Adams Fred H. & Wife	Their land sold under mtg	41
Adams William H.	Purchaser of land of Geo. L. Custis & Wife	57
Adams William H.	Purchaser of land of Elijah Boston & Wife	158
Anderson Howard	Purchaser of land of Thomas L. Barnette & Wife	293
Anderson Howard	Purchaser of land of John H. Dunn & wife	471
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Bowen Margaret L.	Purchaser of land of Harold C. Wills & wife	24
Beauchamp L. Creston Exparte	Sale of land of Geo. L. Custis & wife	59
Bank of Somerset	Purchaser of land of Richard L. Fitzgerald	80
Bank of Somerset	Purchaser of land of Richard L. Fitzgerald	80
Bank of Crisfield	Vs. John C. Horsey & others	91
Bank of Crisfield	Purchaser of land of Marion E. Horsey	91
Ballard George H.	His land sold under Mortgage	112
Bradshaw Asbury L.	His land sold under decree	122
Ballard John Wesley & Maggie G.	Their land sold under Mortgage	148
Boston Elijah & Wife	Their land sold under Mortgage	158
Bank of Crisfield	Purchaser of land of Warren C. Lawlor & wife	175
Bank of Crisfield	Vs. Silas E. Sterling & others	185
Betts Charles J.	Purchaser of Lots #1 & 2, of Silas Sterling et al.	185
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Byrd James E. & Mary E. his wife	Their land sold under Mortgage	267
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Barnette Thomas L. & Maude, his wife	Their land sold under Mortgage	293
Beauchamp Lewis J.	His land sold under Mortgage	298
Beauchamp Robert L.	Purchaser of land of Lewis J. Beauchamp	298
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Bank of Somerset	Purchaser of land of John Littleton Lloyd & wife	536
Bank of Crisfield	Purchaser of land of Henry Frank Adams & wife	577
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Cluff Margaret & others	Purchaser of land of Harold C. Mills & wife	24
Cobb E. Herman & another	Purchaser of land of Wm B. Potter	43
Collins Clarence C.	Purchaser of land of Lorie C. Lunn Jr.	53
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Cox H. Ernest	Purchaser of land of John Hussey & wife	107
Cattman Clay & Wife	Their land sold under Mtg	136
Cullen Paul	Purchaser of land of Edward F.Marshall's heirs.	379
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Jones Edgar G. Ex parte	Sale of land of Elwood Hiatt et al	262
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Lucas E. Willie & others	Purchaser of land of Harold C. Mills & wife	24
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Lloyd Edward Clayton	Purchaser of land of Fred H. Adams & wife	1
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Lankford Clarence P. Ex Parte	Sale of land of Charles T. Laird & wife	401
Laird Charles T. & wife	Their land sold under mortgage	401
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Lankford Clarence P.	Ex Parte sale of land of Henry Francis Adams & wife under Mortgage	577
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Sadler Mary G.	Purchaser of land of John H. Lawman & Wife	142
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Sterling John S. Heirs	Their land sold under decree	523
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Tawes Marion V.		Purchaser of land of Lennie M Whitelaw	395
Lull Gordon		Ex Parte sale of land of Solomon T Proctor under mortgage	439
Turpin Edward alias Jackson & others		Their land sold under Mortgage	541
Trustees of Union Asbury M. E Church		Their land sold under decree	554
Thomas Lyborand Jr Heirs of		Allebaster Lennie G & Fred J.	583

Webster Noah P. & Wife	Purchasers of land of Amelia Messick & others	69
Weatherly Laura	Purchaser of land of Herschel T. Maddox	75
Ward William E.	Purchaser of Lot #4 of Silas Sterling et al.	185
Ward William E.	Purchaser of land of Silas Sterling et al.	196
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Watkins Willey R. & Wife	Their land sold under Mortgage	234
Waller Sidney	His land sold under Mortgage	239
Webel Edith M.	Purchaser of land of James E. Byrd & Wife	267
Wailes T. Leonard, Assignee	Sale of land of William E. Byrd & Wife	279
Wharton William Jesse & Edna, his Wife	Their land sold under Mortgage	323
Watt William J.	His land sold under Mortgage	362
Wilson Jennie M.	Her land sold under Mortgage	395
Warwick James A. Nancy E. & Mary J.	Purchasers of land of Solomon T. Roper & wife	439
White James Austin Heirs of	Robin Stanley & Trustee	476
Whaley John S.	Ex Parte sale of land of Minder Ballard Wilson under mortgage	504
Wilson Minder Ballard & wife	Their land sold under Mortgage	504
Wagner John Jr. & wife	Their land sold under Mortgage	517
Ward William E.	Purchaser of land of Trustee Union Academy M. E. Church	554
Webster Lennie G. & Fred T.	Thomas Lyborand Jr. Heirs of	583

Young Edward G & Mary F	Purchasers of land of Wm. P. Todd's Heirs	260

H4017 8
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November Term, 1931

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

****

William J. Tankersley	)	Be it remembered that heretofore to wit, on the 26th
Vs.	)	day of January, in the year nineteen hundred and thirty
Tivola Horsey, Archie	)	one, a certain William J. Tankersley by George H. Myers
Horsey and Cassie Milbourne	)	his solicitor exhibited and filed in the Circuit Court
No. 4307 Chancery	)	here a bill of complaint against Tivola Horsey, Archie

Horsey and Cassie Milbourne, which said bill of complaint is in the words following to wit:

William J. Tankersley	)	
Vs.	)	No. 4307 Chancery
Tivola Horsey, Archie	)	Circuit Court for
Horsey and Cassie Milbourne	)	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 Edward T. Horsey, late of said Somerset County deceased, who will come in and contribute to the expense of this suit, complaining says:

First: That the said Edward T. Horsey was, in his lifetime, indebted to your orator on a promissory note dated January fourth, nineteen hundred and twenty eight, for the sum of fifty-eight dollars and seventy-five cents, payable on demand, with interest from said date, which said promissory note waived all rights to exemption from execution on judgment thereon, as will appear by reference to said promissory note herewith filed as part hereof marked "Plaintiff's Exhibit A."

Second: That the said Edward T. Horsey being in his lifetime so indebted to your orator and to divers other persons and being seized and possessed of real estate situated in said Somerset County, departed this life on or about the seventeenth day of December, nineteen hundred and twenty nine, intestate, leaving surviving him a widow, the defendant, the said Tivola Horsey, who is of full age and resides in said Somerset County, and two children, both of whom are of full age and reside in Baltimore City in said State, namely, the defendants Archie Horsey and Cassie Milbourne, as his sole heirs at law.

Third: That the said Edward T. Horsey left no personal estate of any value and no administration therefor has ever been had or attempted of any personal estate, of the said Edward T. Horsey, and your orator is advised that he and the other creditors of the said Edward T. Horsey are entitled to have their claims paid from the proceeds of the sale of the real estate of which the said Edward T. Horsey died seized, in the hands of his widow and heirs aforesaid.

Fourth: That the said defendant, Tivola Horsey, has not elected to take her dower in the real estate of the said Edward T. Horsey and therefore takes only as an heir subject to the prior rights of the creditors of the said Edward T. Horsey.

To the end therefore:

1. That the real estate of which the said Edward T. Horsey died seized, 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 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 Tivola Horsey residing in said Somerset County, and to the said Cassie Milbourne and Archie Horsey, residing in said Baltimore City, commanding them and each of them to be and appear in this Court in person or by solicitor or or before a 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 Petitioner.

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

$58.75 Deals Island Jan. 4, 1928

For value Received We promise to pay to Deal's Island Bank, Deal's Island, Md., or order, the sum of Fifty Eight Dollars and 75 cents, on demand, with interest from date, and we do hereby authorize and empower H. Fillmore Lankford, or any other attorney of the Circuit Court for Somerset County, to appear in said Court at any time on or after the date hereof, and in term or in recess, and in --- and-- and stead to confess judgment for the amount of the above obligation and and the interest that may be due thereon, and cost of suit, and we hereby waive all right to exemption from execution on judgment hereon.

Stay of Execution until _____

Witness my hand and seal Edward T. Horsey (SEAL)

Test: Geo. B. Horner J. P. Tovila Horsey (SEAL)

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:

Seal

The State of Maryland, To Tivola Horsey 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 William J. Tankersley 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 26th day of January Anno Domini 1931.

Per Order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, To Cassie Milbourne, Archie Horsey of Baltimore City, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in February next to answer the complaint of William J. Tankersley against you & 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 26th day of January Anno Domini 1931.

Per Order, J. Millard Tawes, Clerk.

H40178

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 writs, came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County, to wit Luther Daugherty to whom the first of the writs 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 at the same time also appeared Joseph C. Deegan , Sheriff of Baltimore City to whom the second of said writs was in form aforesaid delivered for service, also came, and made retrun thereof to the Court here in the words following to wit:

Non Sunt

Joseph C. Deegan, Sheriff.

And thereafter to wit on the 4th day of February in the year aforesaid the following subpoena was issued to wit:

Maryland, Somerset County, to wit:

The State of Maryland, to Cassie Milbourne Archie Horsey of Baltimore City, Greeting: You are hereby commanded that, all excuses and delays 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 William J. Tankersley against you & 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 5th day of January Anno Domini 1931.

Issued the 4th 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 Baltimore City, to wit Joseph C. Deegan, 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 Cassie Milbourne and a copy of the Process served on the Defendant. Non Est to Archie Horsey.

Joseph C. Deegan, Sheriff.

And thereafter to wit on the 2nd day of April 1931 the following Order of Publication was issued:

William J. Tankersley	)	No. 4307 Chancery
Vs.	)	Circuit Court for
Tivola Horsey, Archie Horsey	)	Somerset County, Maryland.
and Cassie Milbourne	)	
	)	

The object of this suit is to procure a decree for the sale of certain real estate of which Edward T. Horsey, late of Somerset County died seized, for the payment of claims of unsatisfied creditors of said deceased.

The bill of complaint states that the said Edward T. Horsey was, in his lifetime, indebted to the plaintiff on a promissory note dated January 4, 1928 for the sum of fifty-eight dollars and seventy-five cents, payable on demand, with interest from said date, which said note waived all right to exemption from execution on judgment thereon, the original of which said note is filed as Exhibit A. with said bill of complaint; that the said Edward T. Horsey being so indebted

to the plaintiff and divers other persons and being seized and possessed of real estate situate in said Somerset County, died on or about the 17th day of December 1929 intestate, leaving a widow, Tivola Horsey and two children, namely, the defendants Archie Horsey and Cassie Milbourne, as his sole heirs at law, both of whom are of full age and reside in Baltimore City in said State; that the said Edward T. Horsey left no personal estate of any value and no administration thereon has been had or attempted and that the plaintiff and other creditors of the said Edward T. Horsey are entitled to have their claims paid from the proceeds of the real estate of which the said Edward T. Horsey died seized; that the defendant, Tivola Horsey, has not elected to take her dower in said real estate and takes only as an heir subject to the prior right of creditors of the said Edward T. Horsey.

It is thereupon, this 2nd day of April, nineteen hundred and thirty-one, 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 4th day of May next, give notice to the defendant Archie Horsey, for whom two successive subpoenas have been issued and returned non est, of the object and substance of this suit, warning him to be and appear in this Court, in person or by solicitor on or before the 20th day of May, 1931, to show cause, if any he has, why a decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

And thereafter to wit the Court here passed the following Decree Pro Confesso and Order to take Testimony:

William J. Tankersley	)	No. 4307 Chancery
Vs.	)	Circuit Court for
Tivola Horsey, Cassie	)	Somerset County, Maryland.
Milbourne and Archie Horsey	)	
	)	

The order of publication heretofore issued in the above cause having been duly published in the Somerset News, a newspaper published at Princess Anne in said Somerset County, as prescribed by the terms of said order, and the defendants Tivola Horsey and Cassie Milbourne having been duly summoned to appear to the bill of complaint filed against them and Archie Horsey, and all of the said defendants having to failed to appear in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 9th day of June, 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, the said Tivola Horsey, Cassie Milbourne and Archie Horsey.

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 of complaint.

Robert F. Duer,

Judge.

And afterwards to wit, on the 20th day of June, 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 to the Court here in the words following to wit:

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November Term, 1931

William J. Tankersley	)	No. 4307 Chancery.
Vs.	)	In the Circuit Court
Tivola Horsey et. als.	)	for Somerset County,
	)	In Equity

In the above entitled cause, an order having been passed for the taking 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 16th day of June, 1931, I did take the following depositions, that is to say:

William J. Tankersley, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William J. Tankersley; age 60 years; residence Deals Island, Md; occupation oyster inspector.

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 and have known them for twenty five years. Tivola Horsey resides in Somerset County and Cassie Milbourne and Archie Horsey live in Baltimore City.

Int. 3- Did you know Edward T. Horsey 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 Edward T. Horsey. He died on the 17th day of December, 1929, in Somerset County. He left no last will and testament and his only heirs at law are his widow, Tivola Horsey and two children, Archie Horsey and Cassie Milbourne.

Int. 4- Are his children of age and where do they reside?

Ans. The children are of full age and reside in Baltimore City. The widow, Tivola Horsey, lives at Deals Island.

Int. 5- Did Edward T. Horsey leave any real or personal property and has there been any administration on his personal estate. If he left real estate please describe the quantity, quality, location and value?

Ans. He left no personal estate and there has never been no administration. He left a two story, frame dwelling house, on a lot of land of a quarter of an acre, more or less, on the east side of the road leading to Wenona. It adjoins the land of Denny Anderson and Margaret Milbourne. The house is two story dwelling in fair condition of repair and is worth $500.00, but will hardly bring more than $400.00 now.

Int. 6- Do you know of any debts owing by Edward T. Horsey at the time of his death?

Ans. He was indebted to me on promissory note for $58.75 and interest from Jany. 4th, 1928. Nothing was ever paid on the note.

Int. 6- Look at the note here shown you and state what it is?

Ans. That is the note upon which Edward T. Horsey was indebted to me at the time of his death. I know that is Edward T. Horsey's signature.

(Plaintiff files with Examiner to be used as evidence in this case marked Exhibit "A")

Court question and answer:

"No, indeed".

Test: W. J. Tankersley

Harry C. Dashiell,

Exam.

James F. Teagle, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. James F. Teagle; age 38 years; residence, Chance, Maryland; occupation chauffer.

Int. 2- Did you know Edward T. Horsey 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 Edward T. Horsey. He is dead and died in Somerset County, in December, 1929. He left no last will and testament that I know of and his heirs at law are his widow, Tivola Horsey, who lives in Somerset County, and two children, Archie Horsey and Cassie Milbourne, both of full age and live in Baltimore City.

Int. 3- What real and personal property did Edward T. Horsey leave at the time of his death? Describe its quantity, quality, location and value?

Ans. I dont think he left any personal property. I never heard of any. He left a house and lot, not exactly on the main road and it adjoins Denny Anderson and Margaret Milbourne, The land is not over a quarter of an acre and the house is a two story, frame dwelling in fair condition, It is worth about $500.00.

Court question and answer:

"No, sir".

Test: James F. Teagle

Harry C. Dashiell,

Exam.

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 16th. day of June, nineteen hundred and thirty one.

Harry C. Dashiell (SEAL)

Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
James F. Teagle	Witness mileage	1.35
		$5.35

And thereafter, to wit, on the 23rd day of July in the year nineteen hundred and thirty one, the Circuit Court here passed the following decree in the premises, to wit:

William J. Tankersley	)	No. 4307 Chancery
Vs.	)	Circuit Court for
Tivola Horsey, 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 23rd day of July, 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 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-third cash on day of sale, one-third in six months from said date, and the balance in twelve months from said date, or all cash at the option of the purchaser, the credit portions, if any, to bear interest from the day of sale, and to be secured by the bond of the purchaser with surety to the satisfaction of the said Trustee and soon as may be convenient after 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 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.

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 five hundred dollars ($500.00), to be paid to the said State or its certain attorney, to which payment 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-third 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 J. Tankersley vs. Tivola Horsey, et al, now pending in said Court, the same being No. 4307 on the docket thereof.

Now therefore, the condition of the above 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	Seal of	Hartford Accident & Indemnity Company.
Witness.	Corporation	By Geo. H. Myers
		Attorney in Fact.

Which said Bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 1st 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:

William J. Tankersley	)	No. 4307 Chancery.
Vs.	)	In the Circuit Court for
Tivola Horsey, et al	)	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 eighteenth 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 that lot of land whereon Edward T. Horsey resided in his life time, situate in Deals Island Election District in said County, containing one-fourth acre, more or less, located on the East side of the County Road leading to Wenona and adjoining the land of Dennie Anderson and Margaret Milbourne, the same being all of the real estate of which Edward T. Horsey died seized.

And sold the same to Harry T. Phoebus of said Somerset County he being then and there the highest bidder therefor, at the sum of two hundred dollars and said purchaser has complied with the terms of sale, by paying one-third of said purchase price to the said Trustee and has agreed to pay the balance of said purchase price in cash upon the ratification of said sale, by this Honorable Court.

Respectfully submitted.

Geo. H. Myers

Trustee.

State of Maryland, Somerset County, Sct;

On this first day of September, 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 from 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.

William J. Tankersley	)	No. 4307 Chancery
Vs.	)	In the Circuit Court for
Tivola Horsey, et al	)	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 3rd day of October, 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 1st day of October

The Report states the amount of Sales to be $200.00

J. Millard Tawes, Clerk.

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And now at this day, to wit: on the 22nd day of December 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 J. Tankersley	)	In The Circuit Court.
Vs.	)	In Equity 4307
Tivola Horsey, et al	)	For Somerset County,
	)	

Ordered By The Court, This 22nd day of December, 1931 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 as required by the order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Robert F. Duer.

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

Per: J. Millard Lawes, Clerk.

Clarence P. Lankford,	)	Be it remembered that heretofore to wit, on the
Ex-parte,	)	28th day of September, nineteen hundred and thirty-
Trust created by mortgage	)	one a certain Clarence P. Lankford of Somerset
from Elmer Nelson and Nola E.	)	County and State of Maryland in his proper person
Nelson, his wife, to George S.	)	exhibited and filed in the Circuit Court here, the
Tull.	)	Original of a certain mortgage executed and deliv-
	)	ered to George S. Tull by a certain Elmer Nelson

and Nola E. Nelson, his wife, of said County and State, which said original mortgage is in the words following, to wit:

This Mortgage, Made this 30" day of June in the year nineteen hundred and ten, by Elmer Nelson and Nola E. Nelson, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Elmer Nelson and Nola E. Nelson, his wife, have this day borrowed from George S. Tull, of said County and State, the sum of Six Hundred Dollars ($600.00) payable two years after date, with interest from date, which said interest is to be paid annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said Elmer Nelson and Nola E. 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 Elmer Nelson and Nola E. Nelson, his wife, have granted and by these presents do 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 Asbury District, Somerset County and State of Maryland, on the East side of the County Road leading from the Crisfield Academy to Jenkin's Creek, and described as follows:

Beginning for the same at the South-west corner of the land of Isaac W. Lawson, running thence in an Easterly direction, by and with the land of said Isaac W. Lawson, two hundred and fifty feet, thence in a Southerly direction seventy-two and one-quarter feet to the land of Donizer P. Riggin, thence in a Westerly direction, by and with the land of said Donizer P. Riggin, two hundred and fifty feet, to the aforesaid County Road, and thence in a Northerly direction, by and with the said County Road seventy-two and one-quarter feet, to the place of beginning, containing

one-half of an acre, more or less, the same being all the real estate and premises conveyed unto the said Elmer Nelson by Hattie Nelson by deed bearing even date herewith, and intended to be recorded among the Land Records of Somerset County cotemporaneously with this mortgage, and is also all the real estate and premises described in a deed to the said Hattie Nelson from Harriet Simonson, bearing date the twelfth day of August in the year eighteen hundred and ninety-five, and recorded among the said Land Records in Liber H. F. L. No. 17, folio 269 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, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Elmer Nelson and Nola E. 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 is shall be lawful for the said Mortgagee, his personal representative 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, or her 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 advertises 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;

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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 Hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, 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: Elmer Nelson (SEAL)

James F. Tawes Nola Nelson (SEAL)

State of Maryland, Somerset County, to wit:

I Hereby Certify, that on this 30" day of June in the year nineteen hundred and ten, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Elmer Nelson and Nola E. 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 Clarence P. Lankford, agent of the said George S. Tull, 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 said George S. Tull, mortgagee, has not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said George S. Tull, 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 Clarence P. Lankford further made oath as aforesaid, that he is the duly authorized agent of the said George S. Tull, mortgagee, for the purpose of making this affidavit.

James F. Tawes, J. P.

Received for Record July 5, 1910 and recorded in Liber S. F. D. No. 56 Folio 26 &C One of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

And thereupon the said Clarence P. Lankford, Trustee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Clarence P. Lankford, 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, on the full and just sum of One Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of September, 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 Elmer Nelson and Nola E. Nelson, his wife, to George S. Tull, bearing

date the thirtieth day of June, the year nineteen hundred and ten, and recorded among the Land Records of said Somerset County in Liber S.F.D.No.56, folio 26 etc., is authorized and empowered 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 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 this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Clarence P. Lankford (SEAL)

Benson W. Sterling Edward P. Wyatt (SEAL)

Lorie C. Quinn, Sr., (SEAL)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 28th day of September in the year nineteen hundred and thirty-one.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 28th day of December in the year 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 aforesaid filed, are in the words following, to wit:

Clarence P. Lankford, Ex parte.	)	No.4362 Chancery
Trust created by mortgage from Elmer Nelson	)	In the Circuit Court
and Nola E. Nelson his wife, 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 the power and authority contained in a mortgage from Elmer Nelson and Nola E. Nelson, his wife, to George S. Tull, bearing date the thirtieth day of June, in the year nineteen hundred and ten, and recorded among the Land Records of said Somerset County in Liber S.F.D.No.56, folio 26 etc., and duly authorized 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 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-fourth day of October, 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 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, on the East side of the county road leading from the Crisfield Academy to Jenkins Creek, fronting seventy-two and one-quarter feet on said county road and running back a distance of two hundred and fifty feet, containing one-half of an acre of land, more or less, being the same and all the real estate and premises conveyed unto the said Elmer Nelson by Hattie Nelson by deed bearing date the thirtieth day of June, in the year nineteen hundred and ten, and recorded among the said Land Records in Liber S.F.D.No.54, folio 273, and

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is also all the real estate and premises described in a deed to the said Hattie Nelson from Harriet Simonson, bearing date the twelfth day of August, in the year eighteen hundred and ninety-five, and recorded among said Land Records in Liber H.F.L.No.17, folio 269 etc., and which said real estate is 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 Three Hundred Dollars ($300.00) of which he paid the sum of One Hundred and eight dollars and thirty-nine cents ($108.39) in cash, and gave his bond, secured to the satisfaction of your attorney, for the balance to wit, the sum of One Hundred and ninety-one dollars and sixty-one cents ($191.61) payable on the ratification of said sale by this Court.

And your Attorney has distributed the proceeds of said sale, as follows:

By the whole amount of sales		$300.00
To costs and expenses:		
To advertising sale and order nisi,	$25.00	
" State and county taxes,	33.89	
" Clerk's fees, including record,	10.50	
" Auctioneer,	3.00	
" F. E. Gardner, insurance permit,	1.00	
" Solicitor,	10.00	
" Commissions,	25.00	
Balance of this fund to George S. Tull, mortgagee, on account of mortgage debt, per mortgage filed in this cause.	$191.61	$300.00

Statement of mortgage debt due George S. Tull, mortgagee, per mortgage filed in this cause.

Amount of mortgage debt,	$600.00
Paid on principal	15.00
Balance of mortgage debt,	$585.00
Interest to day of sale,	8.78
Total mortgage debt and interest,	$593.78
Less allowance as above,	191.61
Balance due	$402.17

And your attorney prays the ratification of his proceedings, and of the sale and distribution by him made.

Respectfully submitted,

Clarence P. Lankford, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 27th day of October, 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:

Clarence P. Lankford, Ex parte. Trust created by mortgage from Elmer Nelson and Nola E. Nelson, his wife, to George S. Tull.	No.4362 Chancery In the Circuit Court For Somerset County.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 27th day of October, 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

Elmer Nelson and Nola E. Nelson his wife, to George S. Tull, 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 28th day of November 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 24th day of November next.

The report states the amount of sales to be $300.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 28th 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 as aforesaid, the Court here passed the following order, to wit:

Clarence P. Lankford,	)	
Ex parte.	)	No.4362 Chancery
Trust created by mortgage from Elmer Nelson	)	In the Circuit Court
and Nola E. Nelson his wife, to George S.	)	For Somerset County.
Tull.	)	

Ordered by the Circuit Court for Somerset County, this 28th day of December, 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 Elmer Nelson and Nola E. Nelson, his wife, to George S. Tull, 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.

No.4362 Chancery, Lankford Ex parte.

In the Circuit Court for Somerset County.

I hereby certify that no exceptions have been filed in the above proceedings to the final ratification of the Auditor's Report, and that the costs as shown by vouchers exhibited have been paid by the trustee as required by law.

Date 12/21/31 J. Millard Tawes, Clerk.

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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Harry T. Phoebus,

Exparte.

In the matter of the tax sale of real estate in Brinkley's Election District, in Somerset County, Maryland assessed to Luke Rowley for the year 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County Taxes for said Somerset County.

No.4196 Chancery.

Be it remembered that heretofore, to wit, on the 12th day of November, 1929, a certain Harry T. Phoebus, Collector of State and County Taxes for Brinkley's Election District of Somerset County, for the year 1925, 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:

In the matter of the tax sale of real estate in Brinkley's District, in Somerset County, Maryland, assessed to Luke Rowley for the year 1925, made by Harry T. Phoebus, County Treasurer and Collector of State and County taxes for said Somerset County,

No.4196 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 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 county, made a true copy of the assessment list for said county, in books supplied by 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 aforesaid did levy upon the property assessed to Luke Rowley, in Brinkleys Election District, in the County and State aforesaid, the sum of seventy-seven cents, state taxes, and five dollars and nine 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 onee 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, and that the tax bill of the said Luke Rowley was forwarded to him at Rehoboth, Somerset County, Maryland, his last known post office address, by mail.

That the said taxes so assessed to the said Luke Rowley in said Brinkleys 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 the said Luke Rowley, at Rehoboth, Somerset County, Maryland, 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 said delinquent thereto attached, 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 year 1925, being still due and owing and unpaid and in arrears, constituted a lien upon the real estate of the said Luke Rowley in said Brinkleys 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 the year 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 weekly 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 year 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 and improvements in Brinkleys District, Somerset County, Maryland, containing two acres, more or less, on the county road, adjoining the lands of L. V. Matthews and L. L. Adams and assessed to Luke Rowley for said year, and sold for taxes due for said year, which said property was conveyed to the said Luke Rowley by Laura V. Matthews and husband, by deed dated the 23rd day of April 1915, recorded among the land records of said county in Liber W.J.S.No.68, folio 279 etc., and sold the same to Clarence S. Massey, he being the highest bidder therefor, at and for the sum of ten dollars and twenty-two 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.

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 ninth day of November 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 fairlh 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 to in the foregoing Report of Sales as follows:

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

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hereby give notice that on Saturday, Dec.22nd, 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.159. All that lot and improvements in Brinkleys District, said county and state, containing 2 acres, more or less, on the county road, adjoining the lands of L. V. Matthews and L.L. Adams and assessed to Luke Rowley for 1925, and sold for taxes due for said year,

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

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 Brinkleys Election District, in Somerset County, Maryland, assessed to Luke Rowley for the year 1925, made by Harry T. Phoebus, County Treasurer and Col - lector of State and County Taxes for said Somerset County.	)	No.4196 Chancery In the Circuit Court For Somerset County, 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 aforesaid, to Clarence S. Massey of all that lot of land and improvements in Brinkleys District, Somerset County, Maryland, containing two acres, more or less, on the county road, adjoining the lands of L. V. Matthews and L. L. Adams, assessed to Luke Rowley for the year 1925, and being the same property which was conveyed to the said Luke Rowley by Laura V. Matthews and husband, by deed dated the 23rd day of April 1915, recorded among the land records of said county in Liber W.H.S.No.68, folio 279 etc, and sold for the payment of state and county taxes due and in arrears for said year, together will 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 November, nineteen hundred and twenty-nine, ordered by the Circuit Court for Somerset County, in Equity, 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 7th day of December 1929, requiring all persons interested in said property so sold to be and appear in this Court by the 21st day of January 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 ten dollars and twenty-two cents.

Robt. F. Duer,
Judge of said Court.

And now at this day to wit, on the 28th day of December, in the year nineteem 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 Brinkleys District, in Somerset County, Maryland, assessed to Luke Rowley for the year 1925, made by Harry T. Phoebus,County Treasurer and Collector of State and County Taxes for said Somerset County.	)	No.4196 Chancery In the Circuit Court For Somerset County, Maryland.

In the above entitled cause, it appearing that notice has been given in the Eastern Shore Republican, a weekly newspaper published in Somerset County, according to the terms of

the preceding order nisi passed in this cause, and no objections having been made and no exceptions having been filed, and no cause to the contrary having been shown, within the time limited by said order nisi, it is this 28th day of December, nineteen hundred and thirty-one, ordered by the Circuit Court for Somerset County, in Equity, that the report of sale in this cause, and the sale therein reported, be and the same is 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.

""

Trust created by mortgage from Harry C. Powell and Alma Powell, his wife, to Ellen M. Dashiell assigned to H. Fillmore Lankford for purpose of foreclosure.

