is the same and all the real estate and premises described and conveyed in a deed to Charles J. Sinn and the said Lida E. Sinn, his wife, as tenants by the entireties, from Annie E. Riggin bearing date the nineteenth day of March, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S.No.80, folio 310 etc.,

(Second) All that lot or parcel of land in said Town of Crisfield, County and State aforesaid, on the North side of Broadway, adjoining the land of William E. Daugherty on the East and the land of W. E. Ward and Brother on the West, being the same and all the real estate and premises conveyed unto the said Edward J. Holland by Benjamin F. Gibson and wife by deed bearing date the 25th day of April, in the year nineteen hundred and twenty-eight, and recorded among said Land Records in Liber G.W.L.No.96, folio 421 etc, except so much thereof as has been conveyed by the said Edward J. Holland and wife to the Crisfield Light and Power Company, a body corporate by deed bearing date the 30th day of July, in the year nineteen hundred and twenty-eight, and recorded among said Land Records in Liber G.W.L.No.97, folio 20 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.

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 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, whihh taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Edward J. Holland and Sadie G. Holland 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 demdnable, 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 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 the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, 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 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 existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Six 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, 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 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 said mortgagors.

Test: Fred N. Holland — Edward J. Holland (SEAL)

Sadie G. Holland (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 23rd day of March in the year nineteen hundred and twenty-nine before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Edward J. Holland and Sadie G. Holland, 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.

In testimony whereof I have hereunto subscribed my name the day and year aforesaid.

Fred N. Holland,
Justice of the Peace.

Received for record March 26th, 1929 and recorded in Liber G.W.L.No.98, folio 96, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

And thereupon the said Clarence P. Lankford, Attorney 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 Joseph W. Disharoon as sureties, are held and firmly bound unto 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, firmly by these presents, sealed with our seals and dated this 25th day of August, in the year nineteen hundred and thirty-one.

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Whereas the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Edward J. Holland and Sadie G. Holland, his wife, to the Bank of Crisfield, a body corporate, dated the 23rd day of March, in the year nineteen hundred and twenty-nine, and recorded among the Land Records of Somerset County in Liber G.W.L.No.98, folio 96 etc, is authorized to sell the real estate 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 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, to wit:

The above bond approved this 25th day of August, in the year nineteen hundred and thirty-one.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 11th day of September, in the year nineteen hundred and thirty-one 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:

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| Clarence P. Lankford | ) | |
| Vs. | ) | No.4355 Chancery |
| Trust created by mortgage from Edward J. Holland and Sadie G. Holland his wife, to the "Bank of Crisfield," a body corporate. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |
| | ) | |

To the Honorable the Judges of the Circuit Court for Somerset County, in Equity.

The report of Clarence P. Lankford, Attorney, by virtue of the power and authority contained in a mortgage from Edward J. Holland and Sadie G. Holland his wife, to the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, bearing date the twenty-third day of March in the year nineteen hundred and twenty-nine, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L.No.98, folio 96 etc., and duly authorized and empowered by said mortgage (default having occurred in the covenants and conditions 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 after having complied with all the requisities as required by law and the said mortgage, and giving 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 said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday, the 29th day of August, nineteen hundred and thirty-one at or about the hour of 2.30 o'clock P.M., and then and there proceeded to sell said real estate described and conveyed in said mortgage, in manner following, that is to say:

Your attorney first 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 East side of Somerset Avenue, adjoining the

land of Edward P. Wyatt on the North and the land of E. Catherine Lewis on the South, being the same and all the real estate and premises conveyed unto the said Edward J. Holland and Sadie G. Holland, his wife, as tenants by the entireties, by Lida E. Sinn by deed bearing date the twenty-first day of March, in the year nineteen hundred and twenty-nine, and recorded among said Land Records in Liber G.W.L.No.97, folio 433 etc, and is the same and all the real estate and premises described in a deed to Charles J. Sinn and Lida E. Sinn, his wife, as tenants by the entireties, from Annie E. Riggin bearing date the nineteenth day of March in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S.No. 80, folio 310 etc, whereupon Alice E. Webb of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Six Thousand and Fifty-three dollars ($6,053.00) whereof said purchaser paid Fifteen Hundred and fifty-three dollars ($1,553.00) in cash, and gave her bond, with J. Vernon Webb, security, for the sum of Forty-five Hundred Dollars ($4,500.00) payable on the ratification of said sale by this Court.

Your Attorney next offered at public sale to the highest bidder, all that lot or parcel of land situate, lying and being in said Town of Crisfield, County and State aforesaid on the North side of Broadway, adjoining the land of William E. Daugherty on the East and the land of William E. Ward on the West, being the same and all the real estate and premises conveyed unto the said Edward J. Holland by Benjamin F. Gibson and wife by deed bearing date the twenty-fifth day of April, in the year nineteen hundred and twenty-eight, and recorded among said Land Records in Liber G.W.L.No.96, folio 421 etc., except so much thereof as has been conveyed by the said Edward J. Holland and wife to the Crisfield Light and Power Company, a body corporate, by deed bearing date the thirtieth day of July, in the year nineteen hundred and twenty-eight, and recorded among said Land Records in Liber G.W.L.No.97, folio 20 etc., whereupon William E. Ward and Frederick Ward, partners trading as W. E. Ward and Brother of said Somerset County, being the highest and best bidders therefor, became the purchasers thereof, at and for the sum of Two Thousand Dollars ($2,000.00) whereof said purchasers paid two hundred dollars ($200.00) in cash, and gave their bond secured to the satisfaction of your Attorney, payable on the ratification of said sale by this Court.

And your Attorney prays the ratification of his said proceedings and of the sales by him made.

Respectfully submitted.

Clarence P. Lankford, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of September in the year nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset County, aforesaid, 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 sales therein reported were fairly made.

J. Millard Tawes, Clerk.

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

| | | |
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| Clarence P. Lankford, Ex Parte. | ) | No.4355 Chancery |
| Trust created by mortgage from Edward J. Holland and Sadie G. Holland his wife, to the "Bank of Crisfield," a body corporate. | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 11th day of September, nineteen hundred and thirty-one, that the sales of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from

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Edward J. Holland and Sadie G. Holland, his wife, 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 said Somerset County, once in each of three successive weeks before the 12th day of October next.