H. Fillmore Lankford, Ex Parte.

No.4364 Chancery.

) Be it remembered that here-
) tofore towit, 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 a certain mortgage executed and delivered to Ellen M. Dashiell by a certain Harry C. Powell and wife of Somerset County and State of Maryland, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 1st day of November in the year nineteen hundred and twenty-four by Harry C. Powell and Alma Powell, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Harry and Alma are indebted to Ellen M. Dashiell, in the sum of twenty-five hundred dollars, which said indebtedness is evidenced by the promissory note of the said Harry and Alma for said sum, dated evenly herewith, payable to the said Ellen M. Dashiell 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 Harry C. Powell and Alma Powell, his wife, do grant and convey unto the said Ellen M. Dashiell, her heirs and assigns, all that farm or tract of land in Dublin District, in Somerset County, in the State of Maryland, on the north side of the county road leading from Green Hill to Rehoboth, containing eighty-six acres, more or less, and being the same and all the land which was conveyed to the said Harry C. Powell by Henry J. Waters, Attorney by deed dated the 12th day of February 1915, recorded among the land records of said county in Liber W.J.S.No.68,folio 85 etc., except so much thereof as was conveyed by the said Harry C. Powell and wife to Joshua Payne by deed dated the 12th day of March 1915, recorded among said records in Liber W.J.S.No. 68, folio 86 etc., and except also so much thereof as was conveyed by the said Harry C. Powell and wife to George M. Hostetler and Mary S. Hostetler by deed dated the 21st of October, 1922, recorded among said records in Liber W.J.S.No.86, folio 397 etc., to all of which said deeds and records 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 promissory note, and shall perform

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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 Harry C. Powell and Alma E. Powell 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 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 the 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, 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 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: Harry C. Powell (SEAL)

Cynthia Ardis Alma Powell (SEAL)

State of Maryland, Worcester County, to wit:

I hereby certify, that on this 1st day of November, nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, personally appeared Harry C. Powell and Alma Powell, his wife, the mortgagors named in the foregoing mortgage and each anknowledged the foregoing mortgage to be their respective act and deed, and I further certify that the said mortgagors signed the foregoing mortgage in my presance and that I witnessed their signatures to the same.

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

Seal of Notary. Cynthia Ardis,

Notary Public.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 3rd day of November, nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared H. Fillmore Lankford and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and stated, and that he is the agent and attorney of Ellen M. Dashiell, the mortgage in said mortgage and that he is authorized to make this affidavit.

Witness my hand and notarial seal.

Seal of Notary. Samuel H. Sudler,

Notary Public.

Received for record November 3rd, 1924, and recorded in Liber W.J.S.No.88, folio 574 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received I hereby assign the within and foregoing mortgage to H. Fillmore Lankford, for the purpose of collection and foreclosure.

Witness my hand and seal this 15th day of October, nineteen hundred and thirty-one.

Witness: Ellen M. Dashiell (SEAL)

Ellen D. Scott

Filed for record October 16th, 1931, and recorded in Liber W.J.S.No.88, folio 574,

Test: J. Millard Tawes, Clerk.

And thereafter to wit on October 22nd, 1931, the following Bill Obligatory was filed with said Mortgage, to wit:

$2500.00 Westover Md., November 1st, 1924.

Secured by mortgage of even date, one year after date, we promise to pay to the order of Ellen M. Dashiell, twenty-five hundred dollars with interest. Negotiable and payable at the Bank of Somerset, Princess Anne, Md., Valued received, without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution, as to the debt evidenced by this obligation, and if default be made in the payment hereof at maturity, hereby covenant to pay 10% additional as collection fee, and hereby authorize and empower any Attorney of any Court of Record to confess judgment against us for the above sum and the costs of suit, with 10% collection charges. And the maker and endorser each hereby waived demand, protest and notice of non-payment hereof.

Harry C. Powell

Secured by mortgage. Alma Powell

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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 twenty-five hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, in the whole and for the whole , jointly and severally firmly by these presents, sealed with our seals and dated this 22nd day of October, nineteen hundred and thirty-one.

Whereas by mortgage dated 1st day of November 1924, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.88, folio 574 etc., a certain Harry C. Powell and Alma Powell, his wife, conveyed to Ellen M. Dashiell, 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 15th day of October 1931, recorded among said records in Liber W.J.S.No.88, folio 574, the said Ellen M. Dashiell assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure after default had occurred in the terms and conditions of said mortgage, and whereas the said H. Fillmore Lankford, is authorized upon default in the terms and conditions of said mortgage to exercise the power of sale contained in said mortgage, and whereas the said H. Fillmore Lankford is about to exercise the power of sale contained in said mortgage by 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 written.

H. Fillmore Lankford (SEAL)

Witness:

Harry E. Muir

Corporate Seal.

Fidelity and Deposit Company of Maryland, a body Corporate by H. Fillmore Lankford, its attorney in fact per power of attorney dated 12th August 1924, and 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 witnin bond and surety are hereby approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 12th 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, Ex parte.	No.4364 Chancery, In the Circuit Court for Somerset County, Maryland. Trust created by mortgage from Harry C.Powell and Alma Powell, his wife, to Ellen M. Dashiell, assigned to H. Fillmore Lankford for purpose of foreclosure.

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

The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from Harry C. Powell and Alma Powell, his wife, to Ellen M. Dashiell, dated the 1st day of November 1924, recorded among the land records of said county in Liber W.J.S.No.88, folio 574 etc., and assigned to the said H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 15th day of October 1931, and recorded among said records in Liber W.J.S.No.88, folio 574 etc., respectfully represents:

That after default had occurred in the conditions and covenants of said mortgage, and after having filed a bond with approved security as required by law, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper printed in said 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, Maryland, on Tuesday the 10th day of November, 1931, at or about the hour of 2.00 o'clock P.M., and then and there proceeded to sell at public auction the following described real estate conveyed by said mortgage as follows:

He offered all that farm in Dublin District, in Somerset County, Maryland, on the north side of the county road leading from Green Hill to Rehoboth, containing sixty-five and one-half acres, more or less, and being all the land which was conveyed to the said Harry C. Powell by Henry J. Waters, attorney by deed dated the 12th day of February 1915, recorded among the land records aforesaid in Liber W.J.S.No.68, folio 85 etc., except so much thereof as was conveyed by the said Harry C. Powell and wife to Joshua Payne, by deed dated the 12th day of March 1915, recorded among said records in Liber W.J.S.No.68, folio 86 etc., and so much thereof as has been conveyed by the said Harry C. Powell and wife to George M. Hostetler and wife by two deeds, one dated the 21st day of October 1922, recorded among said records in Liber W.J.S.No.86, folio 397 etc., and the other dated the 12th day of March 1929, recorded among said records in Liber G.W.L.No.97, folio 551 etc., improved by a dwelling house and outbuildings, and the highest bid therefor was twenty-one hundred dollars, whereupon the said assignee withdrew said property from public sale, and on the same day sold said property to Clarence P. Lankford at private sale for the sum of twenty-two hundred and forty dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the assignee.

And the assignee brings into Court the fund arising from said sale and makes the following distribution thereof:

Whole amount of sale			$2240.00
Balance of principal of mortgage debt,		$1825.00	
Interest to day of sale,		179.00	
		$2004.00	
Clerk's fee	$11.00		
Solicitor's fee,	10.00		
Advertising sale and order nisi,	25.00		
Premium on bond,	10.00		
Auctioneer,	3.00		
State and county taxes, 1930,	48.70		
Assignee's commissions,	128.30	236.00	
		$2240.00	$2240.00

And the said assignee prays a ratification of said distribution and of all his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford,
Assignee of said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of November, nineteen hundred and thirty-one, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared

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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.

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, Ex parte.	)	No.4364 Chancery, in the Circuit Court for Somerset County, Trust created by mortgage from Harry C. Powell and Alma Powell, his wife, to Ellen M. Dashiell assigned to H. Fillmore Lankford for purpose of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 12th day of November, nineteen hundred and thirty-one, 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 10th 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 7th day of December, 1931.

The report states the amount of sale to be twenty-two hundred and forty dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 28th 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 as aforesaid, the Court here passed the following order to wit:

H. Fillmore Lankford, Ex parte.	)	No.4364 Chancery, in the Circuit Court for Somerset County. Trust created by mortgage from Harry C. Powell and Alma Powell, his wife, to Ellen M. Dashiell, assigned to H. Fillmore Lamkford 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 December, nineteen hundred and thirty-one, 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 Tawes ,Clerk.

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November 1931.

L. Paul Ewell, Ex Parte.

Trust created under and by virtue of a mortgage from Harold C. Mills and Edna E. Mills, his wife, to Margaret L.Bowen, E. Willie Lucas and Margaret Cluff.

No.4205 Chancery.

) Be it remembered that heretofore to wit, on the 8th day of January 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 Margaret L. Bowen, E. Willie Lucas and Margaret Cluff by a certain Harold C. Mills and Edna E. Mills, his wife of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 10th day of December, in the year nineteen hundred and nineteen, by Harold C. Mills and Edna E. Mills, his wife, of Somerset County, Maryland. Whereas a certain Margaret L. Bowen, E. Willie Lucas and Margaret Cluff have advanced to the said Harold C. Mills, as a part of the purchase price of the property hereinafter described and hereby mortgaged, the sum of seven thousand dollars ($7000.00) which is further evidenced by the bills obligatory of the said Harold C. Mills and Edna E. Mills, his wife as follows: To the said Margaret L. Bowen in the principal sum of two thousand dollars ($2000.00), to the said E. Willie Lucas in the principal sum of two thousand dollars ($2000.00) and to the said Margaret Cluff in the principal sum of three thousand dollars ($3000.00) all of said bills obligatory being payable twelve months after date, with interest from December 1, 1919, payable on the first days of January and September until paid, and to secure the payment of said bills obligatory, principal and interest, equally and ratably, without preference or priority, these presents are executed.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of one dollar, the said Harold C. Mills and Edna E. Mills, his wife, do hereby grant and convey unto the said Margaret L. Bowen, E. Willie Lucas and Margaret Cluff, their heirs and assigns, all that farm or tract of land situate, lying and being in Westover District, Somerset County, Maryland, on the State stone road leading from Greem Hill to Westover and being bounded on the West and Southwest by the county dirt road leading from Cottage Grove to Westover, containing one hundred and twenty (120) acres of land, more or less, being all and the same farm or tract of land conveyed to the said Harold C. Mills from Elmer R. Fooks and wife by deed dated the 10th day of December 1919, and to be recorded among the land records of Somerset County, Maryland, simultaneously with this mortgage.

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 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 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 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 power 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 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 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: Edna E. Mills (SEAL)

Cynthia Ardis Harold C. Mills (SEAL)

State of Maryland, Worcester County, to wit:

I hereby certify, that on this 10th 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 Harold C. Mills and Edna E. Mills, 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 L. Paul Ewell, agent of the mortgagees, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth,

and the said L. Paul Ewell also made oath as aforesaid that he is the agent of the mortgagees duly authorized to make this affidavit.

In testimony whereof I hereunto set my hand and affix my Notarial Seal.

Seal of Notary. Cynthia Ardis,
Notary Public.

Received for record January 13th, 1920, and recorded in Liber W.J.S.No.76, folio 394 &c., 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 United States Fidelity and Guaranty Company, a body corporate, as surety, with its principal office in the City of Baltimore, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars ($5000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of January 1930.

Whereas the above bounden L. Paul Ewell by virtue of the power contained in a mortgage from Harold C. Mills and wife to Margaret L. Bowen and others dated December 10, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.76, folios 394 etc., default having been made in the payment of the debt thereby secured, the said L. Paul Ewell, as attorney therein named, is about to sell the 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 has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Signed, sealed and delivered in the presence of

L. Paul Ewell (SEAL)
Principal

Cynthia Ardis

Corporate Seal.

United States Fidelity and Guaranty Co.,
By L. Paul Ewell,
Attorney in Fact, Surety.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

Geo. W. Lawson, Clerk.

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

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L. Paul Ewell, Ex Parte.	)	
		In the Circuit Court
Trust created under and by virtue of a Mortgage from Harold C. Mills and Edna E. Mills, his wife, to Margaret L.Bowen E. Willie Lucas and Margaret Cluff.	)	For Somerset County,
	)	Maryland,
	)	In Equity.
	)	No.4205 Chancery.

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, Attorney named for foreclosure in a mortgage from Harold C. Mills and Edna E. Mills, his wife, to Margaret L. Bowen, E. Willie Lucas and Margaret Cluff dated December 10, 1919, and recorded among the land records of Worcester County, Maryland, in Liber W.J.S.No.76, folios 394 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 Eastern Shore Republican, a newspaper published at Princess Anne, Somerset County, Maryland, and by notice put up at the Court House door in the town of Princess Anne, Somerset County, Maryland, as well as other notices circulated by hand bills at least twenty days before the day of sale, as provided by said mortgage, he did, pursuant to said notice attend in front of the Court House door at Princess Anne, Somerset County, Maryland, at the hour of 2:30 o'clock P.M., on Friday, January 31, 1930, 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 Westover District, Somerset County, Maryland, on the State stone road leading from Green Hill to Westover, and being bounded on the west and southwest by the county dirt road leading from Cottage Grove to Westover, containing one hundred and twenty (120) acres of land, more or less, being all and the same farm or tract of land by the aforesaid mortgage conveyed and sold the same to the mortgagees, Margaret L. Bowen, E. Willie Lucas and Margaret Cluff, at and for the sum of five thousand dollars ($5000.00).

Respectfully submitted,

L. Paul Ewell, Attorney.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 21st day of June A.D. 1930, 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 and by virtue of a mortgage from Harold C. Mills and Edna E. Mills, his wife, to Margaret L. Bowen, E. Willie Lucas and Margaret Cluff.	)	For Somerset County,
	)	Maryland,
	)	In Equity.
	)	No.4205 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, Attorney named for foreclosure in a mortgage from Harold C. Mills and wife dated December 10, 1919, and recorded among the land records of Worcester County, Maryland, in Liber W.J.S.No.76, folio 394

etc., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of July 1930, 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 22nd day of July 1930.

The report states the amount of sale to be $5000.00.

Geo. W. Lawson, Clerk.

And now at this day to wit, on the 7th day of December, 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 as aforesaid, the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 7th day of December 1931, that the sale made and reported by L. Paul Ewell, attorney as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and the said L. Paul Ewell is hereby allowed the usual expenses incident to the said sale, not personal, including commissions according to the Equity rules in such case made and provided.

Robt. F. Duer, Judge.

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

Per: J. Millard Lawes, Clerk.

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January 1932.

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 Januray, being the 4th day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

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:

.....

H. Fillmore Lankford, Ex Parte.	) Be it remembered that heretofore
Trust dreated by mortgage from James D. Moss and wife to the Peoples Bank of Somerset County, to Andrew J. Evans and assigned by said Andrew J. Evans to H. Fillmore Lankford for purpost of foreclosure.	) to wit, on the 5th day of December in the year nineteem 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 a certain mort-
No.4374 Chancery.	)

gage executed and delivered to Peoples Bank of Somerset County, by a certain James D. Moss and wife of Somerset County and State of Maryland, which said mortgage is in the words following to wit:

THIS MORTGAGE, Made this seventh day of August, in the year nineteen hundred and twenty, by James D. Moss and Anna Moss, his wife, of Somerset County, Maryland, witnesseth: Whereas the said James D. Moss and Anna Moss, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a body corporate of the State of Maryland, in the sum of forty-five hundred dollars, for money this day advanced to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced gy the bill obligatory of the said James D. Moss and Anna Moss for said sum of forty-five hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of forty-five hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said James D. Moss and Anna Moss, his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, a body corporate as aforesaid, its successors and assigns, all that farm, tract or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, lying and binding on the south side of the county road laading from Princess Anne to Monie Church, adjoining the lands of P. E. Twining and others, and containing 112 acres, more or less, which was conveyed to the said James D. Moss by Carey V. Thorne and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and also being all and the same land which was conveyed to the said Carey V. Thorne by William McDurman and wife by deed dated the 3rd of April 1918, recorded among the land records of said Somerset County in Liber W.J.S.No.74, folio 131 etc.,

To both of which said deeds, and all the references and descriptions 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 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, assessment, 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, cowenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 sudcessors, 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 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

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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: James D. Moss (SEAL)

Vernon E. White Anna Moss (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this seventh day of August, in the year nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared James D. Moss and Anna Moss, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Omar J.Croswell, Cashier of the Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he, the said Omar J. Croswell, is the Cashier and agent of the said Peoples Bank of Somerset County, the mortgagee, and is authorized to make this affidavit.

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

Seal of Notary. Vernon E. White, Notary Public.

Received for record August 7th, 1920, and recorded in Liber W.J.S.No.82, folio 96 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For a valuable consideration The Peoples Bank of Somerset County, a corporation, hereby assigns the within and foregoing mortgage to Andrew J. Evans and guarantees the payment of same.

Witness the hand of Henry J. Waters, President of the said The Peoples Bank of Somerset County, and the corporate seal of said Bank, this 7th day of November, in the year 1921.

Witness ; Seal of Bank Henry J. Waters, President of the Peoples Bank of Somerset County, a corporation.

O: J. Croswell

Filed for record November 7th, 1921, and recorded in Liber W.J.S.No.82, folio 97,

Test: W. Jerome Sterling, Clerk.

Assignment:

For value received, and for the purpose of foreclosure, I hereby assign the within and foregoing mortgage to H. Fillmore Lankford.

Witness my hand and seal this second day of December, nineteen hundred and thirty-one.

Witness; Andrew J. Evans (SEAL)

R. Mark White

Filed for record December 4th, 1931, and recorded in Liber W.J.S.No.82, folio 96,,

Test: J. Millard Tawes, Clerk.

The following Bill Obligatory and assignment was filed with said Mortgage:

Princess Anne, Md., August 7th, 1920.

$4500.00
350.00
$4150.00
150.00
$4000.00

Secured by mortgage of even date herewith, for value received as part of purchase money, two years after date, we promise to pay to the order of Peoples Bank of Somerset County, the sum of four thousand five hundred dollars with interest from date, payable semi-annually from date, at the Peoples Bank of Somerset County, Princess Anne, Md., Value received, without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation and if default be made in the payment hereof at maturity, hereby covenant to pay 10% additional

as collection fee, and hereby authorized and empowers any Attorney of Record or Justice of Peace to confess judgment against us for the above sum and the costs of suit, with 10% Collection charges. And the maker and endorser each hereby waives demand, protest and notice of non-payment hereof.

Witness our hands and seals.

Witness: James D. Moss (SEAL)

Vernon E. White Anna Moss (SEAL)

Assignment:

For value received, the Peoples Bank of Somerset County, a corporation hereby assigns the within bill obligatory to Andrew J. Evans and guarantees the payment of same.

Witness the hand of Henry J. Waters, President of the said The Peoples Bank of Somerset County and the corporate seal of said Bank this 7th day of November 1921.

Witness: Henry J. Waters,
President of The Peoples Bank of Somerset County.

O. J. Croswell 90¢ Revenue Stamp.

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 Andrew J. Evans, surety, are held and firmly bound unto the State of Maryland, on the full and just sum of eight 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 fourth day of December, nineteen hundred and thirty-one.

Whereas by mortgage dated the seventh day of August, nineteen hundred and twenty, recorded among theland records of Somerset County, in the State of Maryland, in Liber W.J.S.No.82, folio 96 etc., James D. Moss and Anna Moss, his wife, granted to the Peoples Bank of Somerset County, a body corporate, certain realestate in said Somerset County, to secure the payment of the sum therein mentioned, and whereas by assignment dated the 7th day of November 1921, recorded among said records in Liber W.J.S.No.82, folio 97, the said Peoples Bank of Somerset County assigned said mortgage to Andrew J. Evans, and whereas by assignment dated the second day of December, 1931, recorded among said records in Liber W.J.S.No.82, folio 86, the said Andrew J. Evans, assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure, and whereas the said H. Fillmore Lankford, by virtue of the power and authority contained in said mortgage is authorized to sell the mortgaged property upon default in the terms and covenants of said mortgage, and whereas default has occurred in the terms, conditions and covenants of said mortgage, and the said H. Fillmore Lankford 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 said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: H. Fillmore Lankford (SEAL)

Henry M. Lankford A. J. Evans (SEAL)

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 31st day of December, 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 affi-

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davit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

	)	No.4374 Chancery , Circuit Court
H. Fillmore Lankford,	)	For Somerset County,
Ex parte.	)	Trust created by mortgage from James
	)	D. Moss and wife to the Peoples Bank
	)	of Somerset County, assigned to Andrew
	)	J. Evans, and assigned by Andrew J.
	)	Evans to H. Fillmore Lankford for
		purpose of foreclosure.

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

The report of H. Fillmore Lankford, Assignee for the purpose of foreclosure of a mortgage from James D. Moss and Anna Moss, his wife, to the Peoples Bank of Somerset County, dated the 7th day of August 1920, recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 97 etc., assigned by the Peoples Bank of Somerset County to Andrew J.Evans, by assignment dated the 7th day of November 1921, recorded among said records in Liber W.J.S. No.82, folio 96, and assigned by the said Andrew J. Evans to the said H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 2nd day of December 1931, recorded among said records in Liber W.J.S.No.82, folio 96, respectfully represents:

That after default had occurred in the conditions and covenants of said mortgage, and after having filed a bond with approved security in the office of the Clerk of 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 29th day of December, 1931, at or about the hour of 2.00 o'clock P.M., and then and there proceeded to sell at public auction the real estate conveyed by said mortgage, as follows:

He offered all that farm or tract of land in West Princess Anne District, in Somerset County, Maryland, containing one hundred and twelve acres, more or less, on the South side of the road leading from Princess Anne to Monie Church, adjoining the lands of John Meyer and others, which was conveyed to the said James D. Moss by Carey V. Thorne and wife by deed dated the 7th day of August, 1920, recorded among said records in Liber W.J.S.No.81, folio 148 etc., and which was afterwards conveyed by the said James D. Moss and wife to Omar J. Croswell and John M. Muir, the interest of the said John M. Muir having beem conveyed to Oscar Croswell, and the interest of the said Oscar Croswell having been conveyed to the said Omar J, Croswell, and sold said real estate to the said Andrew J. Evans, he being then and there the highest bidder therefor at and for the sum of thirty-one hundred dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the said H. Fillmore Lankford, assignee as aforesaid.

And the said assignee makes the following distribution of the proceeds of said sale:

Whole amount of sale		$3100.00
Clerk's fees,	$11.00	
Solicitor's appearance fee,	10.00	
Advertising sale and order nisi,	24.00	
Auctioneer's fee,	3.00	
State and county taxes for 1930	100.60	
Assignee's commissions, per chancery rule,	158.00	306.60
On account of the mortgage debt,		$2793.40

Statement of mortgage debt,

Balance of principal of mortgage,.....	$4000.00
Interest from 6th June 1931, to 29th December, 1931,.....	136.00
	$4136.00
Amount from sale under mortgage,.....	2793.40
Balance due on mortgage debt, with interest from 29 December, 1931,..	$1342.60

And the said assignee brings into Court the fund arising from said sale, and prays a ratification of the distribution made by him, and of all his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford,
Assignee of said Mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of December, nineteen hundred and thirty-one, 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.

J. Millard Tawes,
Clark of 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, Ex parte.	No.4374 Chancery, In the Circuit Court For Somerset County, Maryland. Trust created by mortgage from James D. Moss and wife to the Peoples Bank of Somerset County, assigned by said Peoples Bank

of Somerset County, to Andrew J. Evans, and assigned by said Andrew J. Evans to H. Fillmore Lankford for purpose of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 31st day of December, nineteen hundred and thirty-one, 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 30th day of January 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 27th day of January 1932.

The report states the amount of sale to be thirty-one hundred dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 1st day of February, in the year nineteen hundred and thirty-two, 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.4374 Chancery, In the Circuit Court For Somerset County, Maryland. Trust created by mortgage from James D. Moss and wife to the Peoples Bank of Somerset County,

assigned to Andrew J. Evans and assigned by Andrew J. Evans to H. Fillmore Lankford for the purpose of foreclosure.

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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 beem shown, it is this 1st day of February, nineteen hundred and thirty-two, 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.

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 Lawes ,Clerk.

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January Term, 1932.

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 4th day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

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:

.....

.....

George H. Myers, Assignee, Ex parte under power in mortgage from Woodie F. Maddox. No.4376 Chancery.	Be it remembered that heretofore to wit, on the 16th day of December, 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 Jesse H. Johnson by a certain Woodie F. Maddox of Somerset County, in the State of Maryland, 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 Woodie F. Maddox of Somerset County, in the State of Maryland, witnesseth:

Whereas the said Woodie F. Maddox is indebted to Jesse H. Johnson of said County and State, in the sum of Forty-five Hundred dollars, for a part of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Woodie F. Maddox for said sum of forty-five hundred dollars, dated evenly herewith, payable to the said Jesse H. Johnson one year after date, with interest from date, and whereas in said bill obligatory the said Woodie F. Maddox has reserved the right to pay the entire principal at any time with interest to date of payment, 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 Woodie F. Maddox hereby grants and conveys unto the said Jesse H. Johnson, his heirs and assigns, all those lots or parcels of land or tract or tracts of land, situate, lying and being in Brinkleys Election District, in Somerset County, in the State of Maryland, which said lands were conveyed to the said Woodie F. Maddox by the said Jesse H. Johnson and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, containing ninety acres, more or less, and being the same and all the lands which were conveyed to the said Jesse H. Johnson by Joseph N. Landon and wife by deed dated the 3rd day of December 1923, recorded or intended to be recorded among the land records of said county, to which said deeds reference is hereby made for full and accurate description of the lands hereby conveyed, being the same lands which were conveyed to the said Joseph N. Landon by William E. Gibson and wife and William J. Hall and wife by deed dated the 3rd day of July 1909, except so much thereof as has been conveyed by the said Joseph N. Landon and wife to George F. Price, Peter O. Hudson, William Hudson and John Hudson and Texie Schiebe by deeds duly recorded among the land records of said county,

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 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 Woodie F. Maddox does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns or H. Fillmore Lankford, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, 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 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 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 twenty-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, 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 in-

tended 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: Edgar A. Jones

Woodie F. Maddox (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 Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Woodie F. Maddox 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 Jesse H. Johnson, the 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.

Edgar A. Jones, J.P.

Received for record January 22th, 1924, and recorded in Liber W.J.S.No.88, folio 320, 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 15th day of December 1931.

Witness:
Mary L. Johnson

Jesse H. Johnson (SEAL)

Filed for record December 16th, 1931, and recorded in Liber W.J.S.No.88, folio 321,

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 Jesse H. Johnson and Mary L. Johnson of said county and state as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of ten thousand dollars, to be paid to the said State or its certain attorney, to which payment well amd 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 sixteenth day of December, nineteen hundred and thirty-one.

Whereas the above bounden, George H. Myers, as assignee of a certain mortgage executed by Woodie F. Maddox to the said Jesse H. Johnson, dated January twelfth, nineteen hundred and twenty-four, and recorded among the land records of said Somerset County in Liber No.88, folio 320, 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 the 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 as to Geo. H. Myers.

Lottie A. Boston,
Witness.

Geo. H. Myers (SEAL)
Jesse H. Johnson (SEAL)
Mary L. Johnson (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 30th day of January in the year nineteen hundred and thirty-two 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:

George H. Myers, Assignee,	)	
Ex parte under power in mortgage from	)	No.4376 Chancery
Woodie F. Maddox	)	In the Circuit Court
	)	For Somerset County.
	)	

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 Woodie F. Maddox to Jesse H. Johnson, and dated January 12, 1924, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.88, folio 320 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 convenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving twenty days notice of the time, place manner and terms of sale by advertisement in the 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-sixth day of January in the year nineteen hundred and thirty-two at two o'clock P.M. and then and there proceed to sell said property, to wit:

All the real estate in said mortgage described, the same being all those lots or parcels of land or tract or tracts of land situate, lying and being in Brinkley's Election District, in Somerset County, State of Maryland, which said lands were conveyed to the said Woodie F.Maddox by the said Jesse H. Johnson and wife by deed dated January 12th, 1924, containing ninety acres, more or less, and being the same and all the lands which were conveyed to the said Jesse H. Johnson by Joseph N. Landon and wife by deed dated the 3rd day of December 1923, being the same lands which were conveyed to the said Joseph N. Landon by William E. Gibson and wife and William J. Hall and wife by deed dated the 3rd day of July 1909, except so much thereof as has been conveyed by the said Joseph N. Landon and wife to George F. Price, Peter O. Hudson, William Hudson, John Hudson and Texie Schiebe by deeds duly recorded among the land records of said County.

And sold the same to Mary L. Johnson of said Somerset County, she being then and there the highest bidder therefor, at the sum of forty-five hundred dollars, and the said purchaser has complied with the terms of sale, and the said Assignee has distributed said proceeds of sale as follows:

To the Clerk of the Circuit Court for Somerset County, his costs,	$11.00
Somerset News, advertising sale and order nisi	19.00
B.C. Dryden, Auctioneer,	3.00
State and county taxes for 1929, 1930 and 1931	144.40
To the Assignee for his commissions,	200.00
Balance to Jesse H. Johnson on account of mortgage debt	4122.60
Total	$4500.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this day of January, nineteen hundred and thirty-two personally appeared before me, Clerk 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 distribution of proceeds 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:

George H. Myers, Assignee.	)	In the Circuit Court
Ex parte under power in mortgage from	)	For Somerset County.
Woodie F. Maddox.	)	No.4376 Chancery.
	)	
	)	

Ordered that the Sale of the property mentioned in these proceedings and the distribution of 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 first day of March 1932, 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 February 1932.

The Report states the amount of Sales to be $4500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 5th day of March in the year nineteen hundred and thirty-two comes again into Court here the said assignee by his solicitor aforesaid and on motion of the said ~~assignee~~ as aforesaid, the Court here passed the following order to wit:

George H. Myers, Assignee,	)	In the Circuit Court
Ex parte.	)	For Somerset County.
	)	No.4376 Chancery.
	)	

Ordered by the Court, this fifth day of March 1932, that the sale and distribution made and reported by the Assignee 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.

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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March 1932.

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 7th day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

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:

.....
.....

Curtis W. Long, Assignee of Edward Clayton Lloyd for the purpose of foreclosure and collection under power of sale contained in a mortgage from Fred W. Adams and Elsie R. Adams to Omar J.Croswell and thereafter assigned by the said Croswell to the Peoples Bank of Somerset County and by the said Peoples Bank of Somerset County duly assigned to the said Edward Clayton Lloyd, Ex parte. No.4370 Chancery.	Be it remembered that heretofore to wit, on the 19th day of November, in the year nineteen hundred and thirty-one, a certain Curtis W. Long, of Wicomico County, State of Maryland, in his proper person exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Omar J. Croswell by a certain Fred W. Adams and wife of Somerset County and State of Maryland, which said mortgage

is in the words following, to wit:

THIS MORTGAGE, Made this 18th day of January, in the year nineteen hundred and twenty-one by Fred W. Adams and Elsie R. Adams, his wife, of Somerset County, Maryland, witnesseth: Whereas the said Fred W. Adams and Elsie R. Adams, his wife, are justly and bona fide indebted unto Omar J. Croswell of said county and state, in the sum of twenty-four hundred dollars for the balance of the purchase money for the real estate hereinafter mentioned, evidenced by the bill obligatory of the said Fred W. Adams and Elsie R. Adams for said sum of twenty-four hundred dollars, dated evenly herewith and payable to the said Omar J. Croswell one year after date with interest from date, payable annually from date, reserving the right to pay said principal sum, or any part thereof, at any time, and whereas for the purpose of securing the payment of said sum of twenty-four hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that in consideration of the premises the said Fred W. Adams and Elsie R. Adams, his wife, do hereby grant and convey unto the said Omar J. Croswell, his heirs and assigns, all that farm or tract of land situate, lying and being in East Princess Anne Election District, lying and binding on the private road leading to the county road from Princess Anne to Snow Hill, and lying north and north-west of the Long-Broughton Tax Ditch and adjoining the lands of H. Lee Powell, Charles H. Hayman and others, and containing 30 acres, more or less, which was conveyed to the said Fred W. Adams and Elsie R. Adams by Omar J. Croswell and Margaret C. Croswell his wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being also all and the same land which was conveyed to the said Omar J. Croswell by Charles R. Porter and others by deed dated the 16th of December 1920, recorded among the land records of said Somerset County.

To which said deeds and records and all the references and descriptions 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 Mortgagee his heirs and assigns forever.

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

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Fred W. Adams and Elsie R. Adams, his wife, the mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of 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. Creston Beauchamp, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, for cash, to satisfy and pay 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 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 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, 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

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hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Fred W. Adams (SEAL)

Vernon E. White Elsie R. Adams(SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this day of January in the year nineteen hundred and twenty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Fred W. Adams and Elsie R. Adams, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Omar J. Croswell 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 hereunto subscribe my name and affix my Notarial Seal the day and year aforesaid.

Seal of Notary. Vernon E. White, Notary Public.

Received for record January 18th, 1921, and recorded in Liber W.J.S.No.82, folio 358, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received I hereby assign the within mortgage to the Peoples Bank of Somerset County, a corporation.

Witness my hand and seal this 16th day of April 1921.

Witness: Omar J. Croswell (SEAL)

M. L. Costen

Filed for record April 16th, 1921 and recorded in Liber W.J.S.No.82, folio 358,

Test: W. Jerome Sterling, Clerk.

Assignment:

For value received, the Peoples Bank of Somerset County, a corporation and assignee of the within mortgage hereby assigns the within and foregoing mortgage to Edward Clayton Lloyd, without recourse to said Bank.

Witness the hand of Henry J. Waters, President of the said the Peoples Bank of Somerset County a corporation, and the corporate seal of said Bank, this 20th day of January, in the year 1923.

Test: Seal of Bank. Henry J. Waters, President of the Peoples Bank of Somerset County, a corporation.

O. J. Croswell, Cashier.

Filed for record January 20th, 1923 and recorded in Liber W.J.S.No.82, folio 358,

Test: W. Jerome Sterling, Clerk.

Assignment.

I hereby assign the within mortgage to Curtis W. Long for the purpose of foreclosure and collection.

As witness my hand and seal this 17th day of November, 1931.

Test: Edward Clayton Lloyd (SEAL)

Nannie L. Shockley

Filed for record November 19th, 1931, and recorded in Liber W.J.S.No.82, folio 359,

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on November 19th, 1931, the following Bill Obligatory was filed:

$2400.00 Princess Anne, Md., Jan.18, 1911.

Secured by mortgage of even date for balance of purchase money, one year after date, we promise to pay to the order of Omar J. Croswell, the sum of twenty-four hundred dollars, with

interest from date, payable annually from date, at the Peoples Bank of Somerset County, Princess Anne, Md., Value received without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution, as to the debt evidenced by this obligation, and if default be made in the payment hereof at maturity, hereby covenant to pay 10% additional as collection fee, and hereby authorizes and empowers any Attorney of Record or Justice of Peace to confess judgment against us for the above sum and the costs of suit, with 10% collection charges. And the maker and endorser each hereby waives demand, protest and notice of non-payment hereof.

Witness our hands and seals.

Witness: Fred W. Adams (SEAL)

Vernon E. White. 50¢ Revenue Stamp. Elsie R. Adams (SEAL)

For value received I hereby assign the within note to the Peoples Bank of Somerset County this 16th day of April 1921.

Witness: Omar J. Croswell (SEAL)

M. L. Costen

Assignment:

For value received, the Peoples Bank of Somerset County, a corporation hereby assigns the within bill obligatory and the mortgage lien securing the same to Edward Clayton Lloyd, without recourse to said Bank.

Witness the hand of Henry J. Waters, President of said Bank and the corporate seal of said Bank this 20th day of January 1923.

Test: O.J. Croswell, Cashier. Seal of Bank. Henry J. Waters, President of the Peoples Bank of Somerset County, a corporation.

Assignment:

I hereby assign the attached mortgage note to Curtis W. Long for the purpose of foreclosure and collection.

As witness my hand and seal this 17th day of Nov.1931.

Test: Nannie L.Shockley Edward Clayton Lloyd (SEAL)

And thereupon the said Curtis W. Long, Assignee filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, Curtis W. Long, as Principal, and the United States Fidelity and Guaranty Company, a body corporate 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 & 00/100 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 nineteenth day of November in the year of our Lord, nineteem hundred thirty-one.

Whereas the above bounden Curtis W. Long, by virtue of the power contained in a mortgage from Fred W. Adams and Elsie R. Adams, to Omar J. Croswell, and assigned to The Peoples Bank of Somerset County, and assigned to Edward Clayton Lloyd, and assigned to Curtis W. Long, bearing date the eighteenth day of January 1921, and recorded among the mortgage records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 358, and is about to sell the land and premises described in said mortgage, default having beem 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 Curtis W. Long 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.

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Signed, sealed and delivered in the presence of:

Stanley G. Robins

Official Seal.

Curtis W. Long (SEAL)

United States Fidelity and Guaranty Company

By Laura L. Wailes, Attorney-in-Fact.

Which said bond was thus thereon endorsed to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 24th day of December 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:

Curtis W. Long, Assignee of Edward Clayton Lloyd for the purpose of foreclosure and collection under power of sale contained in a mortgage from Fred W. Adams and Elsie R.Adams to Omar J. Croswell and thereafter assigned by the said Croswell to the Peoples Bank of Somerset County and by the said Peoples Bank of Somerset County duly assigned to the said Edward Clayton Lloyd.	No.4370 Chancery In the Circuit Court For Somerset County, State of Maryland.
Ex parte.	

To the Honorable, the Judges of said Court:

The report of Curtis W. Long, Assignee of Edward Clayton Lloyd for the purpose of foreclosure and collection under power of sale contained in a mortgage from Fred W. Adams and Elsie R. Adams to Omar J. Croswell, and thereafter assigned by the said Croswell to the Peoples Bank of Somerset County and by the said Peoples Bank of Somerset County duly assigned to the said Edward Clayton Lloyd, dated January 18th, 1921, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 358 respectfully shows:

That after default had been made in the terms, covenants and conditions of said mortgage and after first giving bond, with sureties approved by the Clerk of this Court and after having given at least twenty days notice by advertisement published in the "The Somerset News," a weekly newspaper printed and published in Somerset County, prior to December 15th, 1931 (a copy of said advertisement and a certificate showing its publication being hereto attached and made a part of this report) this Assignee did, on December 15th, 1931, at or about the hour of two o'clock P.M., attend at the front door of the Court House in Princess Anne, Somerset County, Maryland, it being the time and place in said advertisement mentioned, and did then and there offer for sale, at public auction, for cash, the following property, to wit; all that farm or tract of land in East Princess Anne Election District, binding on the private road leading to the County Road from Princess Anne to Snow Hill, and lying North and Northwest of the Long-Broughton Tax Ditch, and adjoining the lands of H. Lee Powell, Charles H. Hayman et al., containing thirty acres of land, more or less, and sold the same to Edward Clayton Lloyd at and for the sum of One Thousand Dollars ($1000.00) he being the best and highest bidder therefor.

And the said purchaser will comply with the terms of sale by paying cash for said property upon final ratification of this report.

And this Assignee further begs leave to report that he has made distribution and prays ratification of the proceeds thus arising from said sale, as follows:

Cash from sale of property		$1000.00
Distribution		
Millard Tawes, Clerk's costs	$11.00	
The Somerset News, advertising and Order Nisi	24.00	
B. C. Dryden, Auctioneer	5.00	
Harry E. Muir, Treasurer, State and County taxes for 1930 and 1931.	53.04	
Laura L. Wailes, premium on bond	10.00	
Long & Johnson, Appearance fee	10.00	
Curtis W. Long, Assignee, Commissions	72.00	185.04
Balance left in hand to be applied on mortgage,		$814.96

Mortgage of Edward Clayton Lloyd dated January 18th,1921, Balance due on principal	$1800.00	
Interest on same from July 1st, to December 15th, 1931,	49.20	$1849.20
Balance applied on same		814.96
Balance due on mortgage and interest		$1034.24

Respectfully submitted,

Curtis W. Long, Assignee.

State of Maryland, Wicomico County, to wit:

I hereby certify that on this 21st day of December A.D. 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Curtis W. Long, Assignee as aforesaid, and made oath in due form of law that the matters and things stated by him in the aforegoing report of sale and distribution of the proceeds arising therefrom were true and correct to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Seal of Notary. Mabel H. Malone, Notary Public.

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

ORDER NISI:

Ordered, this 29th day of December in the year nineteen hundred and thirty-one by the Circuit Court for Somerset County, Maryland, in Equity, that the aforegoing report of sale and distribution of the proceeds arising from the sale of the property mentioned in these proceedings, made and reported by Curtis W. Long, Assignee of Edward Clayton Lloyd for the purpose of foreclosure and collection under power of sale contained in a mortgage from Fred W. Adams and Elsie R. Adams to Omar J. Croswell and thereafter assigned by the said Croswell to the Peoples Bank of Somerset County and by the said Peoples Bank of Somerset County duly assigned to the said Edward Clayton Lloyd, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of January 1932, provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, Maryland, once in each of three successive weeks before the 27th day of January 1932.

The report states the amount of sale to be $1000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 19th day of March, in the year nineteen hundred and thirty-two, 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 19th day of March A.D. 1932, that the sale of the property mentioned in these proceedings and the distribution arising therefrom as shown herein be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice thereof appears to have been given as required by the terms of the Order Nisi passed and published 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.

""

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No.4383 Chancery

Trust created by Mortgage from William B. Potter to E. Herrman Cohn and George Normam Pusey, assigned by said E.Herrman Cohn and George Norman Pusey to Frank Harrington, and assigned by said Frank Harrington to Bank of Somerset.

H. Fillmore Lankford, Ex Parte.

Be it remembered that heretofore to wit, on the 30th day of January in the year nineteen hundred and thirty-two, 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 E.Herrman Cohn and George Normam Pusey by a certain William B. Potter of Wicomico County and State of Maryland and thereafter said mortgage was assigned to Frank Harrington and afterwards Frank Harrington assigned said mortgage to Bank of Somerset, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 23rd day of March, in the year nineteen hundred and twenty-five by William B. Potter of Wicomico County, in the State of Maryland, witnesseth: Whereas the said William B. Potter is indebted to E. Herrman Cohn and George Norman Pusey of Somerset County, in the State of Maryland, in the sum of Eighteen Hundred Dollars for a part of the purchase money for the real estate hereinafter described, which said indebtedness is evidenced by the bill obligatory of the said William B. Potter dated evenly herewith, for said sum of eighteen hundred dollars, payable to the said E. Herrman Cohn and George Norman Pusey, five years 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 William B. Potter hereby grants and conveys to the said E. Herrman Cohn and George Norman Pusey as tenants in common, their heirs and assigns, all that tract or parcel of land in East Princess Anne Election District, in Somerset County, in the State of Maryland, containing sixty acres, more or less, which was conveyed to the said William B. Potter by E. Herrman Cohn and George Norman Pusey and wife by deed dated the 21st day of March, 1925, not yet delivered but intended to be delivered, and recorded cotemporaneously with this mortgage, to which said deed and the references in said deed contained, reference is hereby made for full and accurate description of the land hereby conveyed, being a part of the land which was conveyed to the said E. Herrman Cohn and George Norman Pusey by Lewis W. Pusey and wife by deed 8th day of February, 1924, recorded among the land records of said county.

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 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 William B. Potter 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 representa-

tives 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 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 twelve 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 mortgagees, their personal representatives and assigns, to the extent ofthe 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 hand and seal of said mortgagor.

Test: William B. Potter (SEAL)

Samuel H. Sudler

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of March, in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared William B. Potter the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed, and at the same time and place also personally appeared before me George Norman Pusey, 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 E. Herrman Cohn, the other mortgagee in said mortgage.

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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 March 23rd, 1925, and recorded in Liber W.J.S.No.89, folio 100, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received, we hereby assign the within and foregoing mortgage to Frank Harrington and guarantee the payment of the same.

Witness our hands and seals this 26th day of March 1925.

Test: H. Fillmore Lankford, E. Herrman Cohn (SEAL)

Geo. Norman Pusey(SEAL)

Filed for record March 26th, 1925, and recorded in Liber W.J.S.No.89, folio 100, one of the records of Somerset County.

Test: W. Jerome Sterling, Clerk.

Assignment:

For value received, I hereby assign the within and foregoing mortgage to the Bank of Somerset a body corporate, its successors and assigns, and guarantee the payment of the same.

Witness my hand and seal this 22nd day of September nineteen hundred and twenty-six.

Witness: Frank Harrington (SEAL)

H. F. Lankford

Filed for record September 22nd, 1926, and recorded in Liber W.J.S.No.89, folio 100,

Test: W. Jerome Sterling, Clerk.

The following Bill Obligatory was filed with said Mortgage:

$1800.00 March 23rd, 1925.

Secured by mortgage of even date herewith, and for value received, five years after date I promise to pay to the order of E. Herrman Cohn and George Norman Pusey, Eighteen Hundred dollars (part of purchase money for property conveyed by said mortgage) with interest from date, payable semi-annually from date, and I hereby waive the benefit of all statutory exemption as to the debt evidenced by this note.

Witness my hand and seal:

Witness: William B. Potter (SEAL)

Samuel H. Sudler

Assignment:

For value received, we hereby assign the within bill obligatory to Frank Harrington and guarantee the payment of the same.

Witness our hands and seals this 26th day of March 1925.

Witness: E. Herrman Cohn (SEAL)

H. F. Lankford Geo. Norman Pusey(SEAL)

Assignment:

For value received I hereby assign the within and foregoing bill obligatory to the Bank of Somerset, a body corporate, its successors and assigns, and guarantee the payment of the same.

Witness my hand and seal this 22nd day of September 1926.

Witness: Frank Harrington (SEAL)

H. F. Lankford.

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 E. Herrman Cohn and George Norman Pusey, sureties are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand dollars, current money to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of January nineteen hundred and thirty-two.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from William B. Potter to E. Herrman Cohn and George Norman Pusey dated the 23rd day of March 1925, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.89, folio 100 etc., assigned by the said E. Herrman Cohn and George Norman Pusey to Frank Harrington by assignment dated the 26th day of March 1925, recorded among said records in Liber W.J.S.No.89, folio 100 and assigned by said Frank Harrington to the Bank of Somerset by assignment dated the 22nd day of September 1926, recorded in Liber W.J.S.No.89, folio 100, 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 a 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)

Witness:

George Norman Pusey (SEAL)

Henry M. Lankford

E. Herrman Cohn (SEAL)

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 18th day of February in the year nineteen hundred and thirty-two, 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:

	) No.4383 Chancery,
	) In the Circuit Court for Somerset
H. Fillmore Lankford,	) County, Maryland.
Ex parte.	) Trust created by mortgage from Wm.
	) B. Potter to E. Herrman Cohn and
	) George Norman Pusey, assigned to
	) Frank Harrington and by Frank
	) Harrington 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 William B. Potter to E. Herrman Cohn and George Norman Pusey dated the 23rd day of March 1925, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.89, folio 100 etc., assigned by the said E. Herrman Cohn and George Norman Pusey to Frank Harrington by assignment dated the 26th day of March 1925, recorded among said records in Liber W.J.S.No.89, folio 100, and assigned by the said Frank Harrington to the Bank of Somerset, by assignment dated the 22nd

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DAY of September 1926, recorded among said records in Liber W.J.S.No.89, folio 100, respectfully represents:

That after default had occurred in the 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, as required by law, and after having given twenty days notice of the time, place, manner and terms of sale by advertisement in the Somerset News, a weekly newspaper printed in Somerset County, and by handbill posted at the Court House door in said county, he did, in pursuance of said notice attend at the Court House door in Somerset County, on Tuesday, the 16th day of February 1932, at or about the hour of 2.00 o'clock P.M. and then and there proceeded to sell the real estate conveyed by said mortgage at public auction as follows:

He offered all that farm or tract of land in East Princess Anne District, in Somerset County, Maryland, containing sixty acres, more or less, on the north-west side of the county road leading from Princess Anne to Palmetto, being all the land which was conveyed to the said Wm. B. Potter by the said E. Herrman Cohn and wife and George Norman Pusey and wife by deed dated the 21st day of March, 1925, recorded among said records in Liber W.J.S.No.91, folio 468 etc., and adjoining the lands of The Cohn & Bock Company, Ella Pusey and George Pusey, fully described by coursew and distances in the plat and certificate of survey filed with and as a part of said deed, improved by a dwelling house, barn and other outbuildings, and sold the same to the said E. Herrman Cohn and George Norman Pusey, they being then and there the highest bidders therefor, at and for the sum of twenty-one hundred dollars, and the said purchasers have complied with the terms of sale to the satisfaction of the said attorney.

And the said attorney makes the following distribution of the proceeds of said sale:

Whole amount of sale,			$2100.00
Principal of mortgage debt,	$1800.00		
Interest from 23rd March 1932,	96.90	$1896.90	
Clerk's fees,	$12.00		
Solicitor's fee,	10.00		
Advertising sale and order nisi	23.75		
State and county taxes 1931	48.20		
Attorney's commissions,	109.15	203.10	
		$2100.00	$2100.00

And the said attorney brings into Court the fund arising from said sale, and prays a ratification of said sale of the distribution of said fund made by him, and 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 18th day of February, nineteen hundred and thirty-two, 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.

Jl 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.4383 Chancery,
Ex parte.	)	In the Circuit Court for Somerset County, Maryland.
	)	Trust created by mortgage from William B.Potter to E. Herrman Cohn and George Norman Pusey to Frank Harrington and
	)	assigned by said Frank Harrington to Bank of Somerset.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, this 18th day of February, nineteen hundred and thirty-two, 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 17th day of March, 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 14th day of March 1932.

The report states the amount of sale to be twenty-one hundred dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 19th day of March in the year nineteen hundred and thirty-two 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.4383 Chancery,
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland.
	)	Trust created by mortgage from Wm.
	)	B. Potter to E. Herrman Cohn and
	)	George Norman Pusey, assigned by
	)	them to Frank Harrington, and by him
		assigned 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 19th day of March, nineteen hundred and thirty-two ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, the attorney mentioned in the foregoing report, and the sale of said 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.

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.

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In the matter of the tax sale of real estate, in the town of Crisfield, for town taxes, assessed to Lorie C. Quinn, Jr., for the years 1924, 1925, 1926, 1927, 1928 and 1929, made and reported by Charles H. Mallison, City Clerk and Collector of Taxes for said town of Crisfield for said years. Clarence E. Collins, Purchaser, Ex Parte. No.4349 Chancery.	Be it remembered that heretofore, to wit, on the 15th day July, 1931 a certain Charles H. Mallison, Collector of Taxes for the Town of Crisfield of Somerset County for the years 1924,1925,1926,1927,

1928 and 1929, by Harry C. Dashiell, 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 the town of Crisfield, assessed to Lorie C. Quinn, Jr., for the years 1924, 1925, 1926, 1927 1928 and 1929, made and reported by Charles H. Mallison City Clerk and Collector of Taxes for said City of Crisfield for said years. Clarence E. Collins, Purchaser. Ex parte.	No.4349 Chancery In the Circuit Court For Somerset County, In Equity.

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

The report of Charles H. Mallison, City Clerk and Collector of Taxes for the town of Crisfield, State of Maryland, a municipal corporation, respectfully represents:

That on or before the first day of October 1924, the Council of Crisfield made the annual levy upon the assessable property of said town of Crisfield subject to taxation for town purposes, and that immediately after said levy was made, I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did give notice of the making of said levy in the "Crisfield Times," a weekly newspaper published in said town of Crisfield, as required by law, and that I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did also at the same time make out and mail to each tax payer at his last known post office address, a bill of the taxes due by each tax payer, giving the amount of real and personal property with which each tax payer is assessed, the rate of taxation, and the amount of taxes due and the date from which said taxes would bear interest, and that I, the said City Clerk and tax Collector aforesaid, kept a copy of said notice and made a memorandum thereon of the time of mailing said notice.

That by said levy the Council for the town of Crisfield, a municipal corporation as aforesaid, did levy upon the property assessed to Lorie C. Quinn, Jr., hereinafter described in said town of Crisfield, the sum of one dollar and fifty-three cents, town taxes for the year 1924.

That immediately after said levy for the yeat 1924 was made, I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, mailed a bill for the taxes on the property hereinafter described to Lorie C. Quinn, Jr., at Crisfield, Maryland, the same being his last known Post Office address, giving the amount of real property at which said tax payer was assessed, the rate of taxation thereon the amount of taxes due and the date from which said taxes would bear interest.

That said taxes for the year 1924, being still unpaid, I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, on or shortly after the 1st day of January 1925, mailed to said delinquent tax payer, Lorie C. Quinn, Jr., at Crisfield, Maryland, a notice giving the amount of taxes due on said property and warning said delinquent tax payer that if said taxes were not paid within twenty days from the date of said notice, that I, the said City Clerk and Tax Collector aforesaid, would proceed to sell the said property for the payment of said taxes, interest and the penalty thereon.

That on or before the first day of October 1925, the Council of Crisfield made the annual levy upon the assessable property of said town of Crisfield subjedt to taxation for town purposes, and that immediately after the said levy was made, I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did give notice of the making of said levy in the Crisfield Times," a weekly newspaper published in said town of Crisfield, as required by law, and that I, the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, did also at the same time, make out and deliver to each tax payer at his last known post office address, a bill of the taxes due by each tax payer for the year 1925, giving the amount of real and personal property with which each tax payer is assessed, the rate of taxation and the amount of taxes due and the date from which said taxes would bear interest, and that I, the said City Clerk and tax collector, kept a copy of said notice and made a memorandum thereon of the time of mailing of said notice.

That by said levy the Council for the town of Crisfield, a municipal corporation as aforesaid, did levy upon the property assessed to Lorie C. Quinn, Jr., hereinafter described in said town of Crisfield, the sum of one dollar and fifty three cents, town taxes for the year 1925.

That immediately after said levy for the year 1925, was made, I, the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, mailed a bill for the taxes on the property hereinafter described to Lorie C. Quinn, Jr., at Crisfield, Maryland, the same being his last known post office address.

That said taxes for the year 1925, being still unpaid, I, the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, on or shortly after the 1st day of January 1926, mailed to said delinquent tax payer, Lorie C. Quinn, Jr., at Crisfield, Maryland, a notice giving the amount of taxes due on said property and warning said delinquent tax payer that if said taxes were not paid within twenty days from the date of said notice that I, the said City Clerk and Tax Collector as aforesaid, would proceed to sell the said property for the payment of said taxes, interest and the penalty thereon.

That on or before the first day of October 1926, the Council of Crisfield made the annual levy upon the assessable property of said town of Crisfield subject to taxation for town purposes, and that immediately after said levy was made, I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did give notice of the making of said levy in the "Crisfield Times," a weekly newspaper published in said town of Crisfield, as required by law, and that I, the said Charles H. Mallison, City Clerk and Collector as aforesaid, did also at the same time make out and mail to each tax payer at his last known post office address, a bill of the taxes due by each tax payer, giving the amount of real and personal property with which each tax payer is assessed, the rate of taxation and the amount of taxes due and the date from which said taxes for said year would bear interest, and that I, the City Clerk and Tax Collector aforesaid, kept a copy of said notice and made a memorandum thereon of the time of mailing of said notice.

That by said levy the Council for the town of Crisfield, a municipal corporation as aforesaid did levy upon the property assessed to Lorie C. Quinn, Jr., hereinafter described in said town of Crisfield, the sum of one dollar and fifty-three cents, town taces, for the year 1926.

That immediately after said levy for the year 1926, was made, I the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, mailed a bill for the taxes on the property hereinafter described to Lorie C. Quinn, Jr., at Crisfield, Maryland, the same being his last known post office address, giving the amount of said real estate at which said tax payer was assessed, the rate of taxation thereon, the amount of taxes due and the date from which said taxes would bear interest.

That said taxes for the year 1926, being still unpaid, I the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid on or shortly after the 1st day of January 1927, mailed to said delinquent tax payer, Lorie C. Quinn, Jr., at Crisfield, Maryland, a notice giving the

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amount of taxes due on said property and warning said delinquent tax payer that if said taxes were not paid within twenty days from the date of said notice that I, the City Clerk and Tax Collector aforesaid, would proceed to sell the said property for the payment of said taxes, interest and the penalty thereon.

That on or before the first day of October 1927, the Council of Crisfield made the annual levy upon the assessable property of said town of Crisfield subjedt to taxation for town purposes, and that immediately after said levy was made, I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did give notice of the making of said levy in the "Crisfield Times," a weekly newspaper published in said town of Crisfield, as required by law, and that I, the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, did also at the same time make out and mail to each tax payer at his last known post office address, a bill of the taxes due by each tax payer, giving the amount oof real and personal property with which each tax payer is assessed, the rate of taxation and the amount of taxes due and the date from which said taxes would bear interest, and that I, the said City Clerk and Tax Collector, kept a copy of said notice and made a memorandum thereon of the time of mailing of said notice.

That by said levy the Council for the town of Crisfield, a municipal corporation as aforesaid, did levy upon the property assessed to Lorie C. Quinn, Jr., hereinafter described in said town of Crisfield, the sum of one dollar and fifty three cents, town taxes, for the year 1927,

That immediately after said levy for the year 1927, was made, I the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, mailed a bill for the taxes on the property hereinafter described to Lorie C. Quinn, Jr., at Crisfield, Maryland, the same being his last known post office address, giving the amount of said real estate at which said tax payer was assessed, the rate of taxation thereon, the amount of taxes due and the date from which said taxes would bear interest.

That said taxes for the year 1927, being still unpaid, I, the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, on or shortly after the 1st day of January 1928, mailed to said delinquent tax payer, Lorie C. Quinn, Jr., At Crisfield, Maryland, a notice giving the amount of taxes due on said property and warning said delinquent tax payer that if said taxes were not paid within twenty days from the date of said notice, that I, the said City Clerk and Tax Collector aforesaid, would proceed to sell the said property for the payment of said taxes, interest and the penalty thereon.

That on or before the first day of October 1928, the Council of Crisfield made the annual levy upon the assessable property of said town of Crisfield subject to taxation for town purposes, and that immediately after said levy was made, I the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did give notice of the making of said levy in the "Crisfield Times," a weekly newspaper published in said town of Crisfield, as required by law, and that I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did also at the same time make out and mail to each tax payer at his last known post office address, a bill of the taxes due by each tax payer, giving the amount of real and personal property with which each tax payer is assessed, the rate of taxation and the amount of taxes due and the date from which said taxes for said year would bear interest, and that I, the said City Clerk and Tax Collector aforesaid, kept a copy of said notice and made a memorandum thereon of the time of mailing of said notice.