The report states the amount of sales to be $8,053.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 29th day of October, in the year nineteen hundred and thirty-one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee, as aforesaid, the Court here passed the following order to wit:

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|---|---|---|
| Clarence P. Lankford, Ex parte.<br><br>Trust created by mortgage from Edward J. Holland and Sadie G. Holland, his wife, to the Bank of Crisfield, a body corporate. | )<br>)<br>)<br>) | No.4355 Chancery<br>In the Circuit Court<br>For Somerset County. |

Ordered by the Circuit Court for Somerset County, this 23rd day of October nineteen hundred and thirty-one, that the sales of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Edward J. Holland and Sadie G.Holland his wife, to the Bank of Crisfield, a body corporate, 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.

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. Millard Tawes, Clerk.

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|---|---|---|
| William W. Fontaine | ) | Be it remembered that |
| Vs. | ) | heretofore to wit, on the |
| Albert R. Wilson and George L. Wilson. | ) | 2nd day of February, in the |
| No.4309 Chancery. | ) | year nineteen hundred and |
| | ) | thirty-one a certain William |
| | ) | W. Fontaine by Geo. H. |
| | | Myers, his solicitor exhibit- |

ed and filed in the Circuit Court here a bill of complaint against Albert R. Wilson and George L. Wilson, which said bill of complaint is in the words following, to wit:

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|---|---|---|
| William W. Fontaine | ) | |
| Vs. | ) | No.4309 Chancery |
| Albert R. Wilson and George L. Wilson. | ) | Circuit Court for |
| | ) | Somerset County, |
| | | Maryland. |

To the Honorable the Judge of said Court:

Your orator complaining says:

First: That on the second day of March, nineteen hundred and twenty-five there was advertised for sale at public auction by a certain George H. Myers, Assignee, two lots or parcels of land, one of which had been conveyed to Perry Wilson by deed from Thomas Furniss and wife, dated November first, eighteen hundred and seventy-six and of record among the land records of said Somerset County in Liber L.W.No.16, folio 498, et seq., and the other which had been conveyed to Mariah Wilson by Wesley Ford and wife by deed dated May seventeenth, eighteen hundred and ninety and recorded as aforesaid in Liber H.F.L.No.8, folio 49 et seq., said auction sale was advertised to take place on the tenth day of March, nineteen hundred and twenty-five in front of the Court House in Princess Anne, Maryland.

Second: That on said second day of March the said defendants being desirous to purchase the aforesaid parcels of land which had been the property of their parents, namely, the said Perry and Mariah Wilson and having only the sum of three hundred dollars to pay therefore, the said defendants entered into an agreement with the said plaintiff that if he would buy the property at said public auction they would pay him the three hundred dollars which they had available and execute to him a mortgage for the balance of the purchase price, containing the usual covenants included in real estate mortgages in said Somerset County, and further agreed that they would pay annually the taxes and insurance on said property and interest annually on the balance of said mortgage debt and would make substantial payments each year on account of the principal of said mortgage debt and the said plaintiff agreed with the defendants to purchase said property on the said terms, provided it did not sell for more than eight hundred dollars and to execute a deed to the defendants for said property upon the execution of the mortgage aforesaid for the balance of said purchase price.

Third: That the said defendants thereupon gave the said sum of three hundred dollars to the plaintiff and the plaintiff at said public auction on said tenth day of March, nineteen hundred and twenty-five, purchased said property at and for the sum of six hundred and sixty-five dollars, which was the lowest price at which the said plaintiff was able to obtain it, and in due course said sale was duly ratified and the said George H. Myers exeduted to the plaintiff a deed for said property, certified copy of which said deed is herewith filed marked "Plaintiff's Exhibit A" that the said defendants failed to execute the aforesaid mortgage to the plaintiff for the balance of said purchase price, to wit: the sum of three hundred and sixty-five dollars, but paid to the plaintiff in cash on account of said balance on May ninth,

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nineteen hundred and twenty-five the further sum of fifty dollars and on said ninth day of May, nineteen hundred and twenty-five the said Perry Wilson, father of the said defendants, paid for the said defendants on account of said purchase price, the sum of fourteen dollars and ninety-nine cents, leaving a balance due the plaintiff of three hundred dollars, with interest from said 10th day of March, nineteen hundred and twenty-five, that the said Perry Wilson, father of the said defendants, has been in possession of said property since the day of said purchase and the said defendants have paid the taxes on said property for the years 1925, 1926, 1927 and 1928, but the taxes for the years 1929 and 1930 remain unpaid, which unpaid taxes amount to thirty dollars and eighty-six cents, with interest from the first day of February, nineteen hundred and thirty-one, and so far as your orator is advised the said defendants have kept the property insured but the said defendants have failed to make any further payments to your orator on account of said principal or to pay to your orator any interest on the unpaid balance of said purchase money.

Fourth: That your orator entered into said agreement with said defendants not from the viewpoint of investing money in said property but to accomodate said defendants and their father the said Perry Wilson, and was willing and agreed to give the said defendants a reasonable time to pay the balance of said mortgage debt, provided the said defendants kept up the interest, taxes and insurance as aforesaid, but more than five years have elapsed since any payment was made by the said defendants on account of the said balance, or interest although your orator has repeatedly called upon them for settlement and offered to execute and deliver to them a deed upon the payment of said balance.

To the end therefore:

(1) That the said defendants, Albert R. Wilson and George L. Wilson may be decreed to pay to your orator what may be due him as aforesaid, together with his costs of suit by a short day to be appointed for that purpose or in default thereof that the said Albert R. Wilson and George L. Wilson and all persons claiming under them, may be absolutely debarred and foreclosed, of and from all right and equity of redemption in and to the said land and premises described in said "Exhibit A" and every part thereof.

(2) 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 an order of publication giving notice to the said Albert R. Wilson and George L. Wilson, both adults residing in the City of Chester, State of Pennsylvania, and who are non-residents of this State, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Complaint.