That by said levy the Council for the town of Crisfield, a municipal corporation as aforesaid, did levy upon the property assessed to Lorie C. Quinn, Jr., hereinafter described in said town of Crisfield, the sum of one dollars and fifty-three cents, town taxes for the year 1928.

That immediately after the said levy for the year 1928, was made, I the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, mailed a bill for the taxes on the prop-

erty hereinafter described to Lorie C. Quinn, Jr., at Crisfield, Maryland, the same being his last known post office address, giving the amount of said real estate at which said taxes was assessed, the rate of taxation thereon, the amount of taxes due and the date from which said taxes would bear interest.

That said taxes for the year 1928 being still unpaid, I, the said Charles H. Mallison, City Clerk and Tax Collector asaforesaid, on or shortly after the first day of January 1929, mailed to said delinquent tax payer, Lorie C. Quinn, Jr., at Crisfield, Maryland, a notice giving the amount of taxes due on said property and warning said delinquent tax payer that if said taxes were not paid within twenty days from the date of said notice, that I, the said City Clerk and Tax Collector would proceed to sell the said property for the payment of said taxes, interest and the penalty thereon.

That on or before the first day of October 1929, the Council of Crisfield made the annual levy upon the assessable property of said town of Crisfield subject to taxation for town purposes, and that immediately after said levy was made, I the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did give notice of the making of said levy in the "Crisfield Times," a weekly newspaper published in said town of Crisfield, as required by law, and that I, the said Charles H. Mallison, City Clerk and Tax Collector aforesaid, did also at the same time make out and mail to each tax payer at his last known post office address, a bill of the taxes due by each tax payer, giving the amount of real and personal property with which each tax payer is assessed, the rate of taxation and the amount of taxes due and the date from which said taxes would bear interest, and that I, the said City Clerk and Tax Collector kept a copy of said notice and made a memorandum thereon of the time of the mailing of said notice.

That by said levy the Council for the town of Crisfield, a municipal corporation as aforesaid did levy upon the property assessed to Lorie C. Quinn, Jr., hereinafter described in said town of Crisfield the sum of one dollar and fifty three cents town taxes for the year 1929.

That immediately after the said levy for the year 1929 was made, I, the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, mailed a bill for the taxes on the property hereinafter described to Lorie C. Quinn, Jr., at Crisfield, Maryland, the same being his last known post office address, giving the amount of said real estate at which said tax payer was assessed, the rate of taxation thereon, the amount of taxes due, and the date from which said taxes would bear interest.

That said taxes for the year 1929 being still unpaid, I the said Charles H. Mallison, City Clerk and Tax Collector as aforesaid, on or shortly after the 1st day of January 1930, mailed to said delinquent tax payer, Lorie C. Quinn, Jr., at Crisfield, Maryland, a notice giving the amount of taxes due on said property and warning said delinquent tax payer that if said taxes were not paid within twenty days from the date of said notice, that I, the said City Clerk and Tax Collector aforesaid, would proceed to sell the said property for the payment of said taxes, interest and the penalty thereon.

That the said town taxes for the years 1924, 1925, 1926, 1927, 1928 and 1929, being still due and in arrears and unpaid, constituted a lien upon the interest in the real estate owned by and assessed to the said Lorie C. Quinn, Jr., and upon which the aforesaid taxes were levied in said town of Crisfield, State of Maryland, a municipal corporation as aforesaid, and I, the said Charles H. Mallison, Town Clerk and Tax Collector as aforesaid, having found it necessary to enforce the payment of said town taxes for said years by a sale of said real estate, did advertise the interest of the said Lorie C. Quinn, Jr., in said real estate in the "Crisfield Times," a weekly newspaper published in said town of Crisfield by at least two successive insertions as required by law, before the day of sale, giving notice of the time, place and terms of sale, the years for which the taxes were due, the name of the person to whom the property was assessed and a description of the property sufficient to identify the same, and that I, the said Charles H. Mallison, City Clerk and Town Collector as aforesaid, in pursuance of said notice,

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did, on the 18th day of March 1931, at or about the hour of two o'clock P.M. on the premises in front of the property hereinafter described on the Hall Highway, proceed to sell at public auction, for cash, all the interest in that parcel of land being the real estate assessed to the said Lorie C. Quinn, Jr., in the town of Crisfield, in Crisfield Election District in said Somerset County, State of Maryland, for said years described as follows: One Quarter (1/4) interest in six acres of land more or less, located in the City of Crisfield, and lying along both sides of the Hall Highway, beginning for the same at the water front of the Little Annemessex River, and running by and with the south westerly line of the said Hall Highway, a distance of approximately six hundred and eighty-five feet to the land of Edward P. Wyatt and beginning at the aforesaid water front and running by and with the north easterly line of the said Hall Highway a distance of approximately six hundred and eighty-five feet to the lands of Alida Riggin, said quarter interest in said lands being assessed to Lorie C. Quinn, Jr., for the years of 1924, 1925, 1926, 1927, 1928 and 1929.

And sold the aforesaid interest in said land to Clarence E. Collins of Crisfield, Maryland he being then and there the highest bidder therefor at and for the sum of Ten Dollars and Seventy-six cents ($10.76) which the said purchaser 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 Chas. H. Mallison, City Clerk and Tax Collector as aforesaid, hereby report said sale and the proceedings aforesaid for ratification by this Court.

C. H. Mallison,
City Clerk and Tax Collector for town of
Crisfield, a municipal corporation.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of July, in the year nineteen hundred and thirty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Charles H. Mallison, City Clerk and Collector of Taxes for the City of Crisfield, and made oath in due form of law that the matters and things stated in the aforegoing 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 have hereunto set my hand and affixed my Notarial Seal the day and year above written.

Seal of Notary.

Juliana Norris,
Notary Public.

City Tax Collector's Sale of Property for Delinquent taxes.

By virtue of the power and authority vested in me as City Tax Collector for the City of Crisfield, Somerset County and State of Maryland, I hereby give notice that on the eighteenth day of March 1931, at or about the hour of 2 o'clock P.M. in front of the property herein described and situate on the Hall Highway, that I will sell at public auction for dash, one-quarter interest in six acres of land more or less, located in the City of Crisfield, and lying along both sides of the Hall Highway, beginning for the same at the water front of the Little Annamessex River and running by and with the South Westerly line of the said Hall Highway a distance of approximately six hundred and eighty-five feet to the lands of Edward P. Wyatt and beginning at the aforesaid water front and running by and with the North Easterly line of the said Hall Highway a distance of approximately six hundred and eighty-five feet to the lands of Alida Riggin, said quarter interest in said lands being assessed to Lorie C. Quinn, Jr., for the years of 1924, 1925, 1926, 1927, 1928 and 1929. The said property to be sold to satisfy said delinquent municipal taxes and the accrued interest on same.

C. H. Mallison,

City Clerk and Tax Collector.

Upon whichhsaid 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 the Town of Crisfield, for town taxes, assessed to Lorie C. Quinn, Jr., for the years 1924,1925,1926, 1927, 1928 and 1929, made and reported by Charles H. Mallison, City Clerk and Collector of Taxes for said Town of Crisfield for said years.	)	No.4349 Chancery
	)	In the Circuit Court
	)	For Somerset County,
Clarence E. Collins, Purchaser. Exparte.	)	In Equity.
	)	

Whereas a certain Charles H. Mallison, City Clerk and Collector of Town Taxes for the City of Crisfield, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as said City Clerk and Collector of Taxes for the City of Crisfield, as aforesaid, to Clarence E. Collins, of one-quarter (1/4) interest in six acres of land, more or less, located in the City of Crisfield, and lying along both sides of the Hall Highway, beginning for the same at the water front of the Little Annamessex River and running by and with the south Westerly line of the said Hall Highway a distance of approximately six hundred and eighty-five feet to the lands of Edward P. Wyatt and beginning at the aforesaid water front and running by and with the north easterly line of the said Hall Highway a distance of approximately six hundred and eighty-five feet to the lands of Alida Riggin, said quarter interest in said lands being assessed to Lorie C. Quinn, Jr., for the years 1924,1925,1926,1927, 1928 and 1929 and sold for the payment of taxes due the City of Crisfield, due and in arrears for said years, together with all the proceedings in relation to the 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 July, in the year nineteen hundred and thirty-one, that notice be given by publication of a copy of this order in some newspaper published in said town of Crisfield, once a week for three successive weeks before the 14th day of August 1931, requiring all persons interested in said property so sold to be and appear in this Court by the 19th day of September 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 Ten Dollars and Seventy-six cents ($10.76)

Robert F. Duer, Judge.

And now at this day to wit, on the 24th day of March, in the year nineteen hundred and thirty-two came again into Court here the said complainant by his solicitor aforesaid, and on motion of the said complainant as aforesaid, the Court here passed the following order, to wit:

In the matter of the tax sale of real estate in the Town of Crisfield, assessed to Lorie C.Quinn Jr., for the years 1924, 1925, 1926, 1927, 1928 and 1929, made and reported by Charles H. Mallison, City Clerk and Collector of Taxes for said town of Crisfield for said years.	)	No.4349 Chancery
	)	In the Circuit Court
	)	For Somerset County,
Clarence E. Collins, Purchaser. Ex parte.	)	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 "Crisfield Times," 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 24th day of March in the year nineteen hundred and thirty-two, 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 Lowes, Clerk.

""

L. Creston Beauchamp, Ex Parte.	)	Be it remembered that hereto-
Trust created by mortgage from George L. Custis and F. Adelan Custis, his wife, to the Peoples Bank of Somerset County.	)	fore to wit, on the 26th day
	)	of January in the year nine-
No.4382 Chancery.	)	teen hundred and thirty-two
	)	a certain L. Creston Beauchamp
	)	of Somerset County and State
		of Maryland in his proper per-

son exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Peoples Bank of Somerset County, Md., by George L. Custis and F. Adellan Custis, his wife, of Wicomico County, Maryland, which said Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twentieth day of March, in the year nineteen hundred and twenty-four by George L. Custis and F. Adellan Custis, his wife, of Wicomico County, Maryland, witnesseth:

Whereas the said George L. Custis and F. Adellan Custis, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of eighty-nine hundred and fifty dollars for the balance of the purchase money for the first parcel of land hereinafter described, evidenced by the bill obligatory of the said George L. Custis and F. Adellan Custis, his wife, for said sum of eighty-nine hundred and fifty dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years from the date of this mortgage with interest from the first day of January 1925, payable semi-annually and whereas for the purpose of securing the payment of said sum of eighty-nine hundred and fifty dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said George L. Custis and F. Adellan Custis, his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, a body corporate as aforesaid, its successors and assigns.

1st. All that farm or tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, known as the Goble farm on the county road leading from Princess Anne to Revelle's Neck, adjoining the lands of C.C. Gelder and William Wetter and containing 87¼ acres, more or less, being the same and all the land which was conveyed to the said George L. Custis and F. Adellan Custis his wife by the said Peoples Bank of Somerset County by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage.

2d. All that house and lot situate, lying and being in Delmar Election District, Wicomico County, Maryland, which was conveyed to the said George L. Custis and F. Adellan Custis by Samuel M. Yingling and Susie M. Yingling, his wife by deed dated the 29th of October 1918, recorded among the land records of said Wicomico County in Liber J.C.K.No.109, folio 392.

To all of which said deeds and records, and all the references and descriptions 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 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 George L. Custis and F. Adellan Custis his wife, the mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of thesame, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors an assigns, or L. Creston Beauchamp, its or their Attorney or Agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 five 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

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first mentioned.

Witness the hands and seals of said mortgagors.

Test: George L. Custis (SEAL)

J. G. W. Perdue F. Adellan Custis (SEAL)

State of Maryland, Wicomico County, to wit:

I hereby certify that on this twentieth day of March in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Wicomico County aforesaid, personally appeared George L. Custis and F. Adellan Custis his wife, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Omar J. Croswell, Cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he, the said Omar J. Croswell, is the Cashier and agent of the said Peoples Bank of Somerset County, and is authorized to make this affidavit.

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

Seal of Notary. J. G. W. Perdue, Notary Public.

Received for record March 20th, 1924, and recorded in Liber W.J.S.No.88, folio 388 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT:

The Peoples Bank of Somerset County, a corporation hereby assigns the within and and foregoing mortgage to Harry E. Muir, County Treasurer of Somerset County, Maryland, as collateral security for deposits of said county in said Bank, to the credit of Harry E. Muir, County Treasurer.

Witness the corporate seal of the said Peoples Bank of Somerset County, a corporation and the signature of Henry J. Waters, President of said Bank, this 6th day of November 1931.

Seal of Bank. Henry J. Waters, President of Peoples Bank of Somerset County a corporation.

Test: O. J. Croswell, Cashier.

Filed for record January 26th, 1932, and recorded in Liber W.J.S.No.88, folio 388,

Test: J. Millard Tawes, Clerk.

And thereupon the said L. Creston Beauchamp, Attorney 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 six thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of February 1932.

Whereas by mortgage dated the 20th of March 1924, recorded among the land records of Somerset County, Maryland, in Liber W.J.S;No.88, folio 388, a certain George L. Custis and F. Adellan Custis, his wife, conveyed to the Peoples Bank of Somerset County certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by virtue of the power and authority contained therein the said L. Creston Beauchamp the attorney named in the mortgage, is authorized to sell the mortgaged property, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contain in said mortgage

by a sale of the property 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 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 this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: James R. Stewart — L. Creston Beauchamp (SEAL)

Test: James R. Stewart — Corporate Seal. — Maryland Casualty Company, L. C. Beauchamp, Agent.

Bond approved,
J. Millard Tawes, Clerk.

Filed for record February 10th, 1932, and recorded in Liber G.W.D.No.5, folio 122,
J. Millard Tawes, Clerk.

And thereafter to wit, on the 25th day of February 1932, the said Attorney exhibited and filed in the Cirduit 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.4382 Chancery
Trust created by mortgage from George L. Custis and F. Adelan Custis, his wife, to the Peoples Bank of Somerset County	)	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, Attorney named in a mortgage from George L. Custis and Fl Adellan Custis, his wife, to the Peoples Bank of Somerset County, dated March 20th, 1924, recorded among the land records of said Somerset County in Liber W.J.S.No.88, folio 388 and assigned by said Peoples Bank of Somerset County to Harry E. Muir, County Treasurer as collateral security for the funds of the county in said bank, 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 "Eastern Shore Republican" a weekly newspaper published 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 Court House coor in Princess Anne Maryland, on Tuesday, February 23rd. 1932, 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 the first parcel of land described in said mortgage, namely:

He offered all that farm or tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, known as the Goble Farm, on the east side of the Manokin River and back from the west side of the county road leading from Princess Anne to Revelle's Neck, adjoining the lands of C. C. Gelder and others, and containing 87¼ acres, more or less, being the same and all the land which was conveyed to the said George L. Custis and F. Adellan Custis, his wife by the Peoples Bank of Somerset County by deed dated the 20th of March 1924, recorded among said land records in Liber W.J.S.No.90, folio 255 and improved by a fine dwelling and necessary outbuildings and sold the same to William H, Adams, he being the highest bidder therefor, at and for the sum of four thousand dollars, and the purchaser has complied with the terms of sale to the satisfadtion of the trustee by paying three hundred and fifty dollars cash and giving his promissory note for thirty-six hundred and fifty dollars, dated February 23rd, 1932, payable in ten days.

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And the trustee prays a ratification of his proceedings in the premises.

Respectfully submitted.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of February 1932, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, 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 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.

J. Millard Tawes, Clerk of Court.

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

L. Creston Beauchamp, Ex parte.	)	
	)	No.4382 Chancery
Trust created by mortgage from George L.	)	In the Circuit Court
Custis and F. Adellan Custis his wife, to	)	For Somerset County,
the Peoples Bank of Somerset County.	)	Maryland.
	)	

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 25th day of February 1932, that the report of L. Creston Beauchamp, trustee and attorney named in the foregoing report of sale, and the sale of real estate by him reported be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed on or before the 26th day of March 1932, 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 24th day of March 1932.

The report states the amount of sales to be $4000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 4th day of April, in the year nineteen hundred and thirty-two comes again into Court here the said Attorney , and on motion of the said Attorney, the Court here passed the following order to wit:

	)	
L. Creston Beauchamp,	)	No.4382 Chancery
	)	In the Circuit Court
Ex parte.	)	For Somerset County, Md.,
	)	
	)	

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 beem shown, it is this 4th day of April 1932, adjudged, ordered and decreed by the Cirduit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, Attorney and trustee and the sale by him reported, be and the same are hereby finally ratified and confirmed, and it is further ordered that the proceedings be referred to the auditor for distribution.

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.

"""""""

In the Matter of the Deed of Trust from B. Ray Pusey and Mary V. Pusey, his wife to J. Edgar Harvey. No.4287 Chancery	)	Be it remembered that heretofore to wit, on the 15th day of April, in the year nineteen hundred and thirty-two a certain J. Edgar Harvey of Wicomico County in his proper person exhibited and filed

in the Circuit Court here a certain Transcript of record from the Circuit Court for Wicomico County, which said transcript of record is in the words following, to wit:

In the Records of the Circuit Court for Wicomico County, State of Maryland among other Proceedings, is the following, to wit:

Petition and Order of Court assuming Jurisdiction of Trust.

(Filed December 14, 1931)

In the matter of the Deed of Trust From B. Ray Pusey and Mary V. Pusey, his wife, to J. Edgar Harvey	)	No.4129 Chancery In the Circuit Court For Wicomico County and State of Maryland, November Term, 1931.

To the Honorable, the Judges of said Court:

The petition of J. Edgar Harvey respectfully represents:

(1) That on December 12, 1931, B. Ray Pusey and Mary V. Pusey, his wife, of Wicomico County and State of Maryland, signed, executed and delivered to him a Deed of Trust, conveying to him all of the property of the said B. Ray Pusey and Mary V. Pusey of every kind and description, for the benefit of their creditors, which Deed is herewith filed as a part hereof, marked "Exhibit A"

(2) That your petitioner, the Trustee named in said Deed, has given bond in the penalty of Fifteen Thousand Dollars ($15,000.00) and is ready and willing to enter upon the performance of his trust, subject to the order of this Court.

Your petitioner, therefore, prays, this Court to pass an order assuming jurisdiction of the trust and directing your Trustee to take charge and dispose of the property conveyed by said Deed of Trust, upon such terms and conditions as the Court may prescribe.

And as in duty bound, etc.,

J. Edgar Harvey, Petitioner.

ORDER OF COURT:

Ordered, this 14th day of December, in the year nineteen hundred and thirty-one by the Circuit Court for Wicomico County and State of Maryland, in Equity, that J. Edgar Harvey, the Trustee named in the aforementioned Deed of Trust, be, and he is hereby authorized and directed to take charge of the property conveyed to him by said Deed, and proceed to administer the trust reposed in him by said Deed, upon filing corporate bond in the penalty of Fifteen Thousand Dollars, to be approved by the Clerk of this Court.

Joseph L. Bailey, Judge.

EXHIBIT "A"

(Filed December 14, 1931)

THIS DEED, Made this twelfth day of December in the year nineteen hundred and thirty-one by B. Ray Pusey and Mary V. Pusey, his wife, of Wicomico County and State of Maryland.

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Whereas the said B. Ray Pusey and Mary V. Pusey are indebted unto Sundry persons in various amounts of money which they are unable to pay in full, and desire to convey and assign all their property and estate to J. Edgar Harvey, of the County and State aforesaid, in trust for the benefit of their creditors as hereinafter set forth.

Now therefore this Deed witnesseth that in consideration of the premises and of the sum of Five Dollars, the said B. Ray Pusey and Mary V. Pusey do hereby grant, convey and assign unto J. Edgar Harvey all their, the said B. Ray Pusey's and Mary V. Pusey's estate and property of every kind and description, real and personal, in possession or in expectancy, and wheresoever situated.

To have and to hold the same unto the said J. Edgar Harvey, his heirs, personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

First: To take possession of the said estate and property, and without unnecessary delay to convert the same into money by the sale of so much thereof as is salable, and the collection of so much thereof as is collectible, and to apply the proceeds after the payment of the expenses of this trust, including a reasonable commission to the trustee for his services according to the law in such cases, to the payment in full of all the debts due and owing by the said B. Ray Pusey and Mary V. Pusey, without preference or priority, exdept as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts, pro rata, without preference or priority except as aforesaid.

Secondly: After the payment in full of all debts aforesaid, and all claims and demands whatsoever against the said B. Ray Pusey and Mary V. Pusey, for which they may be liable, in trust to pay the surplus, if any there be, to the said B. Ray Pusey and Mary V. Pusey, their proper representatives or assigns.

And the said B. Ray Pusey and Mary V. Pusey for the purposes aforesaid, do hereby make, constitute and appoint the said J. Edgar Harvey, their true and lawful attorney, irrevocable, in their names and otherwise to ask, demand, sue for, recover and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said B. Ray Pusey and Mary V. Pusey, or either of them, and for all receipts and deliveries to make, execute and acknowledge due acquittances, and to compound for any doubtful debts, and further to do all other acts, required to be done in the premises as fully and effectually as they, the said B. Ray Pusey and Mary V. Pusey, or either of them, might or could have done if these presents had not been executed.

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

Test: B. Ray Pusey (SEAL)

Beulah E. Livingston Mary V. Pusey (SEAL)

State of Maryland, Wicomico County, to wit:

I hereby certify that on this 12th day of December, A.D. 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared B. Ray Pusey and Mary V. Pusey his wife, and each acknowledged the aforegoing deed to be their respective act.

As witness my hand and Notarial Seal the day and year last above written.

Seal
Beulah E. Livingston
N.P.

Beulah E. Livingston,
Notary Public.

Petition and Order to sell
Real and Personal Property

(Filed January 6, 1932)

In the Matter of the Deed of Trust	)	
From B. Ray Pusey and May V. Pusey	)	No.4129 Chancery
to J. Edgar Harvey.	)	In the Circuit Court
	)	For Wicomico County and
	)	State of Maryland.
	)	

To the Honorable, the Judges of said Court:

The petition of J. Edgar Harvey, Trustee under and by virtue of a Deed of Trust from B. Ray Pusey and Mary V. Pusey, filed in these proceedings, respectfully represents:

(1) That pursuant to the order of this Court, bearing date of December fourteenth, nineteen hundred and thirty-one, your petitioner has assumed charge of the property of the said B. Ray Pusey and Mary V. Pusey and has filed in these proceedings an approved bond in the penalty sum of Fifteen Thousand Dollars, conditioned upon the faithful performance of his duties as Trustee as aforesaid.

(2) That the Inventory and Appraisement filed in these proceedings shows that the said B. Ray Pusey and Mary V. Pusey are the owners of a considerable amount of personal property, as well as real estate, which real estate is located both in Wicomico and Somerset Counties, that heretofore, to wit, on December 16, 1931, a decree was passed authorizing and directing your petitioner to sell the real estate located in Wicomico County.

Wherefore, your petitioner prays your Honors to pass an order authorizing and directing your petitioner, as Trustee to sell the aforementioned personal property and the real estate situated in Somerset County.

And as in duty bound etc.,

J. Edgar Harvey, Trustee.

Upon the aforegoing petition, it is this 4th day of January in the year nineteen hundred and thirty-two by the Circuit Court for Wicomico County and State of Maryland, in Equity, adjudged, ordered and decreed that J. Edgar Harvey, Trustee of B. Ray Pusey and Mary V. Pusey, be and he is hereby authorized and directed to sell the real estate mentioned in the aforegoing petition, after giving at least three weeks' notice by advertisement inserted in at least one newspaper published in said Somerset County of the time, place, manner and terms of said sale, which terms shall be one-third cash and balance in twelve months, or all cash at the option of the purchaser, the credit portion to bear interest from the day of sale and to be secured by the note of the purchaser, with sureties to be approved by said Trustee, and after giving at least ten days' notice by advertisement in at least one newspaper published in said Wicomico County of the time, place, manner and terms of sale of said personal property, said Trustee is hereby authorized and directed to sell said personal property, the terms of sale of said personal property to be cash for all items selling for $25.00 or less, items selling for more than that amount, fifty per cent cash, balance within sixty days, or all cash at option of purchaser, deferred payments to bear interest from day of sale and to be secured to satisfaction of Trustee, and as soon as convenient after said sales, the said Trustee shall return to this Court a full report of his proceedings relating thereto, with an affidavit annexed of the truth thereof and of the fairness of said sale, and upon the ratification of the sale of the said real estate and upon the payment of the 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 thereof, his, her or their heirs or assigns, said real estate. And the said Trustee shall bring into this Court the money arising from the sales of said real and personal property, to be distributed under the direction of this Court, after deducting the cost of administration of this trust, including a reasonable commission to said Trustee.

Joseph L. Bailey, Judge.

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REPORT OF SALE, ORDER NISI,
FINAL ORDER OF RATIFICATION

(Filed February 10, 1932)

In the matter of the Deed of	)	No.4129 Chancery
Trust from B. Ray Pusey and Mary	)	In the Circuit Court
V. Pusey to J. Edgar Harvey.	)	For Wicomico County
	)	and State of Maryland.

To the Honorable, the Judges of said Court:

The Report of J. Edgar Harvey, Trustee under and by virtue of a Deed of Trust from B. Ray Pusey and Mary V. Pusey, his wife, dated December 12, 1931, respectfully shows:

That pursuant to a decree of this Court, passed on the fourth day of January in the year nineteen hundred and thirty-two, authorizing and directing your Trustee to sell certain real estate therein mentioned, and after having given 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 after 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 and State of Maryland, for at least three weeks before the day of sale, as will appear by reference to the hereto attached certificate of publication of said notice of sale, and by hand bills extensively circulated throughout Wicomico, Somerset and Worcester Counties, Maryland, he did, pursuant to said notice, attend at the front door of the Court House, in the Town of Princess Anne, in Somerset County and State of Maryland, on the second day of February in the year nineteen hundred and thirty-two at two o'clock in the afternoon, and then and there proceeded to sell said property in the manner following, that is to say:

Your Trustee offered at public auction to the highest bidder the real estate mentioned in said decree, being all that tract or parcel of ground situated and lying in East Princess Anne Election District of Somerset County and State of Maryland, located on the East side of the County Road leading from Pocomoke City to Fruitland and being a part of tracts called "Gray's Purchase," "Dudley's," "Rowley's Hall," "Privilege," "Phillip's Conclusion," and "Pasturage," containing two hundred and seventy-five acres of land, more or less, being the same land that was conveyed to Mary V. Pusey by Anna H. Ferris by deed dated November 20, 1924, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.21, folio 218.

And your Trustee sold the above described property to H. Fillmore Lankford and William B. Spiva for the sum of Thirty-three hundred dollars ($3300.00) they being at that sum the highest bidders therefor, the terms of sale being one-third cash and balance in twelve months, or all cash at the option of the purchaser, and the said purchasers have complied with said terms of sale.

Respectfully submitted,

J. Edgar Harvey, Trustee.

I hereby certify that on this tenth day of February A.D. 1932, before me, the subscriber, Clerk of the Circuit Court for Wicomico County and State of Maryland, personally appeared J. Edgar Harvey, Trustee named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Ira D. Turner, Clerk.

This is to certify that the attached advertisement was published in the Somerset News, a weekly newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 2nd day of February 1932.

Edgar A. Jones, Publisher

J. Edgar Harvey, Solicitor, Salisbury, Md.,

TRUSTEE'S SALE OF VALUABLE TIMBER LAND

Under and by virtue of a decree of the Circuit Court for Wicomico County and State of Maryland, passed in No.4129 Chancery, on January fourth, nineteen hundred and thirty-two, the undersigned, as Trustee, will sell at public auction at the front door of the Court House in Princess Anne, Somerset County, Maryland, on Tuesday Feb. 2nd., 1932. at 2 o'clock P.M. all that tract or parcel of ground, together with the improvements thereon, situated and lying in East Princess Anne Election District of Somerset County and State of Maryland, located on the East side of the county road leading from Pocomoke City to Fruitland and being a part of tracts called "Gray's Purchase," "Dudley's," "Rowley's Hill," "Privilege," "Phillip's Conclusion," and "Pasturage," containing 275 ACRES of land more or less, being the same land that was conveyed to Mary V. Pusey by Anna H. Ferris by deed dated November 20, 1924, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.91, folio 218.

Terms of Sale: One-third cash, balance in twelve months, credit portion to bear interest from day of sale and to be secured to the satisfaction of the Trustee or all cash at the option of the purchaser.

Title papers at expense of purchaser.

43-4t J. Edgar Harvey, Trustee

ORDER NISI

Ordered by the Circuit Court for Wicomico County and State of Maryland, in Equity, this tenth day of February in the year nineteen hundred and thirty-two, that the sale of the property mentioned in these proceedings and in the aforegoing Report of Sale, made and reported by J. Edgar Harvey, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twelfth day of March, next, provided a copy of this order be inserted in some weekly newspaper published in said Wicomico County once in each of three successive weeks before the eighth day of March next.

The Report states the amount of sale to be Thirty-three Hundred Dollars.

Ira D. Turner, Clerk.

CERTIFICATE OF PUBLICATION

Salisbury, Md., March 19, 1932.

We hereby certify that the annexed Order Nisi has been published in The Salisbury Advertiser and Wicomico Countian for four successive issues, before the 8th day of March 1932, as required by law.

The Wicomico Publishing Co.,
Publishers of the Salisbury Advertiser and
Wicomico Countian.

I.E. Jones, Manager.

ORDER NISI

In the matter of the deed of trust from B. Ray Pusey and Mary V. Pusey to J. Edgar Harvey.

No.4129 Chancery

In the Circuit Court for Wicomico County and State of Maryland

Ordered by the Circuit Court for Wicomico County and State of Maryland, in Equity, this tenth day of February in the year nineteen hundred and thirty-two, that the sale of the property mentioned in these proceedings and in the aforegoing Report of Sale, made and reported by J. Edgar Harvey, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twelfth day of March, next, provided a copy of this order be inserted in some weekly newspaper published in said Wicomico County once in each of three successive weeks before the eighth day of March next.

The report states the amount of sale to be thirty-three hundred dollars.

Ira D. Turner, Clerk.

True Copy, Test: Ira D. Turner, Clerk.

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FINAL ORDER OF RATIFICATION

Ordered, by the Circuit Court for Wicomico County and State of Maryland, in Equity, this 19th day of March in the year nineteen hundred and thirty-two, that the sale made and reported by J. Edgar Harvey, Trustee as in the aforegoing Report of Sale set forth, 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.

Joseph L. Bailey, Judge.

State of Maryland, Wicomico County, to wit:

I, Ira D. Turner, Clerk of the Circuit Court for Wicomico County, State of Maryland, hereby certify that the aforegoing is a true and correct copy of the Petition and Order of Court assuming jurisdiction of trust, Exhibit A, Petition and order to sell real and personal property and report of sale, Order Nisi, Final Order of Ratification, in the case of "In the matter of the Deed of Trust from B. Ray Pusey and Mary V. Pusey to J. Edgar Harvey," being No.4129 Chancery, in the Circuit Court for Wicomico County, State of Maryland, in Equity.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Wicomico County, State of Maryland, this 7th day of April, A.D. 1932.

Seal of State.

Ira D. Turner,
Clerk of the Circuit Court for Wicomico County, State of Maryland.

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.

H. Fillmore Lankford, Ex parte.

Trust created by mortgage from Amelia J. Messick and Margaret Teas to the Deals Island Bank, assigned to H. Fillmore Lankford for the purpose of foreclosure.

No.4385 Chancery.

) Be it remembered that hereto-
) fore, to wit, on the 16th day
) of February in the year nine-
) teen hundred and thirty-two,
) a certain H. Fillmore Lankford
) of Somerset County and State of
) Maryland in his proper person
) exhibited and filed in the Cir-
) cuit Court here a certain mort-
) gage executed and delivered to

Deals Island Bank by a certain Amelia J. Messick and Margaret Tease of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 30th day of July in the year nineteen hundred and eighteen, by Amelia J. Messick and Margaret Tease of Somerset County in the State of Maryland, witnesseth: Whereas the said Amelia and Margaret have this day borrowed from the "Deals Island Bank," a body corporate, the sum of four hundred and seventy-five dollars, evidenced by the bill obligatory of the said Amelia and Margaret for said sum, dated evenly herewith, payable to said Deals Island 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 Amelia J. Messick and Margaret Tease do grant and convey to the said Deals Island Bank, its successors and assigns, all that lot or parcel of land on Deals Island in Somerset County,

Maryland, being all the land which was conveyed to John A. Messick and the said Amelia J. Messick by Andrew J. Bradshaw and wife by deed dated the 16th day of December 1871, recorded among the land records of said county in Liber L.W.No.13, folio 314 etc., except so much thereof as has been conveyed to John W. Wilson by deed dated the 22nd day of September 1886, recorded among said records in Liber H.F.L.No.4, folio 442 etc., and by deed dated the 5th day of March 1887, recorded among said records in Liber H.F.L.No.5, folio 137 etc., the land hereby conveyed contained eight acres, more or less, and being bounded on the north by the land of Jacob Webster and the land of the heirs of W. W. Evans, on the east by the land of Noah R. Webster, and the land of Hosea C. Webster, on the south by the land of T. A. Wallace and on the west by the land of Noah and Georgeanna Webster,

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 Amelia J. Messick and Margaret Tease do hereby covenants 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 said sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County 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

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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 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.

Witness the hands and seals of said mortgagors.

Test: Amelia J. Messick (SEAL)

Arthur Andrews Margaret E. Tease (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of July, in the year nineteen hundred and eighteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Amelia J. Messick and Margaret Tease, 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 Arthur Andrews 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 Deals Island Bank, mortgagee in said mortgage, has not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will said Deals Island Bank, mortgagee as aforesaid require any tax levied thereon to be paid by the mortgagors or any person for the during the existence of this mortgage, and that he is the Cashier and agent of the Deals Island Bank, mortgagee as aforesaid, and that he is authorized to make this affidavit.

William T. Kelly, J.P.

Received for record August 2nd, 1918, and recorded in Liber W.J.S.No.75, folio 190 etc., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT:

For value received, and for the purpose of foreclosure, the Deals Island Bank, a body corporate, hereby assigns the within and foregoing mortgage to H. Fillmore Lankford.

Witness the corporate seal of said Deals Island Bank, a body corporate and the signature of William B. Spiva, President of said Deals Island Bank, this 12th day of February, nineteen hundred and thirty-two.

Witness: Dorothy D.Jones, Seal of Bank Wm. B. Spiva, President of Deals Island Bank, a body corporate.

Filed for record February 13th, 1932, and recorded in Liber W.J.S.No.75, folio 190,

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on February 16th, 1932, the following Bill Obligatory was filed:

$475.00 July 30th, 1918.

Secured by mortgage of even date herewith, and for value received, One year after date

we promise to pay to the order of Deals Island Bank, a body corporate Four Hundred and Seventy-five dollars with interest from date, payable semi-annually from date and we hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness our hands and seals.

Witness: Amelia J. Messick (SEAL)

Arthur Andrews Margaret Tease (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 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, 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 February, nineteen hundred and thirty-two.

Whereas by mortgage dated the 30th day of July 1918, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.75, folio 190 etc., Amelia J. Messick and Margaret Tease conveyed to the Deals Island Bank, certain real estate in Somerset County, Maryland, to secure the payment of the sum therein mentioned and whereas by assignment dated the 12th day of February 1932, recorded among said records in Liber W.J.S.No.75, folio 190, the said Deals Island Bank assigned said mortgage to H. Fillmore Lankford for the purpose of foreclosure, after default had 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 is authorized upon default to sell the real estate conveyed by said mortgage, and whereas default has occurred in the terms and covenants of said mortgage, and the said H. Fillmore Lankford 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 of decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: H. Fillmore Lankford (SEAL)

Dorothy D. Jones William B. Spiva (SEAL)

Samuel H. Sudler (SEAL)

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 11th day of March, in the year nineteen hundred and thirty-two, 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.4385 Chancery
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland
	)	Trust created by mortgage from Amelia
	)	J. Messick and Margaret Tease to
		Deals Island Bank, assigned to H.

Fillmore Lankford for purpose of foreclosure.

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

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The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from Amelia J. Messick and Margaret Tease to the Deals Island Bank, dated the 30th day of July, 1918, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.75, folio 190 etc., assigned by said Deals Island Bank to the said H. Fillmore Lankford for purpose of foreclosure by assignment dated the 12th day of February 1932, recorded among said records in Liber W.J.S.No.75, folio 190, 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 this Court 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 handbill posted at the Court House door in Princess Anne in said Somerset County, he did, in pursuance of said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday, the eighth day of March, nineteen hundred and thirty-two, 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 on Deals Island, Somerset County, Maryland, containing eight acres, more or less, adjoining the lands of Noah Webster, Hosea Webster and others, being all the land which was conveyed to John A. Messick and Amelia J. Messick, his wife, (the said John A. Messick having predeceased the said Amelia J. Messick) by Andrew J. Bradshaw and wife by deed dated the 16th day of December 1871, recorded among said records in Liber L.W.No.13, folio 314 etc., except so much thereof as was conveyed by the said John A. Messick and wife to John W. Wilson by two deeds, one recorded in Liber H.F.L.No.4, folio 442 etc., and the other in Liber H.F.L.No.5, folio 137 etc., improved by a two-story dwelling house, and sold the same to Noah R. Webster and Georgianna Webster his wife, as tenants by the entireties, they being then and there the highest bidders therefor, at and for the sum of one thousand and eighty dollars and the said purchasers have complied with the terms of sale by paying all of said purchase money in cash.

And the said assignee brings into Court the fund arising from said sale, and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford,
Assignee of said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of March nineteen hundred and thirty-two 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.

J. Millard Tawes,
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.4385 Chancery
H. Fillmore Lankford,	) In the Circuit Court for Somerset
Ex parte.	) County, Maryland.
	) Trust created by mortgage from Amelia
	) J. Messick and Margaret Tease to the
	) Deals Island Bank, assigned to H.
	) Fillmore Lankford for the purpose of

foreclosure.

Ordred by the Clerk of the Circuit Court for Somerset County, in Equity, this 11th day

of March, nineteen hundred and thirty-two, that the report of H. Fillmore Lankford, the assignee mentioned in the above dause, 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 17th day of April 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 14th day of April 1932.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 21st day of April, nineteen hundred and thirty-two, 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.4385 Chancery
	)	In the Circuit Court
	)	For Somerset County, Md.,
	)	Trust created by mortgage from
	)	Amelia J. Messick and Margaret
	)	Tease to Deals Island Bank, as-
	)	signed 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 21st day of April, nineteen hundred and thirty-two, 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.

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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 2nd day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

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:

.....

Edgar A. Jones, Ex Parte Trust created by mortgage from Harvey Weatherly and Florence Weatherly to Herschel V. Maddox. No.4390 Chancery.	Be it remembered that heretofore to wit, on the 28th day of March in the year nineteen hundred and thirty-two, a certain Edgar A. Jones 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 Herschel V. Maddox of Somerset County and State of Maryland, by a certain Harvey Weatherly and wife of said county and State, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this sixth day of February in the year nineteen hundred and twenty-three by Harvey Weatherly and Florence Weatherly his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Harvey Weatherly and Florence Weatherly are indebted to Herschel V. Maddox of said county and state in the sum of Five Hundred and twenty-five & 88/100 dollars, which said indebtedness is evidenced by the bill obligatory of the said Harvey and Florence dated evenly herewith, payable to the said Herschel V. Maddox one year after date, with interest from date, which said interest is payable semi-annually, 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 Harvey Weatherly and Florence Weatherly, his wife, do grant and convey unto the said Herschel V. Maddox, his heirs and assigns, all that lot or parcel of land situate and lying in Westover Election District, in Somerset County, Maryland, containing five and one-quarter acres, more or less, on the east side of the county road leading from Jamestown to Kingston, which was conveyed to the said Harvey Weatherly by Albery Sudler by deed dated the 23rd day of January, 1923, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being the same and all the land which was conveyed to the said Albert Sudler by the said Harvey Weatherly and wife by deed dated the 2nd day of January 1904, recorded among the land records of said county in Liber W.J.S.No.37, folio 461 etc., to which said deeds and all the references in said deeds conveyed reference is hereby made for full and accurate description of the land hereby conveyed.

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

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

Provided that if the said 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 Harvey Weatherly and Florence Weatherly 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 of 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 six 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 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: his Harvey X Weatherly (SEAL) mark

H. Clay Tull Florence Weatherly (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 6th day of February 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 Harvey Weatherly and Florence Weatherly 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 Herschel V. Maddox, the 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.

H. Clay Tull, J.P.

Received for record February 12th, 1923, and redorded in Liber W.J.S.No.83, folio 570, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT:

For value received, I hereby assign the within and foregoing mortgage to Laura Weatherly without recourse to me and without intending any merger.

Witness my hand and seal this 7th day of February, nineteen hundred and twenty-nine.

Witness: E; D. Dryden Herschel V. Maddox (SEAL)

Filed for record March 19th, 1929, and recorded in Liber W.J.S.No.83, folio 570.

Test: Geo. W. Lawson, Clerk.

ASSIGNMENT:

I hereby assign the within mortgage to Edgar A. Jones, for the purpose of foreclosure.

Witness my hand and seal this 24th day of March 1932.

Witness: Chas. D. Dryden Laura Weatherly (SEAL)

Filed for record March 28th, 1932, and recorded in Liber W.J.S.No.83, folio 570.

Test: J. Millard Tawes, Clerk.

And thereupon the said Edgar A. Jones, Attorney filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Edgar A. Jones, as Principal, and the United States Fidelity and Guaranty Company, a body corporate 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 9th day of April, in the year of our Lord, 1932.

Whereas the above bounden Edgar A. Jones by virtue of the power contained in a mortgage from Harvey Weatherly and Florence Weatherly to Herschel V. Maddox and assigned to Laura Weatherly and to E. A. Jones for foreclosure bearing date the sixth day of February 1923, and recorded among the mortgage records of Somerset County in Liber W.J.S.No.83, folio 570 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 Edgar A. Jones 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.

Edgar A. Jones (SEAL)

Signed, sealed and delivered in the presence of

Gordon Tull

Test as to Gordon Tull

Benjamin L. Barnes

Corporate Seal.

United States Fidelity and Guaranty Company

By Gordon Tull, Attorney in fact.

Gordon Tull, Attorney in Fact.

Which said bond was thus thereon endorsed to wit:

Bond approved,

J. Millard Tawes, Clerk.

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

Edgar A. Jones, Ex Parte	)	
Trust created by mortgage from Harvey Weatherly	)	No.4390 Chancery
and Florence Weatherly to Herschel V. Maddox	)	In the Circuit Court
	)	For Somerset County.
	)	

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

The report of Edgar A. Jones, Assignee, for the purpose of foreclosure of a mortgage from Harvey Weatherly and Florence Weatherly to Herschel V. Maddox dated February 6th 1923, assigned to Laura Weatherly on March 19, 1929, and by the said Laura Weatherly assigned to Edgar A.Jones, by assignment dated March 24th, 1932, said mortgage and assignments being recorded among the land records of Somerset County, Maryland, in Liber No.W.J.S.No.83, folio 570 etc., respectfully represents:

That by virtue of the power and authority contained in said mortgage, 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 Somerset News, a weekly newspaper published in Somerset County, and by handbills set up at the Court House door, he did in pursuance of said notice, attend in front of the Court House door, in Princess Anne, Maryland, on Tuesday April 19, 1932, 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 the said mortgage, namely:

All that lot or parcel of land situate in Westover Election District, Somerset County, Maryland, containing five and one quarter acres, more or less, on the East side of the County road leading from Jamestown to Kingston, being the same and all the land which was conveyed to the said Harvey Weatherly by Albert Sudler by deed dated January 23, 1923, and recorded among the aforesaid land records and sold the same to Laura Weatherly, he being the highest bidder therefor, at and for the sum of seven hundred and fifty dollars.

And the said property did not sell for enough to pay the said mortgage indebtedness, with costs of foreclosure, your assignee has, therefore audited the proceeds in this report of sale, and prays your Honor to ratify the same and said report of sale, the same being as follows:

Whole amount of Mortgage indebtedness due with interest		$620.81
Court expenses and costs	$21.00	
Auctioneer	5.00	
Advertising	19.00	
Premium on Bond	10. 00	
Insurance paid by mortgagee	9.60	
Taxes paid by mortgagee	42.00	
Assignees Commissions	55.50	163.10
		$783.91

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Forwarded	$783.91
Less Total amount of sale Leaves a deficiency due and unpaid of	750.00 $33.91

Respectfully submitted:

Edgar A. Jones,
Assignee for purpose of foreclosure.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of April, 1932, before the subscriber, Clerk of the Circuit Court for Somerset County of the State of Maryland, in and for Somerset County, personally appeared Edgar A. Jones, Assignee of the foregoing mortgage, 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 and 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:

Edgar A. Jones, Ex Parte.	)	No.4390 Chancery
Trust created by mortgage from Harvey Weatherly	)	In the Circuit Court
and Florence Weatherly to Herschel V. Maddox	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 19th day of April, 1932, that the sale of the property mentioned in these proceedings and the distribution of the proceeds of sale made in said report of sale, made and reported by Edgar A. Jones, Assignee for the purpose of foreclosure, 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 20th day of May 1932, 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 10th day of May, 1932.

The report states the amount of sale to be $750.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 21st day of May 1932, 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:

Edgar A. Jones, Ex parte.	)	No.4390 Chancery
Trust created by mortgage from Harvey Weatherly	)	In the Circuit Court
and Florence Weatherly to Herschel V. Maddox.	)	For Somerset County.
	)	
	)	

Ordered by the Circuit Court for Somerset County in Equity, this 21st day of May 1932, that the report of sale, with the distribution of proceeds thereof made in said report, made and reported by Edgar A. Jones, Assignee for the purpose of foreclosure, 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. And the said Assignee 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 Tawes ,Clerk.

"""

H. Fillmore Lankford, Ex Parte
Trust created by Mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald, his wife, to Bank of Somerset, dated August 29th, 1905.

Be it remembered that heretofore to wit, on the 9th day of April 1932 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 Richard L. Fitzgerald and Emily H. Fitzgerald, his wife, of said County and State, which said mortgage is in the words following to wit:

THIS MORTGAGE, Made this 29th day of August in the year nineteen hundred and five, by Richard L. Fitzgerald and Emily H. Fitzgerald, his wife, of Somerset County and State of Maryland, Witnesseth:

Whereas the said Richard and Emily have borrowed from the Bank of Somerset a body corporate, the sum of six thousand dollars, and have executed and delivered their two promissory notes, dated evenly herewith , one for the sum of fifty five hundred dollars payable to said Bank of Somerset four years after date, with interest from the 1st day of September, 1905, payable semi-annually from the 1st day of September, 1905, and the other for the sum of five hundred dollars, endorsed by Albert B. Fitzgerald and Harriett H. Fitzgerald, payable to the said Bank of Somerset Four years after date, with interest from the 1st day of September, 1905, payable semiannually from the 1st day of September, 1905, and whereas for the purpose of securing the payment of said sums, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the the said Richard L. Fitzgerald and Emily H. Fitzgerald, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns all that farm or tract of land in West Princess Anne District, in Somerset County in the State of Maryland, commonly called the "Goose Creek Farm" which was conveyed to the said Richard L. Fitzgerald and Edward P. Fitzgerald by George W. Long, Sheriff of Somerset County by deed dated the 31st day of December, 1889, recorded among the land records of said County in Liber H. F. L. No. 7, folio 508&c, and also being the same land which was conveyed to the said Richard L. Fitzgerald by Edward P. Fitzgerald and wife by deed dated the 9th day of December, 1897, recorded among said records in Liber O. T. B. No. 22, folio 308 &c.

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 Notes 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

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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 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 prder 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 twenty two 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 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 the said mortgagors.

Richard L. Fitzgerald (SEAL)

Test:

Emily H. Fitzgerald (SEAL)

Sam'l H. Colonna

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, that on this 29th day of August in the year nineteen hundred and five before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County personally appeared Richard L. Fitzgerald and Emily H. Fitzgerald, 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. 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 the Bank of Somerset, the mortgagee has not required the mortgagors their Agent or Attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said mortgagee require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage, and that he the said H. Fillmore Lankford is the Vice-President of the Bank of Somerset, the mortgagee and tis agent for the purpose of making this affidavit.

Sam'l H. Colonna J. P.

Received for Record 31st August 1905 and recorded in Liber O. T. B. No. 42 Folio 24 & C one of the Land Records of Somerset County.

Per Oliver T. Beauchamp, 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 fifteen thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of 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 ninth day of April, nineteen hundred and thirty-two.

Whereas the said H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald, his wife, to the Bank of Somerset, a body corporate, dated the 29th day of August, 1905, recorded among the land records of Somerset County, in the State of Maryland, in Liber O. T. B. No. 42, folio 24 etc, is authorized upon default in the terms and covenants of said mortgage to sell the real estate in said mortgage mentioned and described 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 real estate conveyed by said mortgage, 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)

Dorothy D. Jones

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 29th day of April, in the year nineteen hundred and thirty-two, 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:

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	)	No.4395 Chancery,
	)	In the Circuit Court
	)	For Somerset County, Maryland.
H. Fillmore Lankford,	)	Trust created by mortgage from Richard L.
Ex parte.	)	Fitzgerald and Emily H. Fitzgerald his
	)	wife, to Bank of Somerset, dated August
	)	29th, 1905.
	)	

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

The report of H. Fillmore Lankford, attorney named in a mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald his wife, to the Bank of Somerset, a body corporate dated the 29th day of August 1905, recorded among the land records of said county in Liber O.T.B.No.42, folio 24 etc., respectfully represents:

That after default had occurred in the conditions and covenants of said mortgage and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County, as required by law, conditioned for the faithful performance of the trust reposed in him in and 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 Somerset County and by hand bill posted at the Court House door in said County, he did, in pursuance of said notice attend at the Court House door, in Princess Anne, in Somerset County, Maryland, on Tuesday, the 26th day of April 1932, at or about the hour of 2.00 o'clock P.M., and then and there proceeded to sell at public auction the real estate conveyed by said mortgage, as follows:

He offered all that farm in West Princess Anne District, Somerset County, Maryland, containing two hundred acres, more or less, commonly known as the "Goose Creek Farm," adjoining the lands of Michael O. Baltz and Helen E. Haskell which was conveyed to the said Richard L. Fitzgerald and Edward P. Fitzgerald by George W. Long, Sheriff of Somerset County by deed dated the 31st day of December, 1889, recorded among said records in Liber H.F.L.No.7, folio 508 etc, and also being the same land mentioned and described and conveyed in a deed to the said Richard L. Fitzterald from the said Edward P. Fitzterald and wife dated the 9th day of December 1897, recorded among said records in Liber O.T.B.No.22, folio 305 etc., and which was afterwards conveyed to the said Emily H. Fitzterald by the said Richard L. Fitzgerald by deed dated the 29th day of August 1905, recorded among said records in Liber O.T.B.No.41, folio 142 etc., improved by a dwelling house, barn and other outbuildings, and sold said real estate to the said "Bank of Somerset," it being then and there the highest bidder therefor, at and for the sum of seventy-six hundred dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the said attorney.

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

Total amount of sale			$7600.00
Clerk's fees, $10.50, Solicitor's fee, $10.00		$20.50	
Auctioneer		3.00	
Advertising sale and order nisi		23.75	
State and county taxes, 1930	$168.00		
State and county taxes, 1931	167.15	335.15	
Attorney's commissions		293.00	675.40
			$6924.60
Principal of mortgage debt,		$6000.00	
Interst from Sept. 1, 1931 to Apr. 26, 1932,		235.00	6235.00
Balance on account of Mortgage for $8000.00 from Richard L. Fitzgerald and wife to the Bank of Somerset, dated 12th December, 1927.			$ 689.60
			$ 689.60

And the attorney brings into Court the fund arising from said sale and prays a ratification of the distribution of said fund made by him in this report and 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 29th day of April, nineteen hundred and thirty-two before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H.Fillmore Lankford, the attorney 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.

J. Millard Tawes,
Clerk of 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, Ex parte.	No.4395 Chancery In the Circuit Court for Somerset County, Maryland. Trust created by mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald his wife to Bank of Somerset, dated 29th August 1905.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 29th day of April, nineteen hundred and thirty-two that the report of H. Fillmore Lankford, the attorney mentioned in the above cause and the sale of real estate by him reported, being the real estate conveyed to the Bank of Somerset by the said Richard L. Fitzgerald and Emily H. Fitzgerald his wife by mortgage dated the 29th day of August 1905, recorded among the land records of said county in Liber O,T.B.No.42, folio 24 etc., and the distribution of the fund arising from said sale made by said attorney 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 May 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 25th day of May 1932.

The report states the amount of sale to be seventy-six hundred dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 3rd day of June, in the year nineteen hundred and thirty-two 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.4395 Chancery In the Circuit Court For Somerset County, Maryland Trust created by mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald his 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 3rd day of June nineteen hundred and thirty-two ordered by the Circuit Court for Somerset County in Equity, that the within report of H.Fillmore Lankford,

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attorney 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.

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.

Test: J. Millard Lawes ,Clerk.

H. Fillmore Lankford, Ex Parte.
Trust created by mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald his wife, to Bank of Somerset dated 12th December, 1927.
No.4396 Chancery.

Be it remembered that heretofore to wit, on the 9th day of April in the year nineteen hundred and thirty-two, 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 Bank of Somerset by a certain Richard L. Fitzgerald and Emily H. Fitzgerald his wife of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 12th day of December, in the year nineteen hundred and twenty-seven by Richard L. Fitzgerald and Emily H. Fitzgerald his wife, of Somerset County in the State of Maryland, witnesseth: Whereas the said Richard and Emily are indebted to the Bank of Somerset, a body corporate, in the sum of Eight Thousand dollars which said debt is evidenced by the bill obligatory of the said Richard and Emily for said sum, dated evenly herewith, payable to the said Bank of Somerset, one year after date, with interest from date, payable monthly, 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 Richard L. Fitzgerald and Emily H. Fitzgerald his wife, do grant and convey to the said Bank of Somerset, its successors and assigns, all the hereinafter described real estate, situate lying and being in Somerset County in the State of Maryland, namely:

First: All that lot or parcel of land in the Town of Princess Anne, in East Princess Anne Election District, on the north side of Washington Avenue, being all the land which was conveyed to Anna L. Haines, the mother of the said Emily H. Fitzgerald by Joseph Coulbourn by deed dated the 6th day of December, 1876, recorded among the land records of said county in Liber L.W.No. 16, folio 552 etc., except so much thereof as was conveyed by the said Anna L. Haines to S.Frank Dashiell by deed dated the 1st day of March 1909, recorded among said records in Liber S.F.D. No.50, folio 331 etc., and except also so much thereof as was conveyed by the said Anna L.Haines to Harry C. Dashiell by deed dated the 24th day of July 1919, recorded among said records in Liber W.J.S.No.78, folio 492, and being the same and all the land which was devised to the said Emily H. Fitzgerald in the last will and testament of her mother, the said Anna L. Haines, in her last will and testament duly admitted to probate by the Orphans Court for Somerset County, and recorded in the testamentary records of said county in Liber L.R.No.32, folio 374 etc., the said Emily H. Fitzgerald being the only daughter of the said Anna L. Haines.

Second: All that farm or tract of land in West Princess Anne Election District in said county known as the "Goose Creek Farm" which was conveyed to the said Emily H. Fitzgerald by the said Richard L. Fitzgerald by deed dated the 29th day of August 1905, recorded among said records in Liber O.T.B.No.41, folio 142 etc., and being the same property which was conveyed to Richard L. Fitzgerald and Edward P. Fitzgerald by George W. Long, Sheriff by deed dated the

31st day of December 1889, recorded among said records in Liber H.F.L.No.7, folio 508 etc., the interest of the said Edward P. Fitzgerald having been conveyed to the said Richard L. Fitzgerald by the said Edward P. Fitzgerald and wife by deed dated the 9th day of December 1897, recorded among said records in Liber O.T.B.No.22, folio 308 etc.,

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

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

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory and shall perform all the 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 Richard L. Fitzgerald and Emily H. Fitzgerald 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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Six 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 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.

Test: Samuel H. Sudler — Richard L. Fitzgerald (SEAL)

Emily H. Fitzgerald

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of December 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 Richard L. Fitzgerald and Emily H. Fitzgerald 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 December 12th, 1927, and recorded in Liber G.W.L.No.95, folio 332, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, 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 eight 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 ninth day of April, nineteen hundred and thirty-two.

Whereas the said H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald his wife to the Bank of Somerset, a body corporate dated the 12th day of December, 1927, recorded among the land records of Somerset County in the State of Maryland in Liber G.W.L.No.95, folio 332 etc., is authorized upon default in the terms and covenants of said mortgage to sell the real estate in said mortgage mentioned and described 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 real estate conveyed by said mortgage, lying and being in Somerset County, Maryland.

May 1932.

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.

Witness:

Dorothy D. Jones

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,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 29th day of April, in the year nineteen hundred and thirty-two 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:

	) No.4396 Chancery,
	) In the Circuit Court
	) For Somerset County,
H. Fillmore Lankford,	) Trust created by mortgage from
Ex parte.	) Richard L. Fitzgerald and Emily H.
	) Fitzgerald his wife to Bank of
	) Somerset, dated 12th December, 1927.
	)
	)

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from Richard L. Fitzgerald and Emily H. Fitzgerald his wife, to Bank of Somerset, dated the 12th day of December 1927, recorded among the land records of said county in Liber G.W.L.No.95, folio 332 etc., respectfully represents:

That after default had occurred in the conditions and covenants of said mortgage and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County, as required by law, conditioned for the faithful performance of the trust reposed in him in and by said mortgage, and after having given 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, Somerset County, Maryland on Tuesday the 26th day of April, 1932, at or about the hour of 2:15 o'clock P.M., and then and there proceeded to sell at public auction the following described real estate conveyed by said mortgage.