Exhibit "A" referred to in the foregoing bill is in the words following, to wit:

THIS DEED, Made this sixth day of May in the year one thousand nine hundred and twenty-five by George H. Myers, Assignee as hereinafter set forth. Whereas at a public sale made the tenth day of March in the year one thousand nine hundred and twenty-five by the said George H. Myers in pursuance of the special power and authority vested in him as assignee of a certain mortgage from Perry Wilson and wife to Charles W. Fontaine bearing date of the twelfth day of October, in the year one thousand eight hundred and ninety-nine and recorded among the land records of Somerset County in Liber O.T.B.No.21, folio 410 which sale was made after default had occurred under said mortgage and after due public notice of sale, and after bond had been duly filed in the Circuit Court for said Somerset County the parcel of land and premises hereinafter described being the property by said mortgage conveyed was sold unto William W. Fontaine of said county who was then and there a bidder, at and for the sum of Six Hundred and Sixty-five dollars

dollars and the sale having been duly reported to and ratified by the said Court, and the purchase money paid as is hereby acknowledged, the said George H. Myers is in law duly authorized to execute a deed for the property to the purchaser.

Now therefore this deed witnesseth, that the said George H. Myers, Assignee as aforesaid, in consideration of the premises and of the sum of one dollar to him by the grantee paid in execution of the power and authority in him vested by the said mortgage, does grant and convey unto the said William W. Fontaine all the right, title and interest of the said Perry Wilson and Mariah Wilson his wife, or of those claiming by, from or under them in and to all those lots or parcels of ground situated and lying in Somerset County aforesaid and particularly described as follows:

First: All that lot of land which was conveyed to Perry Wilson by Thomas Furniss and wife by deed dated November first, eighteen hundred and seventy-six, recorded among the land records of said Somerset County, Liber L.W.No.16, folio 498 et seq., and containing two and one-half acres, more or less except so much thereof as was conveyed by said Perry Wilson and wife, to James Maddox by deed dated January thirtieth, eighteen hundred and seventy-nine.

Second: All that lot of land which was conveyed to Mariah Wilson by Wesley Ford and wife, by deed dated May seventeenth eighteen hundred and ninety and recorded among said land records in Liber H.F.L.No.8, folio 49 et seq., and containing eight acres, more or less.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To have and to hold the above granted property unto the said land and premises unto and to the said William W. Fontaine his heirs and assigns, in fee simple.

As witness my hand and seal the day and year first above written.

Test: $1.00 Revenue Stamp. Geo. H. Myers (SEAL)
Assignee.

Edgar A. Jones

State of Maryland, Somerset County, to wit:

I hereby certify that on this sixth day of May, in the year one thousand nine hundred and twenty-five before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared George H. Myers, assignee aforesaid and acknowledged the aforegoing deed to be his act and deed.

Edgar A. Jones, J.P.

Received for record 6th May 1925, and recorded in Liber W.J.S.No.91, folio 557 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland hereby certify that the foregoing Deed is truly and correctly copied from Liber W.J.S.No.91, folio 557 &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 2nd day of February 1931.

Seal of Court. J. Millard Tawes, Clerk.

And thereupon in pursuance of the prayer of the foregoing bill, and by order of Court here, the following order of publication was filed, to wit:

ORDER OF PUBLICATION.

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| Vs. | ) | No.4309 Chancery |
| Albert R. Wilson and George L. Wilson | ) | Circuit Court for |
| | ) | Somerset County, |
| | ) | Maryland. |

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The object of this suit is to obtain a decree against the defendants for the balance of purchase price due the plaintiff for the land hereinafter described and in default thereof that defendants, be debarred and foreclosed from all equity of redemption in and to said land and that said land be decreed to be sold for the payment of said balance.

The bill of complaint states: That on the 2nd day of March, 1925, there was advertised for sale at public auction, to be held at the Court House in Princess Anne, Maryland, on March 10, 1925, two lots of land, one of which had been conveyed to Perry Wilson by deed from Thomas Furniss and wife, dated November 1, 1876, and recorded among the land records of said Somerset County in Liber No.16, folio 498 et seq., and the other had been conveyed to Mariah Wilson by Wesley Ford and wife by deed dated May 17, 1890 and recorded as aforesaid in Liber H.F.L.No.8, folio 49 et seq., that on said 2nd day of March 1925 the said defendants entered into an agreement with the plaintiff and if he would buy at said auction the two aforesaid parcels of land they would give him $300. on account of the price which he would have to pay therefor, and execute to him a mortgage for the balance of said purchase price, containing the usual covenants included in real estate mortgages in said Somerset County, and further agreed that they would pay annually the taxes and insurance on said property and interest annually on the balance of said mortgage debt and would make substantial payments each year on account of the principal of said mortgage debt and the plaintiff agreed with the defendants to purchase said property on said terms, provided it would not sell for more than $800. and execute a deed to the defendants for said property upon the execution of the mortgage aforesaid, by the defendants for the balance of said purchase price, that the said defendants did pay to the plaintiff $300. on account of said purchase price for said property and the plaintiff purchased the same at said auction for the sum of $665. which was the lowest bid at which he was able to obtain it and in due corse the plaintiff obtained a deed for the property, certified copy of which said deed is filed with the bill of complaint, that the defendants failed to execute the aforesaid mortgate to the plaintiff for the balance of said purchase price but on the 9th day of May 1925, there was paid to the plaintiff on account of the balance of said purchase price, in two payments, a total of $64.99 leaving a balance due the plaintiff of $300., with interest from said 10th day of March 1925, that the said Perry Wilson, father of the defendants, has been in possession of said property since the day of said purchase and the said defendants have paid all the taxes on said property except for the years 1929 and 1930, which unpaid taxes amount to $30.86 with interest from the 1st day of February 1931, and the said defendants have kept the property insured but have failed to make any further payment to the plaintiff since said 9th day of May 1925, on account of said principal or to pay to the plaintiff any interest on the unpaid balance of said purchase money, that the said plaintiff entered into said agreement solely for the accomodation of the said defendants and their father, the said Perry, and was willing and agreed to give the defendants reasonable time to pay the balance of said mortgage debt, provided said defendants kept paid the interest, taxes and insurance as aforesaid, but said defendants have made no payment whatever to the plaintiff for a period of more than five years, although the plaintiff has repeatedly made demand upon them and offered to execute and deliver to them a deed for said property upon the payment of said balance.