He offered all that lot of land situated at the northwest corner of Washington Avenue and Beechwood Street, in the Town of Princess Anne, in Somerset County, Maryland, fronting on said Avenue, adjoining the property of S. Frank Dashiell and being the same property which was devised to the said Emily H. Fitzgerald by her mother, Anna L. Haines in her last will and testament duly admitted to probate by the Orphans Court for Somerset County and recorded among the testamentary records of said county in Liber L.R.No.32, folio 374 etc., and being all the land which was conveyed to the said Anna L. Haines by Joseph Coulbourn by deed dated the 6th day of December, 1876, recorded among said land records in Liber L.W.No.16, folio 552, except so much thereof as was conveyed by the said Anna L. Haines to S. Frank Dashiell by deed dated the 1st day of March 1909, recorded among said records in Liber S.F.D.No.50, folio 351 etc., and except also so much thereof as was conveyed by the said Anna L. Haines to Harry C. Dashiell by deed dated the 24th

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day of Julh 1919, recorded among said records in Liber W.J.S.No.78, folio 492 etc., improved by a brick dwelling house and sold said real estate to the said Bank of Somerset, it being the highest bidder therefor at and for the sum of seven thousand 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			$7000.00
Clerk's fees $10.50, Solicitor's fee $10.00		$20.50	
Auctioneer	3.00	3.00	
Advertising sale and order nisi	21.25	21.25	
State and County taxes, 1930, $91.55			
State and county taxes, 1931 91.06	182.61	182.61	
Town taxes, three years	106.92	102.92	
Attorney's commissions,	275.00	275.00	609.28
Balance on account of mortgage debt			$6390.72

State of mortgage debt,

Principal	$8000.00
Interest from 12th Oct. 1931, to 26th April 1932,	258.67
	$8258.67
Amount from sale hereby reported,	6390.72
	$1867.95
Amount allowed on account of this mortgage in the report of the Attorney in No.4395 Chancery in this Court in which the attorney sold other real estate under power in mortgage from said Richard L. Fitzgerald and wife to Bank of Somerset,	689.60
Amount now due on mortgage, with interest from 26th April, 1932.	$1178.35

And the attorney brings into this Court the fund arising from said sale, and prays a ratification of the distribution of said fund made by him in this report, and 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 29th day of April, nineteen hundred and thirty-two, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the attorney 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.

J. Millard Tawes,
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.4396 Chancery
H: Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland.
	)	Trust created by mortgage from Richard L.
	)	Fitzgerald and Emily H. Fitzgerald his wife,
	)	to Bank of Somerset, dated 12th December, 1927.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 29th day of April, nineteen hundred and thirty-two, that the report of H. Fillmore Lankford, the Attorney mentioned in the above cause, and the sale of real estate by him reported, being real estate in the town of Princess Anne, Maryland, conveyed to the Bank of Somerset by Richard L. Fitzgerald and Emily H. Fitzgerald his wife by mortgage dated the 12th day of December 1927, recorded among the land records of said county in Liber G.W.L.No.95, folio 332 etc., and the distribution of the

fund arising from said sale made by said attorney 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 May, 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 25th day of May 1932.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 3rd day of June, in the year nineteen hundred and thirty-two, 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,	)	No.4396 Chancery
Ex parte.	)	In the Circuit Court
	)	For Somerset County,
	)	Trust created by mortgage from
	)	Richard L. Fitzgerald and Emily H.
	)	Fitzgerald his wife, to Bank of
		Somerset, dated 12th December, 1927.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown, it is this 3rd day of June, nineteen hundred and thirty-two 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 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 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 4th day of the same month in the year of our Lord one thousand nine hundred and thirty-two.

Were Present: Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Asso Judge
Hon. Robert F. Duer, " "

Luther Daugherty, Esq., Sheriff. J. Millard Tawes, Clerk.

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

.....

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. Vs. John C. Horsey and others. No.4368 Chancery.	Be it remembered that heretofore, to wit, on the 10th day of November, in the year nineteen hundred and thirty-one, a certain Bank of Crisfield, a body corporate, by Clarence P. Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against John C. Horsey, Davis Horsey, Robert Horsey, John C. Horsey, Jr., Mary Horsey, the Farmers Bank of Somerset

County, a body corporate, Harry T. Phoebus, C. Herbert Chatham, J. R. McGrath, Thomas J. Smith, C. Clarence Hitch, W. Merrill Toadvine, Norman E. Lank, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, Jones and Lambert a body corporate, Proctor and Gamble Distributing Company, a body corporate, the National Packing Company, a body corporate, P. G. Snelling and John A. Bradshaw, 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. John C. Horsey, Davis Horsey, Robert Horsey, John C. Horsey, Jr., Mary Horsey, the Farmers Bank of Somerset County, a body corporate, Harry T. Phoebus, C.Herbert Chatham, J. R. McGrath, Thomas J. Smith, C.Clarence Hitch, W. Merrill Toadvine, Norman E. Lank, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, Jones and Lambert, a body corporate, Proctor and Gamble Distributing Company, a body corporate, the National Packing Company, a body corporate, P. G. Snelling and John A. Bradshaw.	No.4368 Chancery In the Circuit Court For Somerset County Maryland.

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 Marion E. Horsey, late of said Somerset County, in the State of Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That the said Marion E. Horsey was in her lifetime indebted unto your orator, the said the "Bank of Crisfield" a body corporate as aforesaid, in the full and just sum of Ten Thousand dollars ($10,000.00) on a judgment recovered by your orator in the Circuit Court for said Somerset County against the said Marion E. Horsey and a certain John C. Horsey on the twenty-third day of August in the year nineteen hundred and twenty-three for said sum of Ten Thousand Dollars ($10,000.00) with interest from date, as will more fully appear by a certified copy of said judgment herewith filed as a part of this bill marked Exhibit "A".

Second: That the said Marion E. Horsey being so indebted as aforesaid jointly with the said John C. Horsey unto your orator, and also indebted unto divers other persons and corporations and leaving no personal estate of any value, and upon which no administration has ever been had, but leaving real estate of great value in said Somerset County, departed this life on or about

the sixth day of April, in the year nineteen hundred and twenty-nine, intestate, leaving surviving her as her only heirs at law her husband, the said John C. Horsey, Davis Horsey, a son, Robert Horsey, a son, John C. Horsey, Jr., a son, and Mary Horsey, a daughter, upon whom devolved all the interest of the said Marion E. Horsey in said real estate.

Third: That no administration has ever been had on the personal estate of the said Marion E. Horsey, deceased and that the same is not sufficient to pay the debts due and owing by the said Marion E. Horsey at the time of her death and the costs of administration and your orator is advised that it is entitled to have the said real estate of the said Marion E. Horsey sold for the purpose of paying the claim of your orator and the other creditors of the said Marion E. Horsey, deceased, but your orator is unable to obtain adequate relief or have said real estate sold without the aid of this Court.

Fourth: ?That there appears on the office of the Clerk of the Circuit Court for said Somerset County the following, judgments, viz: a judgment in favor of the Farmers Bank of Somerset County, a body corporate against the said Marion E. Horsey and the said John C. Horsey a judgment in favor Harry T. Phoebus against the said Marion E. Horsey, John C. Horsey and John C. Horsey, Jr., judgments in favor of C. Herbert Chatham, P. G. Snelling, Thomas J. Smith, C. Clarence Hitch W. Merrill Toadvine, Norman E. Lank, J. William Freeny, Arthur H. Bryant trading as Herbert Bryant and Son, and John A. Bradshaw against the said John C. Horsey and judgments in favor of Jones and Lambert Company, Proctor and Gamble Distributing Company, a body corporate and the National Packing Company, a body corporate against the said John C. Horsey, Jr., and your orator is advised that the said judgments, being liens on the aforesaid real estate of the said Marion E. Horsey, and being unreleased of record, that the said the Farmers Bank of Somerset County, a body corporate, Harry T. Phoebus, C. Herbert Chatham, P. G. Snelling, Thomas J. Smith, C. Clarence Hitch, W. Merrill Toadvine, Norman E. Lank, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant, and Son, Jones and Lambert Company, a body corporate, Proctor and Gamble Distributing Company, a body corporate, the National Packing Company, a body corporate and the said John A. Bradshaw are proper parties defendants in this cause.

Fifth: That all the defendants are above the age of twenty-one years, and all reside in said Somerset County, in the State of Maryland, except the said Mary Horsey, who resides in Prince George County, in the State of Maryland, the said P. G. Snelling, J. R. McGrath, C.Clarence Hitch and W. Merrill Toadvine, who reside in Wicomico County, in the State of Maryland, and the said Thomas J. Smith, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, Jones and Lambert Company, a body corporate, Proctor and Gamble Distributing Company, a body corporate, the National Packing Company, a body corporate, Norman E. Lank and C. Herbert Chatham, who are non-residents of the State of Maryland.

To the end therefore.

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the real estate of the said Marion E. Horsey or so much thereof as may be necessary may be decreed to be sold for the payment of the claim of your orator, and of the other creditors of the said Marion E. Horsey, deceased, 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 order of publication giving notice to the said Thomas J. Smith, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, Jones and Lambert Company, a body corporate, Proctor and Gamble Distributing Company, a body corporate the National Packing Company, a body corporate, Norman E. Lank and C. Herbert Chatham, 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

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be passed as prayed, and also the writ of the State of Maryland of subpoena, directed to the said John C. Horsey, Robert Horsey, Davis Horsey, John C. Horsey, Jr., the Farmers Bank of Somerset County, a body corporate, Harry T. Phoebus and John A. Bradshaw, all of Somerset County, in the State of Maryland, the writ of the State of Maryland of subpoena directed to the said Mary Horsey of Prince George County in the State of Maryland, and the writ of the State of Maryland of subpoena directed to the said P. G. Snelling, J. R. McGrath, C. Clarence Hitch and W. Merrill Toadvine, all of Wicomico County in the State of Maryland, commanding them, and each of them, to be and appear 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 pass 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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	In the Circuit Court
	)	For Somerset County,
Vs.	)	In Equity.
John C. Horsey and Marion E. Horsey	)	No.63 Appearances
	)	July Term, 1923.
	)	

Sums &c.,

1923 August 23, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $10,000.00 with interest from date without cost.

Exemption waived.

1931 Nov.10th, Suggestions of death of Marion E. Horsey filed.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing 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 or proceeding to show that the above judgment has been satisfied in whole or in part.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 10th day of November, 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:

Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey 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, of which Marion E. Horsey died seized and possessed for the purpose of paying the debts of the said Marion E. Horsey.

The bill states that the said Marion E. Horsey departed this life on or about the 5th day of April 1929, that at the time of her death the said Marion E. Horsey was indebted unto the Bank of Crisfield, a body corporate in the sum of ten thousand dollars on a judgment recovered by the said the Bank of Crisfield, a body corporate in the Circuit Court for Somerset County, on the 23rd day of August, 1923, with interest from date, against the said Marion E. Horsey, jointly

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with John C. Horsey and also indebted unto divers other persons, in various sums of ,money, that the said Marion E. Horsey left no personal estate of any value and no administration has been granted upon said personal estate and that such personal estate is insufficient to pay the debts due and owing by the said Marion E. Horsey and the costs of administration, that the said Marion E. Horsey left real estate of considerable value in said Somerset County, Maryland, that the said Marion E. Horsey died intestate, leaving surviving her as her only heirs at law, her husband, John C. Horsey and the following children, Davis Horsey, Robert Horsey, John C. Horsey, Jr., and Mary Horsey that there appears of record in the office of the Clerk of the Circuit Court for Somerset County the following judgments, which judgments are liens on the real estate of the said Marion E. Horsey died seized and possessed, and which said judgments are unreleased of record, namely, Farmers Bank of Somerset County, a body corporate against the said Marion E.Horsey and John C. Horsey, Harry T. Phoebus against the said Marion E. Horsey, John C. Horsey and John C. Horsey, Jr., C. Herbert Chatham, P.G. Snelling, Thomas J. Smith, C. Clarence Hitch, W.Merrill Toadvine, Norman E. Lank, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, and John A. Bradshaw against the said John C. Horsey, Jones and Lambert Company, a body corporate, Proctor and Gamble Distributing Company, a body corporate and the National Packing Company, a body corporate, against the said John C. Horsey, Jr., that the said Thomas J. White, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, the Jones and Lambert Company, Proctor and Gamble Distributing Company, the National Packing Company, Norman E. Lank and C. Herbert Chatham are non-residents of the State of Maryland.

It is thereupon this 7th day of January 1932, 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 said Somerset County, once in each of four successive weeks before the 8th day of February 1932, give notice to the said Thomas J. White, J. William Freeney, Arthur H. Bryant, trading as Herbert Bryant and Son, the Jones and Lambert Company, a body corporate, the Proctor and Gamble Distributing Company, a body corporate, the National Packing Company, Norman E. Lank and C. Herbert Chatham, 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 25th day of February 1932, 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.

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 John C. Horsey, Robert Horsey, Davis Horsey, John C. Horsey, Jr., Farmers Bank of Somerset County, Harry T. Phoebus, John A. Bradshaw 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 February 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 4th day of January Anno Domini 1932.

Issued the 7th day of January Anno Domini 1932.

Per Order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland, to P. G. Snelling, J. R. McGrath, C. Clarence Hitch, W.Merrill Toadvine of Wicomico County, Greeting: You are hereby commanded that, all excuses and

Seal of Court)

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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 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 4th day of January Anno Domini 1932.

Issued the 7th day of January Anno Domini 1932.

Per Order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To Mary Horsey of Prince George 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 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 4th day of January Anno Domini 1932.

Issued the 7th day of January Anno Domini 1932.

Per Order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court.

The State of Maryland, To George W. Page, Receiver for the Farmers Bank of Somerset County, of Baltimore City, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town on the first Monday in March next to answer the complaint of 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, Cheif Judge of the First Judicial Circuit of Maryland, the 4th day of January Anno Domini 1932.

Issued the 11th day of January Anno Domini 1932.

Per Order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Notary

The State of Maryland, to P. G. Snelling 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 4th day of January Anno Domini 1932.

Issued the 11th day of February Anno Domini 1932.

Per Order, J. Millard Tawes, Clerk.

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

Summoned severally John C. Horsey, Robert Horsey, David Horsey, John C. Horsey, Jr., Harry T. Phoebus and John A. Bradshaw and a copy of subpoena left with each of said defendants and summoned The Farmers Bank of Somerset County, by service upon Edwin Robinson, Cashier and Director of said bank, and a copy of subpoena left with said Edwin Robinson.

Luther Daugherty,
Sheriff of Somerset County.

To the second of said writs:

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 as to C. Clarence Hitch and W. Merrill Toadvine and copy left. Non-est as to P.G. Snelling and J. R. McGrath.

G. Murray Phillips, Sheriff of Wicomico County.

And at the same time also the Sheriff of Prince George County to whom the third writ is directed also came and made return thereof to the Court as follows:

Summoned Mary Horsey this 28th day of January 1932, and copy of subpoena left with her.

W. C. Hopkins, Sheriff.

Sheriff of Baltimore City to whom the fourth writ was directed, came and made return thereof as follows:

Summoned and a copy of the Process left with the defendant.

Joseph C. Deegan, Sheriff.

Sheriff of Somerset County, to whom the fifth writ was directed, came and made return thereof as follows:

Mortuus Est.

Luther Daugherty, Sheriff.

And thereafter to wit, on the 11th day of February, in the year nineteen hundred and thirty-two the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey, Davis Horsey, The Farmers Bank of Somerset County, and others.	)	For Somerset County.
	)	
	)	

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

The petition of the Bank of Crisfield, the plaintiff in the above entitled cause, respectfully represents:

1st. That the Farmers Bank of Somerset County, a body corporate is one of the defendants in this cause, and that by an order of this Court passed on the 12th day of October 1931, in No. 4363 Chancery a proceeding in which the State of Maryland is plaintiff and the Farmers Bank of Somerset County is defendant, George W. Page, Bank Commissioner of Maryland was appointed Receiver for the Farmers Bank of Somerset County, with power and authority to take charge and possession of the books papers property and effects of every kind belonging to said Farmers Bank of Somerset County, and to collect the outstanding debts due to said institution.

2nd. That the said George W. Page, has accepted said appointment as Receiver of the said Farmers Bank of Somerset County, and has given bond with approved security as such Receiver, and has taken charge of all the property and effects of said Farmers Bank of Somerset County and your petitioner is informed that the said George W. Page, Receiver as aforesaid is a proper party to this proceeding.

The petitioner therefore prays that this petition may be treated as an admendment of the bill of complaint in this case, and that the said George W. Page, Receiver of the Farmers Bank of Somerset County, may be made a party defendant in this cause, and that a subpoena may be issued for the said George W. Page, Receiver as aforesaid of Baltimore City, commanding him 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 he has, why the prayer of the bill of complaint in this cause should not be granted,

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for the Plaintiff.

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State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of February nineteen hundred and thirty-two, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford and made oath in due form of law that the matters and things set forth and stated in the foregoing petition are true as therein stated.

J. Millard Tawes,
Clerk of the Circuit Court for Somerset County.

Upon the foregoing petition and order, it is this 11th day of February nineteen hundred and thirty-two ordered by the Circuit Court for Somerset County in Equity, that the said petition be treated as an amendment of the bill of complaint in above cause, and that George W. Page, Receiver for the Farmers Bank of Somerset County a body corporate, be and he is hereby made a defendant in said cause, and that a subpoena be issued for the said George W. Page, Receiver as aforesaid, as prayed for in said petition.

Robt. F. Duer,
Judge of said Court.

And thereafter to wit, on February 27th, 1932, the following Answer of the Farmers Bank, by George W. Page, Receiver was filed.

Bank of Crisfield, a body corporate under the laws of the State of Maryland	)	No.4368 Chancery
	)	Circuit Court for
Vs/	)	Somerset County,
John C. Horsey, et al.,	)	Maryland.
	)	

The answer of George W. Page, Receiver for the Farmers Bank of Somerset County, to the bill of complaint against said Farmers Bank and others in the above cause exhibited, respectfully shows:

First: That this respondent was duly appointed Receiver for the Farmers Bank of Somerset County, by decree of the Circuit Court for Somerset County in Equity, passed on the twelfth day of October, nineteen hundred and thirty-one, in Chancery Cause No.4363 in said Court:

Second: Answering said bill of complaint this respondent says, that he admits that the Farmers Bank of Somerset County held and this respondent, as its receiver aforesaid, now holds a judgment against the said John C. Horsey and Marion E. Horsey for the principal sum of seventy-five hundred dollars, with seven hundred and fifty dollars collection charges and seven dollars costs, dated September twenty-fourth, nineteen hundred and twenty-four, and docketed as No. 89 Appearances, July Term, 1924, in said Circuit Court for Somerset County, that there is now due and owing on said judgment a balance of six thousand, four hundred and two dollars and ten cents, with interest from the thirteenth day of September nineteen hundred and thirty-one, and six hundred and forty dollars collection charges and the seven dollars costs aforesaid.

As to the other matters and facts set forth in the several paragraphs of said bill of complaint, this respondent has no knowledge and neither admits nor denies the same but demands full proof thereof and consents to the passage of such decree by this Honorable Court as may be right and proper in the premises.

And as in duty bound,

George H. Myers,
Solicitor for Respondent.

And thereafter to wit, on April 13th, 1932, the Petition to strike out P. G. Snelling and J. R. McGrath as party defendants and order of Court thereon was filed:

Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey and others.	)	For Somerset County.
	)	

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

The petition of the complainant respectfully represents:

That subpoena was duly issued out of this Court for P. G. Snelling, one of the defendants in this cause, that the said P. G. Snelling depart this life since the filling of the bill of complaint in this cause, and that the subpoena for the said P. G. Snelling has been returned "Mortuus Est," and that there has been no administration on the personal estate of the said P.G. Snelling, that subpoena was duly issued out of this Court to Wicomico County for J. R. McGrath one of the defendants in this cause, which said subpoena has been returned "Non-est," and that subpoena was then issued for the said J. R. McGrath to Worcester County, but the sheriff of said Worcester County has been unable to serve said subpoena on the said J. R. McGrath, that the said P. G. Snelling and J. R. McGrath were made party defendants in this cause only because each of them had a judgment of record against John C. Horsey one of the defendants in this cause, who owned an interest in the real estate mentioned in this cause, that the said defendant, John C. Horsey has applied for the benefit of the National Bankrupt laws and has been adjudicated a bankrupt, that the liens of record against the real estate mentioned in said bill of complaint prior to the liens of the said P. G. Snelling and the said J. R. McGrath are much more than enough to consume all the possible proceeds of a sale of said property, and in no contingency could the proceeds be sufficient to reach the liens of the said P. G. Snelling and the said J. R. McGrath.

Your petitioner therefore respectfully prays your Honors to pass and order striking out the said P. G. Snelling and the said J. R. McGrath as party defendants in this cause.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey and others.	)	For Somerset County.
	)	

Upon the foregoing petition it is this 13th day of April, nineteen hundred and thirty-two by the Circuit Court for Somerset County in Equity, adjudged and ordered that the said P. G. Snelling and J. R. McGrath be, and they are hereby stricken out as party defendants in this cause.

Robt. F. Duer, Judge.

And thereafter to wit, on April 13th, 1932, the following petition to make Harry C. Dashiell, Trustee in Bankruptcy of John C. Horsey party defendant, and order of Court thereon, was filed.

Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey and others.	)	For Somerset County.
	)	
	)	

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

The petition of the complainant in the above entitled cause, respectfully represents:

That since the filing of the bill of complaint in this cause, John C. Horsey, one of the defendants in this cause, has been adjudicated a Bankrupt by the United States District Court for the District of Maryland, and Harry C. Dashiell has been appointed trustee in Bankruptcy of the said John C. Horsey and has duly qualified as such trustee and that your orator is advised that the said Harry C. Dashiell, trustee in Bankruptcy of the said John C. Horsey is a proper party defendant in this cause.

Your petitioner therefore prays your Honors that the said Harry C. Dashiell, trustee in Bankruptcy of the said John C. Horsey, may be made a party defendant in this cause, and that the Clerk of this Court issue a subpoena for the said Harry C. Dashiell, trustee in Bankruptcy of the said John C. Horsey.

And as in duty bound etc.,

Clarence P.Lankford, Solicitor for Complainant.

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Upon the foregoing petition it is this 13th day of April, 1932, ordered by the Circuit Court for Somerset County, in Equity, that the said Harry C. Dashiell, trustee in Bankruptcy of John C. Horsey, be and he is hereby made a party defendant in this cause, and it is further ordered that the Clerk of this Court issue a subpoena for the said Harry C. Dashiell, trustee in Bankruptcy of the said John C. Horsey to appear to the said bill of complaint in this cause.

Robt. F. Duer, Judge.

And thereafter to wit on April 13th, 1932, the answer of Harry C. Dashiell, Trustee in Bankruptcy of John C. Horsey was filed:

Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey and others.	)	For Somerset County.
	)	

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

The answer of Harry C. Dashiell, trustee in Bankruptcy of John C. Horsey, to the bill of complaint of the Bank of Crisfield, a body corporate against him and others in this Court exhibited.

This defendant answering the bill of complaint in this cause, 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.,

Harry C. Dashiell,
Trustee in Bankruptcy of John C.Horsey.

On April 13th, 1932, the Petition Decree Pro Confesso and order to take testimony was filed:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4368 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
John C. Horsey 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 defendants, John C. Horsey, Robert Horsey, Davis Horsey, John C. Horsey,Jr. Mary Horsey, the Farmers Bank of Somerset County, a body corporate, Harry T. Phoebus, John A. Bradshaw, C. Clarence Hitch and Merrill Toadvine 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 defendant, George W. Page, Receiver of the Farmers Bank of Somerset County, has been duly summoned to appear to said bill of complaint and has answered said bill of complaint, that since the filing of the bill of complaint in this cause, the said defendant, John C. Horsey has been adjudicated a bankrupt by the United States District, Court for the District of Maryland, and that Harry C. Dashiell has been appointed trustee in bankruptcy of the said John C. Horsey and has answered said bill of complaint, that the order of publication heretofore passed in this cause has been duly published according to its provisions, and that Thomas J. White, J. William Freeney, Arthur H. Bryant, trading as Herbert Bryant and son, The Jones & Lambert Company, a body corporate, The Proctor &nGamble Distributing Company, a body corporate, The National Packing Company, a body corporate, Norman E. Lank, and C. Herbert Chatham, non-resident adult defendants, mentioned in the said bill of complaint and in said order of publication, have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, that by an order of this Court the defendants, P. G. Snelling and J. R. McGrath have been sticken out as party defendants in this cause.

The complainant therefore prays that the bill of complaint in this cause may be taken

pro confesso against the said John C. Horsey, Robert Horsey, Davis Horsey, John C. Horsey, Jr., Mary Horsey, the Farmers Bank of Somerset County a body corporate Harry T. Phoebus, John A.Bradshaw, C. Clarence Hitch, W. Merrill Toadvine, Thomas J. White, J. William Freeney, Arthur H. Bryant, trading as Herbert Bryant and son, The Jones &bLambert Company, a body corporate, the Proctor and Gamble Distributing Company, a body corporate the National Packing Company, a body corporate, Norman E. Lank and C. Herbert Chatham, 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.

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4368 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
John C. Horsey and others.	)	
	)	

It appearing in the above entitled cause, that the adult defendants John C. Horsey, Robert Horsey, Davis Horsey, John T. Horsey, Jr., Mary Horsey the Farmers Bank of Somerset County, a body corporate Harry T. Phoebus, John A. Bradshaw, C. Clarence Hitch, and Merrill Toadvine 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 defendant, George W. Page, Receiver of the Farmers Bank of Somerset County, has been duly summoned to appear to said bill of complaint, and has answered said bill of complaint, that since the filing of the bill of complaint in this cause, the said defendant, John C. Horsey has been adjudicated a bankrupt by the United States District Court for the District of Maryland, and that Harry C. Dashiell has been appointed trustee in bankruptcy of the said John C. Horsey and has answered said bill of complaint that the order of publication heretofore passed in this cause has been duly published according to the provisions of said order, and that Thomas J. White, J. William Freeny, Arthur H. Bryant, trading as Herbert Bryant and Son, the Jones & Lambert Company a body corporate the Proctor and Gamble Distributing Company a body corporate, the National Packing Company, a body corporate Norman E. Lank and C. Herbert Chatham, non-resident adult defendants mentioned in the said bill of complaint and in said order of publication have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, that by an order of this Court the defendants, P. G. Snelling and J. R. McGrath, have been stricken out as party defendants in this cause.

It is thereupon this 13th day of April 1932 on 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 John C. Horsey, Robert Horsey, Davis Horsey John C. Horsey Jr., Mary Horsey the Farmers Bank of Somerset County, a body corporate, Harry T. Phoebus, John A. Bradshaw, C. Clarence Hitch W. Merrill Toadvine, Thomas J. White, J. William Freeney, Arthur H. Bryant, trading as Herbert Bryant & Son, the Jones & Lambert Company, a body corporate, the Proctor & Gamble Distributing Company, a body corporate, the National Packing Company a body corporate, Norman E. Lank and C. Herbert Chatham, 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 6th day of May, 1932, 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 certain testimony by him taken in the words following, to wit:

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Bank of Crisfield, a body corporate	)	No.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey and others.	)	For Somerset County.
	)	
	)	

In this cause, an order having been passed for testimony to be taken to support the allegations, 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 May 1932, 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, my age is 54 years, I reside in Crisfield, Somerset County, Maryland, and I am president of the Bank of Crisfield, Crisfield, Maryland.

Int.2. Are you acquainted with the parties to this suit?

Ans. The complainant is the Bank of Crisfield, of which institution I am the president. I am acquainted with some of the defendants and others I do now know personally.

Int.3. Were you or not acquainted with Marion E. Horsey? If so, is she living or dead, and if dead, when did she die? Please state whether or not she died intestate?

Ans. I know that the said Marion E. Horsey was the wife of John C. Horsey, with whom I am well acquainted and that she has been dead several years, but I do not know the exact date of her death, I have been reliably informed that she left no will.

Int.4. Please state whether or not the said Marion E. Horsey at the time of her death was indebted unto the Bank of Crisfield, the complainant in this cause, and if so, how was she so indebted, and in what amount?

Ans. The said Marion E. Horsey was indebted unto the Bank of Crisfield, the complainant in this cause on a judgment recovered by the said the Bank of Crisfield in the Circuit Court for Somerset County, Maryland, against the said Marion E. Horsey and her husband, John C. Horsey on the twenty-third day of August, nineteen hundred and twenty-three, for the sum of Ten Thousand Dollars ($10,000.00) with interest from date. The paper now shown me, filed with the bill of complaint in this cause, marked Exhibit "A" is a certified copy of said judgment.

Interest on the said judgment was paid to the Bank of Crisfield to the 22nd day of February, nineteen hundred and thirty. The Bank of Crisfield caused a writ of fieri Facias to be issued out of the Circuit Court for Somerset County against the said John C. Horsey on said judgment and under said writ of fieri facias the Sheriff of Somerset County, on the fifth day of December, nineteen hundred and thirty-one, sold certain real estate of the said John C. Horsey, one of the defendants in said judgment. The amount owing on said judgment on the said fifth day of December nineteen hundred and thirty-one, was full amount of the principal of said judgment, to wit, the sum of Ten thousand dollars ($10,000.00) with interest from the 22nd day of February nineteen hundred and thirty, amounting to $1,071.66 making the full amount owing on said judgment, with interest to the 5th day of December nineteen hundred and thirty-one, the sum of $11,071.66. There was realized from the said sale of the real estate of the said John C. Horsey under said sale, under said fieri facias the sum of $5,991.76 leaving a balance owing of $5,079.90 and this amount now is owing on said judgment, with interest from the fifth day of December nineteen hundred and thirty-one, none of which has been paid.

Int.5. Please state whether or not the said Marion E. Horsey left any personal estate, and if so, what was its value, and was or not any administration ever granted on said personal estate

Ans. I have been reliably informed, that the said Marion E. Horsey left no personal estate of any value, and that there has been no administration on said personal estate.

Int.6, State what real estate, if any, the said Marion E. Horsey owned at the time of her death? Where is said real estate located and what, in your opinion is its value?

Ans. From the best information I have the said Marion E. Horsey at the time of her death owned a lot of land in the village of Marion Station fronting on the State Road on which stands the dwelling where the said Marion E. Horsey resided at the time of her death, and where her husband, John C. Horsey now resides, and some outbuildings and tenement houses. I am also informed that she owned a tract of land containing nine acres, more or less, located about a half mile from said Marion Station, Somerset County, Maryland. From the best information I can get, the two properties are worth from $3,000.00 to $4,000.00.

Int.7. Please state whether or not the said Marion E. Horsey left a husband surviving her and who are her heirs at law, and their ages?

Ans. The said Marion E. Horsey left her husband, John C. Horsey, surviving her and left as her heirs at law, her husband, the said John C. Horsey, and four children, whose names are Davis Horsey, Robert Horsey, John C. Horsey, Jr., and Mary Horsey. I am informed that they are all above the age of twenty-one years.

Court's Question.

Ans. I know nothing further material to this case.

Witness: E. P. Wyatt Warren F. Sterling

W. Rowe 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? 63 years.

Ans. My name is W. Rowe Whittington, my age is years, my residence is Marion Station, Somerset County, Maryland.

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

Ans. I am a director in the Bank of Crisfield, the complainant in this cause I am acquainted with some of the defendants and some of them I do not know personally. I am acquainted with the defendants, John C. Horsey, Davis Horsey, Robert Horsey, John C. Horsey, Jr., Mary Horsey, The Farmers Bank of Somerset County, Harry T. Phoebus and John A. Bradshaw. All of those I have mentioned reside in Somerset County, Maryland, but the said Mary Horsey has been teaching school in Prince George's County, Maryland. All of them are above the age of twenty-one years.

Int.3. Were you or not acquainted with Marion E. Horsey? If so, is she living or dead, and if dead, when did she die? Please state whether or not she died intestate?

Ans. I was well acquainted with the said Marion E. Horsey. She was the wife of John C. Horsey. She is dead, having died three or four years ago, but I do not remember the exact date of her death. She left no will.

Int.4. Please state whether or not the said Marion E. Horsey at the time of her death was indebted unto the Bank of Crisfield, the complainant in this cause, and if so, how was she so indebted and in what amount?

Ans. The said Marion E. Horsey was indebted unto the said Bank of Crisfield the complainant in this cause on a judgment rendered in the Circuit Court for Somerset County, Maryland in favor of said Bank of Crisfield against the said Marion E. Horsey and her husband, John C. Horsey for the sum of ten thousand dollars, with interest from date.

The Bank of Crisfield caused a writ of fieri facias to be issued out of said Circuit Court against the said John C. Horsey one of the defendants in said judgment and under said writ of fieri facias the Sheriff of Somerset County sold certain real estate of the said John C. Horsey, but after the application of the proceeds of said sale to the said judgment there remained and still remains over five thousand dollars owing on said judgment.

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Int.5. Please state whether or not the said Marion E. Horsey left any personal estate, and if so, what was its value? Was or not any administration ever granted on said personal estate?

Ans. The said Marion E. Horsey left no personal estate of any value, and there was no administration on her personal estate.

Int.6. State what real estate, if any, the said Marion E. Horsey owned at the time of her death? Where is such real estate located, and what, in your opinion is its value?

Ans. The said Marion E. Horsey at the time of her death was seized and possessed of two parcels of land in Somerset County, Maryland, one of said parcels of land is located at Marion Station, on the East side of the State Road running through Marion Station towards Crisfield, and contains an acre of land more or less, and was conveyed unto the said Marion E. Horsey by Aden Davis, Sr., by deed bearing date the eleventh day of July nineteen hundred and recorded among the Land Records of said Somerset County in Liber O.T.B.No.26, folio 240. This is the same place where the said Marion E. Horsey resided at the time of her death, and where her husband the said John C. Horsey now resides and is located across the state road from the depot of the New York, Philadelphia and Norfolk Railroad. This property is improved by a large comfortable dwelling house, outbuildings and tenement houses. The other parcel of land is located on the North-west side of the railroad, about one-half mile from Marion Station and contains nine acres of land, more or less, and is the same real estate conveyed unto the said Marion E.Horsey by Corrinne E. Miles by deed bearing date the sixteenth day of June, nineteen hundred and two, and recorded among said Land Records of said Somerset County. I should think the two properties worth from three to four thousand dollars.

Int.7. Please state whether or not the said Marion E. Horsey left a husband surviving her, and who are her heirs at law and their ages?

Ans. The said Marion E. Horsey left her husband John C. Horsey, surviving her, who is still living. She left as her only heirs at law, the following, her husband, the said John C. Horsey, a son, Davis Horsey, a Son, Robert Horsey, a son, John C. Horsey, Jr., and a daughter Mary Horsey, all of whom are above the age of twenty-one years.

Court question.

Ans. I know nothing further material to this cause.

Witness: E. P. Wyatt W. Rowe Whittington

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
2 Witnesses 1.50
$5.50

Witness my hand and seal.

Edward P. Wyatt, (SEAL)
Examiner in Chancery.

And thereafter to wit, on the 28th day of May, 1932, the Circuit Court here passed the following decree in the premises, to wit:

Bank of Crisfield, a body corporate	)	In Equity in the Circuit Court
Vs.	)	For Somerset County,
John C. Horsey and others.	)	No.4368 Chancery
	)	
	)	

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

It is thereupon this 28th day of May in the year nineteen hundred and thirty-two, 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 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 dollars 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 turstee 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 Marion E. Horsey 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 Clarence P. Lankford, Trustee filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, Clarence P. Lankford, principal and Warren F. Sterling and 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 Eight 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 21st day of June, in the year nineteen hundred and thirty-two.

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 the "Bank of Crisfield," a body corporate, against John C. Horsey and others, now pending in said Court, and whereas the said Clarence P. Lankford, trustee is about to exercise the power conferred upon him by said decree.

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.

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Witness: Joseph W. Disharoon

Clarence P. Lankford (SEAL)
Warren F. Sterling (SEAL)
Wm. E. Daugherty (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 21st day of June, in the year nineteen hundred and thirty-two

J. Millard Tawes, Clerk.

And thereafter to wit on June 28th, 1932, 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.4368 Chancery
Vs.	)	In the Circuit Court
John C. Horsey 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 twenty-eighth day of May in the year nineteen hundred and thirty-two 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 Somerset County, Maryland, before the day of sale, he did, pursuant to said notice, attend in front of the Post Office at Marion Station, Maryland, on Saturday, the twenty-fifth day of June in the year nineteen hundred and thirty-two, 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 Marion E. Horsey, 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, with the improvements thereon, situate, lying and being in the Village of Marion Station, Somerset County, in the State of Maryland, on the East side of the State Road running through said Marion Station and nearly opposite the depot of the New York, Philadelphia and Norfolk Railroad, containing one acre, two roods and twenty-seven perches, more or less, being the same and all the real estate and premises conveyed unto the said Marion E. Horsey by Aden Davis, Sr., by deed bearing date the eleventh day of July in the year nineteen hundred and recorded among the Land Records of said Somerset County in Liber O.T.B.No.28, folio 240, whereupon the "Bank of Crisfield" 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 Two Thousand Dollars ($2,000.00) all of which has been paid 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 Somerset County, and located about one-half mile from said Marion Station on the North-west side of the New York, Philadelphia and Norfolk Railroad, containing nine acres and twenty-three perches of land more or less, being the same and all the real estate and premises conveyed unto the said Marion E. Horsey by Corinne E. Miles by deed bearing date the sixteenth day of June, in the year nineteen hundred and two, and recorded among said Land Records in Liber O.T.B.No.33, folio 257, whereupon the said the "Bank of Crisfield" a body corporate as aforesaid, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Five hundred dollars ($500.00) all of which has been paid in cash.

And your trustee further reports that at the time of advertising said sales, he gave notice to the creditors of the said Marion E. Horsey 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 sales.

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 28th day of June in the year nineteen hundred and thirty-two, 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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4368 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
John C. Horsey and others.	)	
	)	
	)	

Ordered by the Clerk of the Circuit Court for Somerset County, in Equity, this 28th day of June in the year nineteen hundred and thirty-two, 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 1st day of August, next, provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 27th day of July, next.

The report states the amount of sales to be $2,500.00.

J. Millard Tawes, Clerk.

And now at this day to wit on the 3rd day of August, 1932, 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.4368 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
John C. Horsey and others.	)	
	)	

Ordered by the Circuit Court for Somerset County this 3rd day of August, in the year nineteen hundred and thirty-two, 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 such sales, be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due 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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July 1932.

H. Fillmore Lankford,

Ex parte.

Trust created by mortgage from John Horsey and Irena Horsey his wife, to W. Ernest Cox, assigned to H. Fillmore Lankfor for purpose of foreclosure.

No.4379 Chancery.

Be it remembered that heretofore to wit on the 4th day of January in the year nineteen hundred and thirty-two, 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 W. Ernest Cox by a certain John Horsey and Irena Horsey 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 December in the year nineteen hundred and twenty-eight by John Horsey and Irena Horsey his wife, of Somerset County and State of Maryland, Whereas the said John Horsey and Irena Horsey his wife, are justly and bona fide indebted unto W. Ernest Cox of the said county and state, in the full and just sum of Five hundred dollars ($500.00) the same being a part of the purchase money for the real estate hereinafter described, and have given therefor to the said W. Ernest Cox their bill obligatory for said principal sum, dated evenly herewith, payable, three years after date with interest from date, payable annually from date hereof, and to further and better secure the payment of which said principal sum, with interest payable as aforesaid, this mortgage is executed.

Now therefore this Mortgage witnesset that in consideration of the premises and of the sum of five dollars in hand paid, the said John Horsey and Irena Horsey his wife, do grant and convey unto the said W. Ernest Cox, his heirs and assigns, in fee simple, all those lots or parcels of land in Fairmount Election District, Somerset County, Maryland, and more fully described as follows, that is to say:

First: All that lot of cleared land, situate as aforesaid, containing thirty-two and one-half acres, more or less, on the road leading from Fairmount to Hall's Creek, and bordering on said Creek and adjoining the land of Dennis Waters.

Second: All that lot of woodland situate in said election district, containing seven and six-tenths acres, more or less, on the Davy Road and adjoining the land of Dennis Waters.

The above described real estate being the same and all of the land which was conveyed unto the said John Horsey and Irena Horsey, his wife, as tenants by the entireties by W.Ernest Cox and wife by deed dated and recorded or intended to be recorded simultaneously herewith. To which said deed and all the references therein contained special reference is hereby made for a more accurate description of the property hereby conveyed.

The proceeds derived from cutting the timber on the second parcel of land hereby conveyed, except such as may be cut for fire wood, shall be applied on the debt evidenced by this mortgage.

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

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

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

And it is agreed that until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest

aforesaid, the said John Horsey and Irena Horsey his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal representatives or assigns, or Harry C. Dashiell, his 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 interestafter 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 thesaid 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 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 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: H. Clay Tull

John Horsey (SEAL)

Irena Horsey (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of December in the year nineteen hundred and twenty-eight before me, the subscriber, a Justice of the Peace of the State of Maryland in and for

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Somerset County aforesaid personally appeared John Horsey and Irena Horsey 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 W. Ernest Cox 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.

H. Clay Tull,
Justice of the Peace.

Received for record December 18th, 1928, and recorded in Liber G.W.L.No.98, folio 18, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Assignment:

For value received and for the purpose of foreclosure I hereby assign the within and foregoing mortgage to H. Fillmore Lankford.

Witness my hand and seal this second day of December, nineteen hundred and thirty-one.

Witness: W. Ernest Cox (SEAL)

Effie K. Cox.

Filed for record December 10th, 1931, and recorded in Liber G.W.L.No.98, folio 18.

Test: J. Millard Tawes, Clerk.

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 Charles A. Lankford 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, 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 18th day of December, nineteen hundred and thirty-one.

Whereas by mortgage dated the 15th day of December 1928, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L.No.98, folio 18 etc., John Horsey and Irena Horsey his wife, granted to the said W. Ernest Cox, the real estate in said Somerset County described to secure the payment of the sum therein mentioned and whereas after default had occurred in the covenants and conditions of said mortgage by reason of the failure to pay the interest on said mortgage, and failure to pay the state and county taxes levied upon the mortgaged property, the said W. Ernest Cox by assignment dated the second day of December, 1931, recorded among said records in Liber G.W.L.No.98, folio 18, assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure, and whereas the said H. Fillmore is authorized upon default in the terms and covenants of said mortgage to sell the property by said mortgage conveyed, and whereas the said H. Fillmore Lankford 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 decreee which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: H. Fillmore Lankford (SEAL)

Henry M. Lankford Chas. A. Lankford (SEAL)

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 30th day of June, 1932, 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.4379 Chancery
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland,
	)	Trust created by mortgage from John Horsey and Irena Horsey his wife, to W. Ernest Cox assigned to Hl Fillmore Lankford for purpose of foreclosure.
	)	
	)	

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

The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from John Horsey and Irena Horsey his wife, to W. Ernest Cox dated the 15th day of December,1928, recorded among the land records of said county in Liber G.W.L.No.98, folio 18 etc., assigned by the said W. Ernest Cox to the said H. Fillmore Lankford for purpose of foreclosure by assignment dated the second day of December 1931, recorded among said records in Liber G.W.L.No.98, folio 18, respectfully represents;

That after default had occurred in the conditions and covenants of said mortgage and after having filed a bond with approved security in this Court, 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 Somerset News, a weekly newspaper printed in said county and by handbill posted at the Court House door in Princess Anne, Maryland, he did, in pursuance of said notice attend at the said Court House door on Tuesday the 5th day of January 1932, at or about the hour of 2.30 o'clock P,M, and there and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He offered those two lots of land in Fairmount District, Somerset County, Maryland, which were conveyed to the said John Horsey and Irena Horsey his wife, by the said W. Ernest Cox and wife by deed dated the 15th day of December 1928, recorded among said records in Liber G.W.L. No.97, folio 270 etc., first separately and then as a whole as follows:

He first offered all that lot of cleared land containing thirty-two and one-half acres, more or less on the road leading from Fairmount to Hall's Creek and bordering on said creek, adjoining the land of Dennis Waters, improved by a barn and outbuildings, and the highest bid therefor was two hundred dollars,

He then offered all that lot of woodland containing seven and six-tenths acres, more or less, on the Davey Road adjoining the land of Dennis Waters, and the highest bid therefor was one hundred dollars.

He then offered said two lots of land together and as a whole and W. Ernest Cox was the highest bidder therefor at and for the sum of six hundred and twenty-five dollars and as said sum of six hundred and twenty-five dollars was more than the aggregate of the sums offered for the two lots separately, the two lots were struck off to the said W. Ernest Cox at and for said sum of six hundred and twenty-five dollars and he is hereby returned as the purchaser of said lots of land at said sum.

(The said lots of land are fully described by courses and distances in plats and certificates of survey filed with and as a part of a deed to William T. Halliday from George A. Cox and wife, dated the 4th day of May 1915, recorded among said land records in Liber W.J.S.No.70, folio 545 etc).

And the said assignee makes the following distribution of the fund arising from said sale:

Whole amount of sale,.....		$625.00
Clerk's fees, $11.00, Solicitor $10.00.....	$21.00	
Advertising sale & order nisi $27.50, Auctr. $3.00	30.50	
State and County Taxes 1929, 1930, and 1931.....	64.13	
Assignee's commissions,.....	47.75	163.38
Balance on account of mortgage debt,.....		$461.62

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State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of June, nineteen hundred and thirty-two before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the assignee 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 of 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, Ex parte.	)	No.4379 Chancery
	)	In the Circuit Court
	)	For Somerset County, Maryland
	)	Trust created by mortgage from John Horsey and Irena Horsey his wife, to W. Ernest Cox assigned to H.Fillmore Lankford for purpose of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 30th day of June nineteen hundred and thirty-two, 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 first day of August 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 25th day of July 1932.

The report states the amount of sale to be six hundred and twenty-five dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 15th day of August, nineteen hundred and thirty-two, 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.4379 Chancery,
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland.
	)	Trust created by mortgage from John Horsey and Irena Horsey his wife, to W. Ernest Cox 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 beem shown, it is this 15th day of August, nineteen hundred and thirty-two, 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 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 Tawes ,Clerk.

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July 1932.

H. Fillmore Lankford, Ex parte. Trust created by mortgage from George W. Ballard assigned to H. Fillmore Lankford for purpose of foreclosure. No.4408 Chancery

Be it remembered that heretofore to wit, on the 22nd day of June, 1932 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 Annie Wright by a certain Geo. W. Ballard of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 21st day of July in the year nineteen hundred and thirteen by George W. Ballard of Somerset County, in the State of Maryland, witnesseth: Whereas the said George W. Ballard is indebted to Annie Wright of Somerset County, Maryland, in the sum of three hundred dollars for the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said George W. Ballard for said sum of three hundred dollars, dated evenly herewith, payable three years after date, with interest from date, payable annually from date, which said bill obligatory is payable to the said Annie Wright and in which said bill obligatory the said George W. Ballard has reserved the right to pay said principal sum, or any part thereof, at any time with interest to the date of payment, and whereas for the purpose of securing the payment of said sum of three hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises the said George W. Ballard hereby grants and conveys to the said Annie Wright her heirs and assigns, all that lot or parcel of land in Princess Anne, Somerset County, Maryland, which was conveyed to the said George W. Ballard by Henry P. Wright and Annie Wright his wife by deed dated evenly herewith, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, being a part of the land which was conveyed to the said Annie Wright by Robert F. Maddox and others by deed dated the 30th of October 1902, recorded among the land records of said county in Liber O.T.B.No.34, folio 146 &c., and reference is hereby made to said deeds and records for full and accurate description of the lands and premises hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said 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 meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagor does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee her personal representatives or assigns, or L. Creston Beauchamp, 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

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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 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 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 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: Burl B. Thomas George W. Ballard (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of July in the year nineteen hundred and thirteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County personally appeared George W. Ballard the mortgagor named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his act and deed, and at the same time and place also personally appeared before me Henry P. Wright 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 and that Annie Wright, the mortgagee in said mortgage, has not required the mortgagor his Agent or Attorney, or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid in advance, nor will he or the said mortgagee require any tax levied thereon to be paid by the mortgagor or any person for him during the existence of

this mortgage and that he, the said Henry P. Wright, is the agent of the said Annie Wright, the mortgagee and that he is authorized to make this affidavit.

Burl B. Thomas, J.P.

Received for record July 21st, 1913, and recorded in Liber S.F.D.No.61, folio 502 &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 Etha Porter.

Witness my hand and seal this 14th day of July 1916.

Witness: Annie Wright (SEAL)

Henry P. Wright

Received for record December 19th, 1916, and recorded in Liber S.F.D.No.61, folio 502, one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received I hereby assign the within and foregoing mortgage to H. Fillmore Lankford for the purpose of collection and foreclosure.

Witness my hand and seal this 15th day of September nineteen hundred and thirty-one.

Witness: Henry M. Lankford Etha Porter (SEAL)

Filed for record June 3rd, 1932, and recorded in Liber S.F.D.No.61, folio 502.

Test: J. Millard Tawes, Clerk.

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 and Etha Porter are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of June nineteen hundred and thirty-two.

Whereas by mortgage dated the 21st day of July 1913, recorded among the land records of Somerset County, in the State of Maryland, in Liber S.F.D.No.61, folio 502 etc., a certain George W. Ballard conveyed to Annie Wright certain real estate in said Somerset County, to secure the payment of the sum therein mentioned and whereas by assignment dated the 14th day of July 1914, recorded among said records in Liber S.F.D.No.61, folio 502, the said Annie Wright assigned said mortgage to Etha Porter and whereas by assignment dated the 15th day of September 1931, recorded among said records in Liber S.F.D.No.61, folio 502 the said Etha Porter assigned said mortgage to the said H. Fillmore Lankford for the purpose of collection and foreclosure, and whereas the said H. Fillmore Lankford by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage, and whereas default has occurred in the terms and conditions of said mortgage and the said H. Fillmore Lankford is about to exercise the power of sale in said mortgage contained.

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.

Witness: Henry M. Lankford H. Fillmore Lankford (SEAL)

Etha Porter (SEAL)

Which said bond was thus thereon endorsed, to wit:

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The within bond and surety are hereby approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 29th day of June, 1932, 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:

	)	No.4408 Chancery
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland
	)	Trust created by mortgage from George W. Ballard to Annie Wright, assigned to Etha Porter and by her assigned to H. Fillmore Lankford for purpose of foreclosure.
	)	

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

The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from George W. Ballard to Annie Wright, dated the 21st day of July 1913, recorded among the land records of said county in Liber S.F.D.No.61, folio 502 etc., assigned by the said Annie Wright to Etha Porter by assignment dated the 14th day of July 1916, recorded among said records in Liber S.F.D.No.61, folio 502, and assigned by the said Etha Porter to the said H. Fillmore Lankford for purpose of foreclosure by assignment dated the 15th day of September 1921, recorded among said records in Liber S.F.D.No.61, folio 502, respectfully represents:

That after default had occurred in the conditions, covenants and conditions of said mortgage and after having filed a bond with approved security in the this Court and after having given twenty days previous notice of the time, place. manner and terms of sale by advertisement in the Maryland and Herald, 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 in said county on Tuesday the 28th day of June 1932, at or about the hour of two o'clock P.M., and then and there proceeded to sell at public auction for cash the real e state conveyed by said mortgage.

He offered all that lot of land on the westerly side of Beckford Avenue, in the Town of Princess Anne, in West Princess Anne District, in Somerset County, Maryland, which was conveyed to the said George W. Ballard by Henry P. Wright and wife by deed dated the 21st day of July, 1913, recorded among the land records of said county in Liber S.F.D.No.63, folio 302 etc., fronting fifty feet on said avenue, and having a depth of eighty feet, improved by a two-story frame shingle-roof dwelling, and sold the same to the said Etha Porter, she being then and there the highest bidder therefor, at and for the sum of three hundred and seventy-five dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the said assignee.

And the said assignee brings into Court the fund arising from said sale, and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford,
Assignee of said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 29th day of June, nineteen hundred and thirty-two, 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.

J. Millard Tawes,
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.4408 Chancery
	)	In the Circuit Court
	)	For Somerset County, Maryland
H. Fillmore Lankford,	)	
Ex parte.	)	Trust created by mortgage from George W. Ballard to Annie Wright, assigned to Etha Porter and by her assigned to H. Fillmore Lankford for purpose of foreclosure.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 29th day of June, nineteen hundred and thirty-two, that the report of H. Fillmore Lankford, the assignee mentioned in the above cause, and the sale of real e state by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 29th day of July 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 23rd day of July 1932.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 15th day of August, 1932, 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.4408 Chancery
H. Fillmore Lankford,	)	In the Circuit Court
	)	
Ex parte.	)	For Somerset County, Maryland.
	)	
	)	Trust created by mortgage from George W. Ballard to Annie Wright, assigned to Etha Porter and by her assigned to 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 cause to the contrary having been shown, it is this 15th day of August, nineteen hundred and thirty-two, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford assignee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

Robt. F. Duer, Judge 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.

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John B. Robins,
Ex parte
Trust created by mortgage from William B. Moore and George Moore to The Marine Bank of Crisfield, a corporation.
No.4404 Chancery

Be it remembered that heretofore to wit, on the 14th day of June 1932, 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 Marine Bank of Crisfield, a body corporate by a certain William B. Moore and George Moore of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this sixth day of August in the year nineteen hundred and twenty-seven, by William B. Moore and George Moore of Somerset County in the State of Maryland, Whereas the said William B. Moore and George Moore have this day borrowed from "The Marine Bank of Crisfield" (a body corporate organized and existing under the laws of the State of Maryland) the sum of five hundred dollars ($500.00) which said sum has been advanced to them by the said Bank to enable them to pay the balanceof the purchase price of certain real estate hereinafter mentioned and described and whereas they have executed and delivered unto the said Bank their bill obligatory for said sum of five hundred dollars ($500.00) dated evenly herewith, and payable one year after date, with interest from date, which said interest is to be paid every four months from date, and whereas for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said William B. Moore and George Moore 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 William B. Moore and George Moore have granted and by these presents do grant and convey unto the said "The Marine Bank of Crisfield" a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, and described as follows: All that lot or parcel of land situate, lying and being in Asbury Election District, Somerset County, Maryland, on the southerly side of the County Road leading from Crisfield High School to Asbury Methodist Episcopal Church, beginning for the same at the south-west corner of land owned or formerly owned by George Williams, thence running in an easterly direction by and with the land of the said Williams a distance of thirty-three and one-half yards (33½) thence in a southerly direction by and with the land of Sarah A. Parker a distance of thirty-eight (38) yards to the land owned or formerly owned by Abraham L. White, thence in a Westerly direction by and with the land of the said White a distance of thirty-four (34) yards to a sixteen (16) foot lane, and thence in a northerly direction by and with said sixteem (16) foot lane a distance of thirty-six (36) yards to the place of beginning, with a free and unobstructed right of way over the said sixteen foot lane, as appurtenant to the land hereby conveyed and mortgage to the aforesaid County Road, the same being all the real estate and premises conveyed unto the said William B. Moore and George Moore as tenants in common, by the said "The Marine Bank of Crisfield" a body corporate as aforesaid by deed bearing date the sixth day of August in the year nineteen hundred and twenty-seven, which said deed is to be recorded concurrently with this mortgage 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 its successors and assigns forever.

Provided that if the said mortgagors shall well and truly pay unto thesaid Mortgagee the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor 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 William B. Moore and George Moore, mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of thesame, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee 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 mortgaged debt and interest after an advertisement and before a sale the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid, and in the event that said property shall be sold under the powers hereby granted or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the 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 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

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mentioned.

Witness the hands and seals of said mortgagors.

Test: Herman F. Nelson

William B. Moore his X mark (SEAL)

George R. Moore (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this sixth day of August in the year nineteen hundred and seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared William B. Moore and George Moore, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his respective act and deed, and at the same time and place also personally appeared before me Gordon T. Atkinson, President of "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 the said Gordon T. Atkinson further made oath, as aforesaid that he is the President of "The Marine Bank of Crisfield," mortgagee and its duly authorized agent for the purpose of making this affidavit.

As witness my hand and seal:

Seal of Notary

Herman F. Nelson, N.P.

Received for record August 9th, 1927, and recorded in Liber G.W.L.No.95, folio 222, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

And thereupon the said John B. Robins, Attorney 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 and successors jointly and severally firmly by these presents, sealed with our seals and dated this 25th day of June, nineteen hundred and thirty-two.

Whereas by a mortgage dated the sixth day of August in the year nineteen hundred and twenty-seven from William B. Moore and George R. Moore to the Marine Bank of Crisfield, the above bound John B. Robins was made agent or Attorney of the mortgagors to sell the property mortgaged in case of default in the payment of the Mortgage debt, and whereas default has been made in the payment of the mortgage debt, thereby secured, and the mortgagee has requested the Attorney aforesaid to sell the property named in the mortgage.

Now the condition of this obligation is such, that if the above bound 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:

John B. Robins (SEAL)

Corporate Seal.

United States Fidelity and Guaranty Company

Alene R. Moore

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 13th day of July in the year nineteen hundred and thirty-two, 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 follow-

ing, to wit:

John B. Robins, Ex parte Trust created by mortgage from William B. Moore and George Moore to The Marine Bank of Crisfield, a corporation.	No.4404 Chancery In the Circuit Court For Somerset County, Maryland.

To the Honorable the Judges of said Court:

The report of John B. Robins, the attorney named in and under a mortgage from William B. Moore and George Moore 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 covenants and conditions of said mortgage, said mortgage bearing date the sixth day of August in the year nineteen hundred and twenty-seven, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L.No.95, folio 222 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, Maryland, on Saturday, July 9, 1932, at or about the hour of two 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 situate, lying and being in Asbury Election District, Somerset County, State of Maryland, on the southerly side of the County Road leading from Crisfield High School to the New Asbury Methodist Episcopal Church, beginning for the same on the southwest corner of land owned or formerly owned by George Williams, thence running in an easterly direction by and with the land of the said George Williams a distance of thirty-three and one-half yards (33½) yards, thence in a southerly direction by and with the land owned or formerly owned by Sarah A. Parker, a distance of thirty-eight yards (38 yards) to the land owned or formerly owned by Abraham L. White, thence in a westerly direction by and with the land of the said White a distance of thirty-four yards (34 yards) to a sixteen (16) foot lane, thence in a northerly direction by and with the said sixteen foot lane, a distance of thirty-six yards (36 yards) to the place of beginning, with a free and unobstructed right of way over the said sixteen foot lane, as appurtenant to the land hereby mentioned and described to the aforesaid county road, the same being all the real estate and premises conveyed unto William B. Moore and George Moore, as tenants in common by The Marine Bank of Crisfield, a body corporate by deed bearing date the sixth day of August 1927, which said deed was recorded in the Clerk's office among the Land Records of Somerset County concurrently with mortgage herein mentioned.

The aforesaid property 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 hhereof, to the aforesaid deed 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 it being the highest and best bidder therefor, at and for the sum of Three hundred dollars ($300.00) 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 the money arising from

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the said sale into this Court, 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 13th day of July 1932, 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 said sale as 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. Trust created by Mortgage from William B. Moore and George Moore to The Marine Bank of Crisfield, a corporation.	No.4404 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 13th day of July 1932, 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 15th of August 1932, 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 10th day of August 1932.