It is thereupon this 11th day of February 1931, ordered, by the Clerk of the Circuit Court for Somerset County in Equity, 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 16th day of March 1931, give notice to the said Albert R. Wilson and George L. Wilson who are non-residents of the State of Maryland of the object and substance of this suit, warning them to be and appear in this Court in person or by solicitor, on or before the 2nd day of April 1931, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes,
Clerk of the Circuit Court for Somerset County,Md.

And thereafter to wit on May 11th, 1931, the Decree Pro Confesso and order to take testimony was filed:

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| | ) | No.4309 Chancery |
| Vs. | ) | |
| | ) | Circuit Court for |
| Albert R. Wilson and George L. Wilson | ) | |
| | ) | Somerset County, |
| | ) | Maryland. |

The order of publication heretofore issued in the above cause having been duly published in the Somerset News, a newspaper printed and published in Princess Anne in said Somerset County, as prescribed by the terms of said order, as appears by certificate of the publisher of the said Somerset News, filed in these proceedings, and the defendants, Albert R. Wilson and George L. Wilson, having failed to appear either in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 11th day of May nineteen hundred and thirty-one, 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 the bill.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 21st day of May in the year nineteen hundred and thirty-one, 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 by him taken in the words following, to wit:

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| | ) | No.4309 Chancery |
| Vs. | ) | |
| | ) | In the Circuit Court |
| Albert R. Wilson 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 May 21st, 1931, I did take the following depositions, that is to say:

William W. Fontaine, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William W. Fontaine, age 56 years, residence, Manokin, Md., Occupation farming.

Int.2. Do you know the parties to this suit?

Ans. I am the plaintiff and I have known the defendants all of their lives.

Int.3. What, if any, dealing did you have with the defendants pertaining to the sale of land?

Ans. My brother and I had a mortgage on the property of Perry and Mariah Wilson, who were the parents of the defendants. The mortgage interest was in arrears and we were foreclosing the mortgage through Mr. Myers, About a week before the day the property was to be sold, the Wilson boys came down to see me from Chester and wanted to buy their parents property. They had $300.00 in money to pay on account. I took them up to Mr. Myers office and we there agreed that if I could bid in the property at the foreclosure sale for not more than $800.00 I would sell if to them for just what it costs me, giving them credit for $300.00 paid me and take a mortgage for the balance. Mr. Myers wrote up a short receipt and gave me a copy which I am filing herewith as Exhibit "A" to be used as evidence in this cause. I purchased the property at the auction on March 10, 1925, for $665.00 and Mr. Myers made a note of the purchase price at the bottom of the copy of the receipt. In May following, Alfred Wilson paid me

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another $50.00 on account of the purchase price and when the foreclosure sale was settled, there was a balance of $14.99 due Perry Wilson which he turned over to me on account of the purchase made by the boys. This make a total credit of 365.00 with the exception of one cent, and left a balance of $300.00 with interest from March 10, 1925. They have never paid anything on account since the $50.00 payment in May 1925. I have written to them several times and George promised one time to pay me $40.00 on account buty they not only never made any further payments but failed to execute the mortgage which they had agreed to give me.

Int.4. Look at the paper here shown you and state what it is?

Ans. That is the deed to the property which I purchased at the foreclosure sale from Mr. Myers and the description in that deed cowers the two parcels of land which I agreed to sell the defendants.

(plaintiff herewith files to be used as evidence in this case the original deed from Geo. H. Myers, Trustee, to the plaintiff, marked Exhibit "B")

Int.5. Who has occupied the property since you agreed to sell it to the defendants?

Ans. Perry, their father.

Int.5. What was your purpose in making the sale to the defendants in the manner you did.

Ans. I did it to accomodate the defendants. It has been their father home and they wanted to save it for him. It was not done for the purpose of investement. I carried it along for five years without any interest until here recently they had a chance to sell eight acres of the land which Perry Wasn't using at a price that would have clared that they owed me and left them the house and about two acres of land. When they refused to do this or to pay me the balance, I thought it time to get my money out of the property.

Int.6. What is the value of the property and give a brief description of the land and improvements.

Ans. The whole property is worth about $700.00 and it consists of about ten acres of land and a small four room frame house.

Int.7. Who has paid the taxes and insurance on the property?

Ans. Either Perry or the defendants have paid up until 1928. The 1929 and 1930 taxes are unpaid. I learned from Mr. H.J. Waters that Perry has kept up the insurance.

Court question and answer:

"Nothing further."

Test: Harry C. Bashiell, Exm., Wm. W. Fontaine

George H. Myers, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George H. Myers, age 51 years, residence, Princess Anne, Md., occupation, attorney at law.

Int.2. Do you know the parties to this suit and if so, how long have you known them?

Ans. I have known the plaintiff for a number of years but I never saw the defendants but one time, that is, on March 2, 1925.

Int.3. What do you know of the transaction between these parties mentioned in the bill of complaint?

Ans. Mr. Fontaine has correctly stated the terms of this agreement with the defendants so far as I recollect it. The copy of the receipt which he has filed as Exhibit "A" was made in my office and the entry at the bottom in ink is in my hand writing. My records and the proceedings in the foreclosure of the mortgage of Perry Wilson and wife show that I sold the property to Mr. Wm. W. Fontaine on March 10, 1925, for $665.00. That was the highest bid received for it when offered at public sale at the Court House door in Princess Anne. The certified copy of the deed which he has offered in evidence as Exhibit "B" correctly describes the property which the plaintiff agreed to sell to the defendants. I know nothing more about the

transaction until January 10, 1931 when Mr. Fontaine came to me stating that the defendants had paid him nothing for over five years and that he had a chance to sell eight acres of it at a price that would let him out and asked me to prepare a deed and send it to the Wilson boys explaining the situation and see if they would settle it that way, file herewith copy of a letter under date of January 10, 1931, which I addressed to Alfred R. Wilson, marked Exhibit "C" I received in reply a letter from an Attorney E. A. Howell, which I herewith file marked Exhibit "D". I replied to Mr. Howell under date of January 13th, and again on January 19th, 1931, copy of which said letters are herewith filed marked Exhibit "E" and "F" respectively. Mr. Howell replied on January 20th, his reply filed herewith as Exhibit "G". On February 20th, I had heard nothing further from the Wilson boys or Mr. Howell I filed the bill of complaint and sent Mr. Howell a copy of the order of publication with a letter, copy of which I am filing herewith as Exhibit "H" Howell responded with an inpudent letter under date of February 3rd, which I ignored and which is herewith filed as Exhibit "I". That is all I know about it.

Court question and answer:

"I know nothing further."

Test: Harry C. Dashiell, Exm., Geo. H. Myers.

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 or costs is correct.

Given under my hand and seal this 21st day of May, nineteen hundred and thirty-one.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

| | | |
|---|---|---|
| Harry C. Dashiell, | Examiner | $4.00 |
| George H. Myers, | Witness | .75 |
| | | $4.75 |

Exhibit "A" referred to in the foregoing Testimony as follows, to wit:

March 2, 1925.

Received of Albert R. Wilson and George L. Wilson the sum of Three Hundred Dollars ($300.00) on account of purchase price of Perry and Maria Wilson property, which is to be sold at public auction on March 10th, 1925, which property I agree to purchase provided it does not sell for more than $800.00, and convey the same to said Albert R. and George L. Wilson, taking a mortgage from them for balance of purchase price. If I do not buty the said property at said public sale I will return the said $300.00.

William W. Fontaine.

Property purchased for $665.00 March 10th, 1925.

May 9th, 1925.

Paid by Perry Wilson fourteen dollars and ninety-nine cents $14.99.

Received of Alfred and George Wilson the sum of Fifty Dollars $50.00.

And thereafter, to wit on the 24th day of June in the year nineteen hundred and thirty-one the Circuit Court here passed the following decree in the premises, to wit:

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| Vs. | ) | No.4309 Chancery |
| Albert R. Wilson and George L. Wilson | ) | Circuit Court |
| | ) | For Somerset County, |
| | ) | Maryland. |

This cause standing ready for hearing and having been submitted the proceedings therein were read and considered.

It was, thereupon this 24th day of June, nineteen hundred and thirty-one, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed, that the defendants forthwith pay or bring into this Court to be paid unto the plaintiff, the sum of three hundred dollars, the same being the balance of purchase money due for the land and premises in the proceed-

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ings mentioned, together with interest thereon from the tenth day of March, nineteen hundred and twenty-five until so paid, or brought in, and the plaintiff's costs of suit to be taxed by the Clerk; and that upon payment of the aforesaid sum of money, with interest and costs as aforesaid, or bringing the same into this Court, the plaintiff, by a good and sufficient deed to be executed and acknowledged agreeable to law and wherein the plaintiff shall procure his wife to join for the purpose of barring her title of dower in said premises, shall convey unto the defendants, and their heirs, the land and premises in the proceeding mentioned and described as sold by the plaintiff to the defendants, and all the right, title, interest and estate of the plaintiff in and to the same.

And it is further adjudged, ordered and decreed that unless the defendants shall pay, or bring into this Court to be paid, unto the plaintiff the aforesaid sum of money, with interest and costs as aforesaid on or before the 27th day of July next, the aforesaid lands and premises, or so much thereof as may be necessary to discharge the plaintiff's claim then remaining unsatisfied, be sold, that George H. Myers, 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 the Clerk of this Court, in the penalty of Seven Hundred ($700.00) 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 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 or purchasers, the credit portions to bear interest and to be secured by the bond of the purchaser, with security to the satisfaction of the said trustee, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to 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, plaintiff 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.

Robt. F. Duer,

And thereupon the said Geo. 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 & 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 seven hundred dollars ($700.00) to be paid to the saidState 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 twenty-eighth day of July, nineteen hundred and thirty-one.

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 William W. Fontaine Vs. Albert R. Wilson and George L. Wilson, now pending in said Court, the same being No.4309 Chancery 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.

Geo. H. Myers (SEAL)

Marion R. Propst,
Witness.

Corporate Seal.

Hartford Accident & Indemnity Company
By Geo. H. Myers, Attorney in Fact.

Which said Bond was thus thereon endorsed, to wit:

Trustee's Bond Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on August 25th, 1931, 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:

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| Vs. | ) | No.4309 Chancery |
| Albert R. Wilson and George L. Wilson | ) | In the Circuit Court |
| | ) | 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 printed 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 twenty-fifth day of August, in the year nineteen hundred and thirty-one 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 the following described lots or parcels of real estate situate in Westover Election District in said Somerset County, lying and binding on the private road leading from the Fairmount Westover stone road to the home place of the said William W. Fontaine, to wit:

First: All that lot of land whereon Perry Wilson now resides, and being the same land which was conveyed to the said Perry Wilson by Thomas Furniss and wife by deed dated November 1st, 1876, and recorded among the land records of said Somerset County in Liber L.W.No.16, folio 498, containing two and one-half acres, more or less, except so much thereof as was conveyed by the said Perry and wife to James Maddox by deed dated January 30th, 1879.

Second: All that lot of land containing eight acres, more or less, which was conveyed by deed to Mariah Wilson from Wesley Ford and wife, dated May 17, 1890, and recorded as aforesaid in Liber H.F.L.No.8, folio 49 et seq.,

And sold the same to William W. Fontaine of said Somerset County, he being then and there the highest bidder therefor, at the sum of five hundred dollars and said purchaser has complied with the term of sale, and said Trustee has distributed the proceeds of said sale as follows:

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| | |
|---|---|
| Harfford Accident & Indemnity Company, premium on Trustee's bond | $5.00 |
| Harry E. Muir, State and County taxes | 46.38 |
| Somerset News, advertising, order of publication and order nisi | 51.00 |
| J. Millard Tawes, Clerk's costs | 15.25 |
| Harry C. Dashiell, examiner's fee | 4.00 |
| Burnie C. Dryden, Auctioneer's fee | 3.00 |
| Trustee, for his commissions per Chancery rule | 39.00 |
| George H. Myers, solicitor's fee | 10.00 |
| Balance to William W. Fontaine on account of his vendor's lien | 326.37 |
| | $500.00 |

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this 25th day of August, nineteen hundred and thirty-one, 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 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.

J. Millard Tawes, Clerk.

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

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| Vs. | ) | No.4309 Chancery |
| Albert R. Wilson and George L. Wilson | ) | In the Circuit Court |
| | ) | For Somerset County. |
| | ) | In Equity. |

Ordered, that the Sale of property mentioned in these proceedings and the distribution of the proceeds thereof, made and reported by George H. Myers, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of September, 1931, 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 25th day of September 1931.

The Report states the amount of Sales to be $500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 24th day of October in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| William W. Fontaine | ) | |
| Vs. | ) | In the Circuit Court |
| Albert R. Wilson and George L.Wilson | ) | In Equity |
| | ) | For Somerset County, |
| | ) | September Term, 1931. |

Ordered by the Court, This 24th day of October 1931 that the sale made and reported by the Trustee aforesaid and distribution of proceeds thereof be and the same is hereby finally ratified and confirmed, no cause to the contrary having beem 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: J. Millard Tawes, 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 the 2nd day of the same month, in the year of our Lord one thousand nine hundred and thirty one.

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

Luther Daugherty, Esq., Sheriff. J. Millard Tawes, Clerk.

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

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

| | |
|---|---|
| L. Paul Ewell, Ex Parte<br>Trust created under mortgage<br>to L. Paul Ewell from Frank<br>Cropper, Sr.<br>No. 4357 Chancery | Be it remembered that heretofore to wit, on the 3rd day of September , in the year nineteen hundred and thirty one, a certain L. Paul Ewell of Worcester County and State of Maryland in his proper person exhibited and filed in the Circuit Court here, the |

original of a certain mortgage executed and delivered to L. Paul Ewell by a certain Frank Cropper, Sr. of Worcester County and State of Maryland, which said mortgage is in the words following to wit:

This Mortgage, Made this 14th day of July, in the year nineteen hundred and twenty-six, by Frank Cropper Sr. (widower) of Worcester County, Maryland.

Whereas the said Frank Cropper, Sr. has borrowed of L. Paul Ewell the sum of one hundred dollars ($100.00) which is further evidenced by his bill obligatory of even date herewith payable thirty days after date, with interest from July 1, 1926, and to secure the payment of which, principal and interest, these presents are executed.

Now, therefore, this mortgage withesseth, that in consideration of the premises and the sum of one dollar ($1.00), the said Frank Cropper, Sr., does hereby grant and convey unto the said L. Paul Ewell, his heirs and assigns, in fee simple,all that lot or parcel of land in Dublin Election District, Somerset County, Maryland, on the northeast side of the Bowland road beginning at the center of said county road at the corner of the Cora Cottman lot and running thence northeasterly by and with the said Cottman lot to the line of Henry Carsley's lot; thence southeasterly by and with the said Carsley lot to the lot of the Trustees of Happy Choice Lodge and Tindley Church lots to the center of said county road and thence northwesterly by and with the the center of said road to the beginning, containing three (3) acres of land, more or less, and being the same land conveyed to the said Frank Cropper from Frank E. Hudson and wife by deed dated January 3, 1922, and recorded among the land records of Worcester County, Maryland, in Liber W. J. S. No. 85, folios 265, etc.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise 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, 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 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

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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 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 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, 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 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 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 existence 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 effected thereonto 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 hands and seals of said mortgagors.

his
Frank x Cropper Sr. (SEAL)
mark

Test:

Cynthia Ardis

State of Maryland, Worcester County to wit:

I Hereby Certify, That on this 14th day of July in the year nineteen hundred and twenty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County residing at Pocomoke City, personally appeared Frank Cropper, Sr. 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 L. Paul Ewell, 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.

Seal of Notary — Cynthia Ardis, Notary Public.

Received for Record July 17, 1926 and recorded in Liber W. J. S. No. 89 Folio 524 one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said L. Paul Ewell, Mortgagee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Paul Ewell, principal, and Lillie Powell Ewell and Cynthia Ardis, sureties, all of Pocomoke City, Worcester County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of two hundred dollars ($200.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 3rd day of September, 1931.

Whereas the above bounden L. Paul Ewell, by virtue of the power contained in a mortgage to him from Frank Cropper, Senior, bearing date November 6, 1929, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 989, folios 524, etc., default having been made in the payment of the debt thereby secured, the said L. Paul Ewell, as mortgagee, is about to sell the land and premises described therein.

Now 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 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, and Lillie Powell Ewell and Cynthia Ardis have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered as to L. Paul Ewell and Cynthia Ardis in the presence of M. E. White

L. Paul Ewell (SEAL) Principal

Cynthia Ardis (SEAL)

Lillie Powell Ewell (SEAL)

Signed, sealed and delivered as to Lillian Powell Ewell in the presence of L. P. Ewell

Which said bond was thus thereon endorsed, to wit:

Approved this 8th day of September, 1931.

J. Millard Tawes, Clerk.

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And thereafter to wit, on the 8th day of October, in the year nineteen hundred and thirty-one 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:

| | | |
|---|---|---|
| L. Paul Ewell, ExParte, | ) | |
| Trust created under mortgage to | ) | No. 4357 Chancery |
| L. Paul Ewell from Frank Cropper, Sr. | ) | In the Circuit Court |
| | ) | For Somerset County |

To the Honorable, the Judges of Said Court:

The report and petition of L. Paul Ewell, mortgagee in a mortgage from Frank Cropper, Senior, dated July 14, 1926, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 89, folios 524, 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 by said mortgage and by giving notice of the time, place, manner and terms of sale by advertisement published in the Somerset News, a newspaper published at Princess, in Somerset County, Maryland, at least twenty days before the day of sale, as provided in said mortgage, and by notice set up in front of the Court House door in the town of Princess Anne, and by hand bills circulated at least twenty days before the day of sale, he did, pursuant to said notice attend on the premises in Dublin Election District, Somerset County, Maryland, on Saturday, September 26, 1931, at the hour of nine o'clock in the morning, and then and there offered for sale at public auction all that lot or parcel of ground, together with the buildings thereon, Situate, lying and being in Dublin District, Somerset County, Maryland, on what is known as the Bowland Road, adjoining the property of Tindley's Church, and being all of the property by the aforesaid mortgage conveyed, containing three acres of land, more or less, and the said L. Paul Ewell, being the mortgagee in said mortgage was the highest bidder therefor, at and for the sum of two hundred dollars ($200.00) with which sum he hereby charges himself.

And the said L. Paul Ewell, being the mortgagee, and being the purchaser of said property, he hereby prays that an order be passed by this Honorable Court appointing some person as trustee to grant and convey said property to him as the purchaser thereof.

Respectfully submitted,

L. Paul Ewell,

Mortgagee.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 7th day of October, A. D. 1931, 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 and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge and belief, and that said 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 which said report the Clerk of the Circuit Court here passed the following order, to wit:

| | | |
|---|---|---|
| L. Paul Ewell, Ex Parte, | ) | |
| Trust created under mortgage to L. Paul | ) | No. 4357 Chancery |
| Ewell from Frank Cropper, Sr. | ) | In the Circuit Court |
| | ) | For Somerset County |

Ordered this 8th day of Oct A. D. 1931, by 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, mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of November next, provided a copy of this order be inserted in some weekly newspaper published in Somerset County, Maryland, once a week for three successive weeks before the 9th day of Nov. next.

The report sets forth that the said L. Paul Ewell as mortgagee became the purchaser of the property and prays that a trustee be appointed to make conveyance of said property to him as purchaser.

The report states the amount of sale to be $200.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 9th day of December in the year nineteen hundred and thirty one, comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee by his solicitor aforesaid the Court here passed the following order to wit:

| | | |
|---|---|---|
| L. Paul Ewell, Ex Parte, | ) | |
| Trust created under mortgage | ) | No. 4357 Chancery |
| to L. Paul Ewell from Frank | ) | In the Circuit Court |
| Cropper, Sr. | ) | For Somerset County |

Ordered by the Circuit for Somerset County, Maryland, in Equity, this 9th day of December 1931, that the sale made and reported by L. Paul Ewell, mortgagee 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 said L. Paul Ewell, mortgagee as aforesaid, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor, And Cynthia Ardis is hereby appointed trustee to grant and convey the property mentioned in these proceedings to L. Paul Ewell, who is the mortgagee and who is also the purchaser, said conveyance to be made on the payment of the purchase money.

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: J. Millard Tawes, Clerk.

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

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| | |
|---|---|
| H. Fillmore Lankford, Ex Parte<br>Trust created by mortgage from<br>Harold O. Martin and wife to<br>Bank of Somerset<br>No. 4365 Chancery | Be it remembered that heretofore to wit, on the 22nd day of October in the year nineteen hundred and thirty one, a certain H. Fillmore Lankford of Somerset County and State of Maryland in his proper person, exhibited and filed in the Circuit Court here, the original of a certain mortgage executed |

and delivered to Bank of Somerset by a certain Harold O. Martin and wife of said County and State, which said original mortgage is in the words following, to wit:

This Mortgage, Made this 19th day of November, in the year nineteen hundred and twenty eight by Harold O. Martin and Ella L. Martin, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, Witnesseth:

Whereas the said mortgagors are indebted to the Bank of Somerset, a body corporate, in the sum of Two Thousand Dollars, which said debt is evidenced by the bill obligatory of the said Mortgagors for said sum, dated evenly herewith, payable to the said Bank of Somerset one year after date, with interest from date, payable semi-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 Harold O. Martin and Ella L. Martin, his wife, do grant and convey to the said Bank of Somerset, its successors and assigns, all those lots or parcels of land in East Princess Anne Election District, in Somerset County, in the State of Maryland, which were conveyed to the said mortgagors by Mary E. Hickey by deed dated the 1st day of February, 1923, recorded among the land records of said county in Liber W. J. S. No. 86, folio 555 etc, and further described as follows:

First: All that lot of land which was conveyed to Mary E. Hickey by Woodard W. Privott and wife by deed dated the 26th day of March, 1919, recorded among said records in Liber W. J. S. No. 78, folio 60 etc, and which was conveyed to the said Woodard W. Privott by Harley D. Yates and wife and Francis B. Allen and wife, by deed dated the 3rd day of December, 1915, recorded among said records in Liber W. J. S. No. 70, folio 335 etc, containing three and 89/100 acres, more or less.

Second: All that lot of land which was conveyed to Mary E. Hickey by the said Woodard W. Privott and wife by the deed aforesaid, and which was conveyed to the said Woodard W. Privott by Harley D. Yates and wife by deed dated the 13th day of March, 1916, recorded among said records in Liber W. J. S. No. 70, folio 338 etc, containing three acres, more or less,

Third: All those lots of land which wre conveyed to the said Mary E. Hickey by Dennis Hickey by deed dated the 17th day of November, 1915, recorded among said records in Liber W. J. S. No. 70, folio 89 etc, being all the lands conveyed to Dennis Hickey by two deeds, one from Gordon Tull, Trustee, dated the 1st day of April, 1902, recorded among said records in Liber O. T. B. No. 32, folio 528 etc, and the other from Francis B. Allen and wife, dated the 25th day of March, 1905, recorded among said records in Liber O. T. B. No. 40, folio 267 etc, except so much thereof as was conveyed by the said Dennis Hickey and wife to Francis B. Allen by deed dated the 15th day of March, 1905, recorded among said records in Liber O. T. B. No. 40, folio 266 etc.

To all of which said deeds and records special reference is hereby made for full and particular description of the lands hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise 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 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 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 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 H. Fillmore Lankford, 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 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 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 existence 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 effected thereonto 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 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 mentioned.

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Witness the hands and seals of said mortgagors.

Test: Harold O. Martin (SEAL)

Samuel H. Sudler Ella L. Martin (SEAL)

State of Maryland, Somerset County to wit:

I hereby certify, that on this 19th day of November, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Harold O. Martin and Ella L. Martin, 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 that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Vice-President and agent of the Bank of Somerset, mortgagee in said mortgage, and that he is authorized to make this affidavit.

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

Seal Of Notary

Samuel H. Sudler,

Notary Public.

Received for Record Nov. 19, 1928 and recorded in Liber G. W. L. No. 95, Folio 572 etc. one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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, William B. Spiva and Samuel H. Sudler, 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 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 13th day of October, nineteen hundred and thirty-one.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Harold O. Martin and Ella L. Martin, his wife, to the Bank of Somerset, a body corporate, dated the 19th day of November, 1928, recorded among the land records of said Somerset County in Liber G. W. L. No. 95, folio 572 etc, is authorized upon default in the terms and covenants in said mortgage to sell the real estate in said mortgage mentioned and conveyed, and whereas default has occurred in the terms and covenants of said mortgage, and the said H. Fillmore Lankford by virtue of the power and authority contained in said mortgage, and as attorney named in said mortgage, is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged real estate, lying and being in Somerset County, Maryland.

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 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.

H. Fillmore Lankford (SEAL)

Wm. B. Spiva (SEAL)

Witness: Samuel H. Sudler (SEAL)

J. A. Powell

Which said bond was thus thereon endorsed to wit:

The within bond and sureties are hereby approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 4th day of November in the year nineteen hundred and thirty one, 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:

| | | |
|---|---|---|
| H. Fillmore Lankford, | ) | No. 4365 Chancery, in the Circuit Court |
| Ex Parte | ) | for Somerset County, Maryland. |
| | ) | Trust created by mortgage from Harold O. |
| | ) | Martin and Ella L. Martin, his wife, to the |
| | ) | Bank of Somerset. |
| | ) | |

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from Harold O. Martin and Ella L. Martin, his wife, to the Bank of Somerset, dated the 19th day of November, 1928, recorded among the land records of said county in Liber G. W. L. No. 95, folio 572 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 in said Court, as required by law, conditioned for the faithful performance of the trust reposed in him by said mortgage, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper printed in said County, and by notice 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 third day of November, 1931, at or about the hour of two 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 or parcel of land, within the corporate limits of the town of Princess Anne, in East Princess Anne District, in Somerset County, Maryland, containing nine acres, more or less, on the south side of the street or road leading from Cohn & Bock's mill towards Snow Hill, now called Hampden Street, including all the parcels of land which were conveyed to the said Harold O. Martin and Ella L. Martin, his wife, as tenants by the entireties, by Mary E. Hickey by deed dated the 1st day of February, 1923, recorded among said records in Liber W. J. S. No. 86, folio 555 etc, improved by a dwelling house and large chicken house, and being the property whereon the said Harold O. Martin and Ella L. Martin reside, and sold the same to the Bank of Somerset, a body corporate and the mortgagee in said mortgage, it being the highest bidder therefor, at and for the sum of twenty-two hundred and fifty dollars.

The property sold by the said attorney includes the following described lots or parcels of land:

First: All that lot of land which was conveyed to Mary E. Hickey by Woodard W. Privott and wife by deed dated the 26th day of March, 1919, recorded among said records in Liber W. J. S. No. 78, folio 60 etc, and which was conveyed to the said Woodard W. Privott by Harley D. Yates and wife and Francis B. Allen and wife by deed dated the 3rd day of December, 1915, recorded among said records in Liber W. J. S. No. 70, folio 335 etc,

Second: All that lot of land which was conveyed to the said Mary E. Hickey by the said Woodard W. Privott and wife by the deed aforesaid, and which was conveyed to the said Woodard W. Privott by Harley D. Yates and wife by deed dated the 13th day of March, 1916, recorded among said records in Liber W. J. S. No. 70, folio 338 etc,

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Third: All those lots of land which were conveyed to the said Mary E. Hickey by Dennis Hickey by deed dated the 17th day of November, 1915, recorded among said records in Liber W. J. S. No. 70, folio 89 etc, being all the lands conveyed to Dennis Hickey by two deeds, one from Gordon Tull, trustee, dated the 1st day of April, 1902, recorded among said records in Liber O. T. B. No. 32, folio 528 etc, and the other from Francis B. Allen and wife, dated the 25th day of March, 1905, recorded among said records in Liber W. J. S. No. 40, folio 267 etc, except so much thereof as was conveyed by the said Dennis Hickey and wife to Francis B. Allen by deed dated the 15th day of March, 1905, recorded among said records in Liber O. T. B. No. 40, folio 266 etc,

The 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 makes the following distribution thereof:

| | | | |
|---|---|---|---|
| Whole amount of sale, | | | $2250.00 |
| Balance due on principal of mortgage, | | $1855.00 | |
| Interest to day of sale, | | 82.31 | $1937.31 |
| Clerk's fees, | | $11.00 | |
| Solicitor's appearance fee, | | 10.00 | |
| Advertising sale and order nisi, | | 22.50 | |
| Auctioneer, | | 3.00 | |
| Fire insurance premium, | | 26.80 | |
| State and County taxes, 1927... | $11.65, balance | | |
| State and County taxes, 1928, .. | 37.04 | | |
| State and County taxes, 1929,... | 33.58 | | |
| State and County taxes, 1930,.. | 28.68 | 110.95 | |
| Attorney's commissions, | | 128.44 | 312.69 |
| | | | $2250.00 $2250.00 |

And the said attorney prays a ratification of all 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 fourth day of November, nineteen hundred and thirty-one, 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 knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes,

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:

| | | |
|---|---|---|
| H. Fillmore Lankford, | ) | No. 4365 Chancery, in the Circuit Court for Somerset |
| Ex Parte | ) | County, Maryland. |
| | ) | Trust created by mortgage from Harold O. Martin and Ella |
| | ) | L. Martin, his wife, to the Bank of Somerset. |

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this fourth day of November, nineteen hundred and thirty-one, 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 first day of December, 1931; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 30th day of November, 1931 The report states the amount of sale to be twenty-two hundred and fifty dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 12th day of December, in the year nineteen hundred and thirty-one comes again into Court here the said trustee by his solicitor aforesaid and on motion of the said trustee aforesaid the Court here passed the following order to wit:

| | | |
|---|---|---|
| H. Fillmore Lankford, | ) | No. 4365 Chancery, in the Circuit Court for Somerset |
| Ex Parte. | ) | County, Maryland. |
| | ) | Trust created by mortgage from Harold O. Martin and Wife, |
| | ) | to Bank of Somerset. |

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 December, nineteen hundred and thirty-one, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, the attorney mentioned in said report, 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 finally ratified and confirmed.

Robert F. Duer,
Judge of said Court.

The Bill Obligatory mentioned in the foregoing mortgage is in the words following to wit:

$2000.00 November 19, 1928

Secured by mortgage of even date herewith, and for value received, one year after date, we jointly and severally promise to pay to Bank of Somerset, a body corporate, or order, Two Thousand dollars, with interest from date, payable semi-annually from date, and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity, hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against us for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness our hands and seals.

| | |
|---|---|
| Witness: | Harold O. Martin (SEAL) |
| Samuel H. Sudler | Ella L. Martin (SEAL) |

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. Millard Tawes, Clerk.