The report states the amount of sales to be $300.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 20th day of August, in the year nineteen hundred and thirty-two, comes again into Court here the said Attorney by his solicitor aforesaid, and on motion of the said Attorney as aforesaid, the Court here passed the following order, to wit:

It having been proved by the Court that a copy of the preceding order nisi has been published according to its provisions and no exception having been filed and no cause to the contrary having been shown, it is this 20th day of August 1932, 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 Tawes, Clerk.

July 1932.

John C. Marshall and wife	)	Be it remembered that heretofore
Vs.	)	to wit, on the 2nd day of June
Lydia Bradshaw and Reese Bradshaw	)	in the year nineteen hundred and
	)	thirty-one a certain John C.
	)	Marshall and Margie B. Marshall
		his wife, by Clarence P. Lankford

their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Lydia Bradshaw and Reese Bradshaw, which said bill of complaint is in the words following, to wit:

John C. Marshall and Margie B. Marshall his wife.	)	No.4340 Chancery
Vs.	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw.	)	For Somerset County.
	)	

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

The bill of Complaint of John C. Marshall and Margie B. Marshall his wife, of Somerset County, in the State of Maryland, respectfully represents:

First: That heretofore your orator, John C. Marshall, and a certain Avery L. Bradshaw, late of Somerset County, in the State of Maryland, deceased, were seized and possessed as tenants in common, and in fee simple, of two lots or parcels of land improved by a store-house and other small buildings, on Smiths Island Somerset County, in the State of Maryland, on the East side of Tyler's Creek, being the same and all the real estate and premises conveyed unto the said John C. Marshall and a certain Sidney F. Smith by David F. Sneade and wife by deed bearing date the fourteenth day of June in the year nineteen hundred and fifteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.68, folio 362 etc., the interest of the said Sidney F. Smith in said real estate having been conveyed by the said Sidney F. Smith and wife unto the said Avery L. Bradshaw by deed bearing date the eleventh day of March in the year nineteen hundred and twenty-two, and recorded among the said Land Records in Liber W.J.S.No.86, folio 547.

Second: That your orator, John C. Marshall, and the said Avery L. Bradshaw being so thereof seized and possessed the said Avery L. Bradshaw departed this life, intestate, on or about the 7th day of January in the year nineteen hundred and thirty-one leaving his widow, Lydia Bradshaw, and his son, Reese Bradshaw as his only heirs at law.

Third: That your orator, John C. Marshall intermarried with your oratrix, Margie B.Marshall

Fourth: That your orators and the defendants, Lydia Bradshaw and Reese Bradshaw all reside in Somerset County in the State of Maryland, and that they all above the age of twenty-one years, except the said Reese Bradshaw who is an infant under the age of twenty-one years.

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 interest, it will be necessary that said real estate be sold, and the proceeds thereof divided between the parties entitled thereto, according to their respective interests, 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

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subpoena, directed to the said Lydia Bradshaw and Reese Bradshaw (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 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 Reese 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 July next to answer the complaint of John C. Marshall and wife 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 May Anno Domini 1931

Issued the 2nd day of June Anno Domini 1931

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Lydia 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 July next to answer the complaint of John C. Marshall and wife 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 May Anno Domini 1931.

Issued the 2nd day of June, Anno Domini 1931.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in July 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 Reese Bradshaw, infant defendant, and copy left with Lydia Bradshaw mother of said infant defendant.

Luther Daugherty, Sheriff.

Th the second of said writs:

Summoned and copy left.

Luther Daugherty, Sheriff.

And thereafter to wit, on July 23rd, 1931, the Petition order appointing Guardian Ad Litem and Answer of infant by Guardian was filed:

John C. Marshall and wife.	)	No.4340 Chancery
Vs.	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw.	)	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 Reese Bradshaw, 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 23rd day of July nineteen hundred and thirty-one, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Reese Bradshaw, infant defendant in the above cause.

Robert F. Duer, Judge.

John C. Marshall and wife	)	No14340 Chancery
Vs.	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw	)	For Somerset County
	)	

The answer of Reese Bradshaw 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 John C. Marshall and wife against him and another 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 bill of complaint 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.

On April 28th, 1932, the Petition Decree Pro Confesso and order to take testimony was filed:

John C. Marshall and wife	)	No.4340 Chancery
Vs.	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw	)	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 defendant, Lydia Bradshaw, has been duly summoned to appear to the bill of complaint in this cause, but has failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, and that the infant defendant, Reese Bradshaw has been duly summoned to appear to said bill of complaint, and 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 Lydia Bradshaw, non-appearing adult defendant, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

It appearing in the above entitled cause, that the adult defendant, Lydia Bradshaw has been duly summoned to appear to the bill of complaint in this cause, but has failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, and that the infant defendant, Reese Bradshaw, has been duly summoned to appear to said bill of complaint and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

It is thereupon this 23rd day of July nineteen hundred and thirty-one on the foregoing

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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 Lydia Bradshaw non-appearing and non-answering adult defendant 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 28th day of April, in the year nineteen hundred and thirty-two 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:

John C. Marshall and Margie B. Marshall his wife.	)	No.4340 Chancery
	)	In the Circuit Court
Vs.	)	
	)	For Somerset County.
Lydia Bradshaw and Reese Bradshaw	)	
	)	

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 27th day of April 1932, in Somerset County, aforesaid, I did take the following testimony, to wit:

John C. Marshall, a witness of lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says:

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

Ans. My name is John C. Marshall my age is 48 years, I reside on Smiths Island Somerset County, Maruland, and I am a merchant.

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

Ans. I am one of the plaintiffs and Margie B. Marshall, the other defendant, is my wife, and I am acquainted with the defendants, Lydia Bradshaw and Reese Bradshaw, All the parties to this suit reside on Smiths Island, Somerset County, Maryland.

Int.3. Were you or not acquainted with Avery L. Bradshaw, 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 what are their ages?

Ans. I was well acquainted with Avery L. Bradshaw. He is dead, having died on or about the seventh day of January nineteen hundred and thirty-one. He left no will. He left as his only heirs at law his widow, Lydia Bradshaw and one child Reese Bradshaw. All the parties to this suit are above the age of Twenty-one years except the said defendant, Reese Bradshaw, who is an infant under the age of twenty-one years

Int.4. Please state whetheror not you and the said Avery L. Bradshaw were seized and possessed at the time of his death of the said Avery L. Bradshaw of any real estate in Somerset County, Maryland, If so, please state where the said real estate is located, describe it, and give your opinion of its value?

Ans. At the time of the death of the said Avery L. Bradshaw the said Avery L. Bradshaw and I owned jointly two lots or parcels of land on Smiths Island, Somerset County, Maryland, improved by a store house and other buildings and a wharf extending into Tylers Creek said property being on the East side of said Tyler's Creek. This property was conveyed unto me and a certain Sidney F. Smith by David F. Sneade and wife by deed bearing date the fourteenth day of June, 1915, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.68, folio 362, etc, and the interest of the said Sidney F. Smith in said real estate was conveyed by the said Sidney F. Smith and wife to the said Avery L. Bradshaw by deed bearing date the eleventh day of March 1922, and recorded among said Land Records in Liber W.J.S.No.86, folio 547,

I should think that the whole property is worth from eight to nine hundred dollars.

Int.5. Please state whether or not in your opinion the said real estate, so as aforesaid owned jointly by yourself and the said Avery L. Bradshaw, is susceptible of partition between you and the said heirs at law of the said Avery L. Bradshaw, without material loss and injury to the parties entitled to interests therein? State your reasons for your opinion?

Ans. In my opinion the said real estate is not susceptible of partition among the parties entitled to interest therein without material injury to them, and that in order to make division of said interests it will be necessary that said real estate be sold, and the proceeds divided among them. Owing to the fact that the heirs own such different interests, and on account of the location of said property, it is impossible to divide the property among the parties entitled to interest therein.

Court's Question.

Ans. I know nothing further.

Witness: E. P. Wyatt John C. Marshall

William H. Bradshaw, a witness of lawful age, produced on the part of the plaintiff, being by me first duly sworn, deposes and says:

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

Ans. My name is Wm. H. Bradshaw, my age is 54 years, I reside

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 on Smith Island, Somerset County, Maryland, at a place called Tylerton.

Int.3. Were you or not acquainted with Avery L. Bradshaw, 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 what are their ages?

Ans. I was well acquainted with Avery L. Bradshaw, who is now dead, having died in January, nineteen hundred and thirty-one, He did not leave a will. He left his widow, Mrs. Lydia Bradshaw and one child, Reese Bradshaw, as his only heirs at law. The plaintiffs and Mrs.Lydia Bradshaw are above the age of twenty-one years, and the said Reese Bradshaw is under the age of twenty-one years.

Int.4. Please state whether or not the said John C. Marshall, one of the plaintiffs in this cause, owned any real estate jointly with the said Avery L. Bradshaw, at the time of the death of the said Avery L. Bradshaw in Somerset County, Maryland? If so, please describe it, and give your opinion of its value?

Ans. At the time of the death of the said Avery L. Bradshaw, the said Avery L. Bradshaw and the said John C. Marshall owned jointly real estate on Smiths Island, Somerset County, Maryland, on Tylers Creek. The property is improved by a store house and other buildings and a wharf extending into Tyler's Creek. This property once belonged to David F. Sneade and was conveyed by said David F. Sneade and wife to the said John C. Marshall and a certain Sidney F. Smith, and the said Sidney F. Smith and wife, conveyed their interest in said property to the said Avery L. Bradshaw. I consider the whole property worth from eight to nine hundred dollars.

Int.5. Please state whether or not in your opinion the said real estate so as aforesaid owned by the said John C. Marshall and the said Avery L. Bradshaw is susceptible of partition between the said John C. Marshall and the heirs at law of the said Avery L. Bradshaw, without material loss and injury to the parties entitled to the parties entitled to interests therein? State 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, and that in order to make a division of said interests it is necessary that said real estate be sold and the proceeds divided among the parties entitled to interests therein.

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The fact that the parties entitled to interests therein own such different interests, and the location of the property is such, that it is not possible to divide the property among the parties entitled to interests therein according to their respective interests therein.

Courts Question

Ans. I know nothing else material

Witness: E. P. Wyatt William H. Bradshaw.

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

1 witness------- .75

$4.75

Witness my hand and seal.

Edward P. Wyatt (SEAL),
Examiner in Chancery.

And thereafter to wit, on the 31st day of May in the year nineteen hundred and thirty-two, the Circuit Court here passed the following decree in the premises, to wit:

John C. Marshall and wife	)	In Equity in the Circuit Court
Vs.	)	For Somerset County,
Lydia Bradshaw and Reese Bradshaw	)	No.4340 Chancery
	)	
	)	

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

It is thereupon this 31st day of May in the year nineteen hundred and thirty-two, by the Circuit Court for Somerset County, sitting in Equity, adjudged ordered and decreed that the Real Estate in the proceedings mentioned, be sold.

The 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 approvedby the said Clerk, in the penalty of Eighteen 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 cash, on the day of sale, the balance of the purchase money to be paid in six months from datey 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,

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, 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 two thousand dollars, current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 30th day of June, in the year nineteen hundred and thirty-two.

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 John C. Marshall and wife against Lydia Bradshaw and Reese Bradshaw, now pending in said Court, and whereas the said Clarence P. Lankford, trustee is about to exercise the power conferred upon him by said decree.

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: Benson W. Sterling

Clarence P. Lankford (SEAL)
Edward P. Wyatt (SEAL)
Lorie C. Quinn, Sr., (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 2nd day of July in the year nineteen hundred and thirty-two.

J. Millard Tawes, Clerk.

And thereafter to wit, on July 7th, 1932, 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 C. Marshall and wife.	)	
	)	No.4340 Chancery
Vs.	)	
	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw	)	
	)	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 thirty-first day of May, in the year nineteen hundred and thirty-two, to make sale of certain real estate herein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust and after having complied with all the requisites, as required by law and the said decree, and giving twenty days notice, before the day of sale, of the time, place, manner and terms of sale, by advertisement inserted in the "Crisfield Times," a newspaper published in Somerset County, he did, pursuant to said notice, attend in front of the Store of John C. Marshall, at Tylerton, Smith's Island, Maryland, on Saturday the second day of July in the year nineteen

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hundred and thirty-two, at or about the hour of one o'clock P.M., and then and there proceeded to sell the real estate mentioned in said decree in manner following, that is to say:

Your trustee offered at public sale to the highest bidder, all those two lots or parcels of land situate, lying and being at Tylerton, Smiths Island, Somerset County, in the State of Maryland, on the East side of Tyler's Creek, improved by a store house and other buildings, and a wharf extending into said Tyler's Creek, being the same property conveyed unto John C.Marshall and a certain Sidney F. Smith by David F. Sneade and wife by deed bearing date the fourteenth day of June, in the year nineteen hundred and fourteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.68, folio 362 etc., the interest of the said Sidney F. Smith in said real estate having been conveyed by the said Sidney F. Smith and wife unto Avery L. Bradshaw by deed bearing date the eleventh day of March in the year nineteen hundred and twenty-two, and recorded among said Land Records in Liber W.J.S.No.86, folio 547, whereupon John C. Marshall of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Nine Hundred Dollars ($900.00) of which he paid Three hundred dollars ($300.00) in cash, and gave his bond for the balanceof said purchase money, to wit, the sum of Six hundred dollars ($600.00) payable on the ratification of said sale by this 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 8th day of July 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 information and belief.

J. Millard Tawes, Clerk.

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

John C. Marshall and wife.	)	No.4340 Chancery
Vs.	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw.	)	For Somerset County.
	)	
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 7th day of July nineteen hundred and thirty-two, 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 8th 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 3rd day of August, next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 22nd day of August, 1932, came again into Court here the said complainant by his solicitor aforesaid, and on motion of the said complainant as aforesaid, the Court here passed the following order to wit:

John C. Marshall and wife.	)	No.4340 Chancery
Vs.	)	In the Circuit Court
Lydia Bradshaw and Reese Bradshaw.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 22nd day of August nineteen hundred and thirty-two, 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 and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

Robt. F. Duer, Judge.

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

Per: J. Millard Lawes ,Clerk.

""

H. Fillmore Lankford, Ex Parte.

No.4411 Chancery, In the Circuit Court for Somerset County,
Trust created by mortgage from John H. Fontaine and wife to Ella D. Pitts assigned to H. Fillmore Lankford.

Be it remembered that heretofore to wit, on the 18th day of July, 1932, 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 Ella D. Pitts of the City of Philadelphia and the State of Pennsylvania by John H.Fontaine and Hester Fontaine, his wife, of Somerset County, and State of Maryland, which said mortgage is in the words following to wit:

THIS MORTGAGE, Made this third day of February in the year nineteem hundred and five by John H. Fontaine and Hester Fontaine his wife, of Somerset County in the State of Maryland, witnesseth, Whereas the said John H. Fontaine and Hester Fontaine his wife are justly and bona fide indebted unto Ella D. Pitts of the City of Philadelphia in the State of Pennsylvania, on bill obligatory dated this day for the sum of Two Hundred and fifty dollars, payable two years after date with interest from date, and the said John and Hester his wife, wishing to make more secure said debt with interest and payable as aforesaid were agreed to execute this mortgage.

Now therefore this mortgage witnesseth that for and in consideration of the above recited premises and the sum of five dollars in hand paid, the said John H. Fontaine and Hester Fontaine his wife, have granted and conveyed and by these presents do grant and convey unto the said Ella D. Pitts her heirs and assigns forever, all that lot or parcel of land situate and lying on the County Road leading from Cottage Grove to Kingston adjoining the lands of Henry Ennis and others, and which was conveyed unto the said John H. Fontaine by William J. Sterling,Sheriff of Somerset County by deed dated the eighth day of June, Eighteen Hundred and ninety-four and duly of record among the land records of Somerset County in Liber H.F.L.No.fifteen, folio 503, and being the same land which was conveyed unto Lena C. Taylor by George W. Long and wife by deed dated the 25th day of October, 1885, and duly of record among the land records of said County in Liber H.F.L.No.3, folio 471 &c., and contains fifteen acres more or less. To which said deeds and all the references in each of them contained special reference is hereby made for a more full and complete description of the lands and premises hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said 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 per-

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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. Fontaine and Hester Fontaine 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, her personal representatives or assigns, or Robert F. Duer, 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 an 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 the hereby mortgaged land to the amount of at least one 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 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 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: H. W. Lankford

his
John H. X Fontaine (SEAL)
mark
Hester Fontaine (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this third (3rd) day of February in the year nineteen hundred and five before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared John H. Fontaine and Hester Fontaine his wife, the mortgagors named in the foregoing mortgage and did each acknowledged the foregoing mortgage to be their respective act and deed, and at thesame time and place also personally appeared before me, Robert F. Duer, agent for Ella D. Pitts, the within 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 or the said mortgagee have not required the mortgagors their Agent or Attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he or the said mortgagee require any tax levied thereon to be paid by the mortgagors or any person for them, during the existence of this mortgage, and that he is the duly authorized agent of the said mortgagee to make this affidavit.

Hiram M. Lankford, J.P.

Received for record February 6th, 1905, and recorded in Liber O.T.B.No.36, folio 466 &c, one of the Land Records of Somerset County.

Per: Oliver T. Beauchamp, Clerk.

Assignment.

For value received I hereby assign the within Mortgage to H. Fillmore Lankford, without recourse to me.

Witness my hand and seal this 7th day of January 1920.

Witness: Fred L. Pitts. Ella D. Pitts (SEAL)

Received for record March 18th, 1920, and recorded in Liber O.T.B.No.36, folio 466, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Bill Obligatory.

$250.00.

Two years after date for value received we promise to pay unto Ella D. Pitts the sum of Two Hundred and fifty dollars with interest from the date hereof. This obligation is secured by a Mortgage dated evenly herewith on property owned by the first subscriber hereto.

Witness our hands and seals this thirdday of February, Nineteen Hundred and Five.

Witness: H. W. Lankford

his
John H. X Fontaine (SEAL)
mark
Hester Fontaine (SEAL)

S. S. Barnes, Surety (SEAL)

Assignment.

For value received I hereby assign the within note to H. Fillmore Lankford without recourse

Witness my hand and seal this 7th day of January 1920.

Witness: Fred L. Pitts. Ella D. Pitts (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 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 out seals and dated this 18th day of July, nineteen hundred and thirty-two.

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Whereas by mortgage dated the 3rd day of February 1905, recorded among the land records of Somerset County, Maryland, in Liber O.T.B.No.36, folio 466 etc., John H. Fontaine and Hester Fontaine, his wife, granted to Ella D. Pitts the real estate therein mention to secure the sum therein mentioned, and whereas by assignment dated the 7th day of January 1920, recorded among said records in Liber O.T.B.No.36, folio 466, the said Ella D. Pitts assigned said mortgage to the said H. Fillmore Lankford, and whereas by virtue of the power and authority contained in said mortgage, the said H. Fillmore Lankford is authorized upon default in the terms, covenants and donditions of said mortgage, to sell the mortgaged property, and whereas default has occurred in the conditions, covenants and conditions of said mortgage and the said H. Fillmore Lankford 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 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 thereto 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: Benjamin L. Barnes	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 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 of Circuit Court for Somerset County,

And thereafter to wit, on the 27th day of July, in the year nineteen hundred and thirty-two, 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:

H. Fillmore Lankford, Ex parte.	)	4411 Chancery, In the Circuit Court
	)	For Somerset County.
	)	Trust created by mortgage from John H.Fontaine and wife to Ella B. Pitts, assigned
	)	to H. Fillmore Lankford.

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

The report of H. Fillmore Lankford, Assignee of a mortgage from John H. Fontaine and Hester Fontaine, his wife, to Ella D. Pitts, dated the 3rd day of February 1905, recorded among the land records of said county in Liber O.T.B.No.36, folio 466 etc., assigned by the said Ella D. Pitts to the said H. Fillmore Lankford by assignment dated the 7th day of January 1920, recorded among said records in Liber O.T.B.No.36, folio 466 respectfully represents:

That after default had occurred in the covenants terms and conditions of said mortgage and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County, as required by law, and after having given 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, Maryland, on Tuesday the 26th day of July, 1932, at or about 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 in Westover District, Somerset County, Maryland, on the road leading from Cottage Grove to Kingston, containing fifteen acres, more or less, which was conveyed to the said John H. Fontaine by William J. Sterling, Sheriff of Somerset County by deed dated the 8th day of June, 1894, recorded among said records in Liber H.F.L.No.15, folio 503 etc., fully described in a deed to Lena C. Taylor from George W. Long and wife, dated the 25th day of October 1885, recorded among said records in Liber H.F.L.No. 3, folio 471 etc., improved by a dwelling house and outbuildings and sold said property to himself, the said H. Fillmore Lankford, the assignee of said mortgage, he being the highest bidder therefor, at and for the sum of six hundred and twenty-five dollars.

And the said assignee makes the following distribution of the proceeds of said sale.

Whole amount of sale			$625.00
Clerk's fee $11.50, Solicitor $10.00		$21.50	
Advertising sale and order nisi 23.75		23.75	
Auctioneer,		3.00	
Premium on bond,		10.00	
Fire insurance premiums paid by assignee,		18.15	
State and County taxes for 1927, $27.30			
" " " " " 1928, 23.20			
" " " " " 1929, 21.08			
" " " " " 1930, 18.04			
" " " " " 1931, 17.96		107.58	
Assignee's commission,		47.75	231.73
By this amount on account of mortgage debt,			$393.27
Statement of Mortgage debt:			
Amount of principal due when mortgage was assigned to assignee,			$250.00
Amount of interest, due at that time,			61.03
			$311.03
Interest from date of assignment to date of sale,			187.25
Whole amount due at time of sale,			$498.28
Amount realized from sale reported,			393.27
Balance due with interest from date of sale,			$105.01

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

All of which is respectfully submitted.

H. Fillmore Lankford,
Assignee of said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 27th day of July nineteen hundred and thirty-two 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

J. Millard Tawes,
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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H. Fillmore Lankford, Ex parte.	) No.4411 Chancery) In the Circuit Court) For Somerset County,) Trust created by mortgage from John H. Fontaine and wife to Ella D. Pitts, assigned to H. Fillmore Lankford.)

Ordered by the subscriber, Clerk of the Circuit for Somerset County, in Equity, this 27th day of July nineteen hundred and thirty-two, 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 August 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 23rd day of August,1932.

The report states the amount of sale to be six hundred and twenty-five dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 27th day of August, Nineteen hundred and thirty-two, 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.4411 Chancery,) In the Circuit Court) For Somerset County,) Trust created by mortgage from John H. Fontaine and wife to Ella D.Pitts assigned 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 27th day of August, nineteen hundred and thirty-two, 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, and it is further ordered that L. Creston Beauchamp, be and he is hereby appointed trustee to convey to the said H. Fillmore Lankford, the said assignee and purchaser of said real estate the real estate so sold to the said H. Fillmore Lankford.

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.

H. Fillmore Lankford,

Ex parte.

Trust created by mortgage from Clay Cottman and wife to Rosa J. Richardson, assigned to H. Fillmore Lankford for purpose of foreclosure.

No.4421 Chancery

Be it remembered that heretofore, to wit, on the 4th day of August, in the year nineteen hundred and thirty-two, 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 Rosa J. Richardson by a certain Clay Cottman and Hannah Cottman his wife, of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 30th day of June in the year nineteen hundred and twenty-five by us Clay Cottman and Hannah Cottman his wife, of Somerset County in the State of Maryland, witnesseth, that for and in consideration of the sum of Three Hundred and fifty dollars ($350.00) now owing from us the said Clay Cottman and Hannah Cottman his wife of said county and State for the balance of the purchase money for the hereinafter conveyed real estate, as evidenced by the joint bill obligatory of the said Clay Cottman and Hannah Cottman his wife to the said Rosa J. Richardson for the said principal sum of Three Hundred and fifty dollars with interest thereon payable annually thereon from the date thereof and bearing even date herewith, the whole principal sum payable two years from the date thereof, do grant and hereby convey unto the said Rosa J. Richardson or heirs or assigns, all that lot or parcel of land lying and being situate in Westover Election District in Somerset County in the State of Maryland, and adjoining the lands of Andrew J. Collier and Herman Benson and containing eight acres and one quarter of an acre of land more or less, and being the same and all the land which was conveyed to Lillian Compeou then Lillian Corbin by Louis A. Corbin and wife by deed dated on the 15th day of April 1904, and duly recorded among the Land Records of Somerset County, Maryland in Liber O.T.B. No.39, folio 91 et seq., and being also the same and all the land which was conveyed unto the said Clay Cottman and Hannah Cottman by the said Rosa J. Richardson by deed bearing even date herewith and to which said deed and all the recitals therein contained and intended to be recorded among said Land Records cotemporaneously with this mortgage, 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 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, them 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 aforesaid, the said Clay Cottman and Hannah Cottman his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either 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 Henry J. Waters 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

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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 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 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 the said mortgagers further covenant not to cut and remove any growing timber from said mortgaged premises during the continuance of this mortgage.

Witness the hands and seals of said mortgagors,

Test: Vernon E. White.

his
Clay X Cottman (SEAL)
mark
her
Hannah X Cottman (SEAL)
mark

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of June in the year nineteen hundred and twenty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Clay Cottman and Hannah Cottman his wife, the mortgagors named in the foregoing mortgage and did each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Rosa J. Richardson 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.

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

Seal of Notary — Vernon E. White, Notary Public.

Redeived for record June 30th, 1925, and recorded in Liber W.J.S.No.89, folio 196 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment.

For value received and in pursuance of an order of the Orphans Court for Somerset County, and as administrator of Rosie J. Richardson also known as Rosa J. Richardson, late of Somerset County, deceased, I hereby assign the within and foregoing mortgage to H. Fillmore Lankford for the purpose of collection and foreclosure.

Witness my hand and seal this 12th day of July nineteen hundred and thirty-two.

Witness:

Henry M. Lankford.

Robert W. Richardson (SEAL)
Administrator of Rosie J.Richardson,
also known as Rosa J. Richardson.

Filed for record July 13, 1932, and recorded in Liber W.J.S.No.89, folio 196,
For Bill Obligatory see Page 140.

Test: J. Millard Tawes, Clerk.

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 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, administrators and successors, in the whole and for the whole jointly and severally firmly by these presents, sealed with our seals and dated this 4th day of August nineteen hundred and thirty-two.

Whereas by mortgage dated the 30th day of June 1925, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.89, folio 196 etc., a certain Clay Cottman and Hannah Cottman his wife, conveyed to Rosa J. Richardson certain real estate in Somerset County, Maryland, to secure the payment of the sum therein mentioned and whereas by assignment dated the 12th day of July 1932, recorded among said records in Liber W.J.S.No.89, folio 196, Robert W. Richardson, Administrator of the said Rosa J. Richardson, in pursuance of an order of the Orphans Court for Somerset County, assigned said mortgage to the said H. Fillmore Lankford for the purpose of collection and foreclosure, and whereas the said H. Fillmore Lankford is authorized upon default in the terms and conditionsof said mortgage to exercise the power of sale contained in said mortgage, and whereas there has been default in the terms and conditions of said mortgage and the said H. Fillmore Lankford is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged real estate situated in said Somerset County.

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 duly signed by H. Fillmore Lankford, its attorney in fact, and its corporate seal to be affixed hereto by him, per power of attorney dated the 12th day of August 1924, recorded in the office of the Clerk of the Circuit Court for Somerset County, in Liber W.J.S.No.91, folio 35 etc.,

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H. Fillmore Lankford (SEAL)
Fidelity and Deposit Company of Maryland by H.Fillmore Lankford, its attorney in fact per power of attorney dated the 12th day of August 1924, recorded in the office of Clerk of Circuit Court for Somerset County, in Liber W.J.S.No.91, folio 35.

Corporate Seal.

Witness:

Benjamin L. Barnes

Which said bond was thus thereon endorsed to wit:

The within bond and surety are hereby approved,

J. Millard Tawes,
Clerk of the Circuit Court for Somerset County.

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

	) No.4421 Chancery
H. Fillmore Lankford,	) In the Circuit Court
Ex parte.	) For Somerset County, Maryland
	) Trust created by mortgage from Clay Cottman
	) and Hannah Cottman his wife, to Rosa J.
	) Richardson, assigned to H.Fillmore Lankford
	for purpose of foreclosure.

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

The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from Clay Cottman and Hannah Cottman his wife, to Rosa J. Richardson dated the 30th day of June 1925, recorded among the land records of said County in Liber W.J.S.No.89, folio 196 etc, assigned to the said H. Fillmore Lankford for the purpose of foreclosure by assignment from Robert W. Richardson, administrator of the said Rosa J. Richardson, dated the 12th day of July, 1932, recorded among said records in Liber W.J.S.No.89, folio 196, in pursuance of an order of the Orphans Court for Somerset County, respectfully represents:

That after default had occurred in the covenants and conditions of said mortgage and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County as required by law, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald," a weekly newspaper printed in said 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 in said County, on Tuesday the 9th day of August 1932 , at or about the hour of 2.00 o'clock P.M., and then and there proceeded to sell at public auction the real estate conveyed by said mortgage, as follows: He offered all that lot or parcel of land in Westover District, in Somerset County, Maryland, which was conveyed to the said Clay Cottman and Hannah Cottman his wife, by the said Rosa J. Richardson and husband, by deed dated the 30th day of June 1925, recorded among the said records in Liber W.J.S.No.92, folio 59 etc., containing eight and one-quarter acres, more or less, lying on the south side of the county road leading from Cottage Grove to Adams School house adjoining the lands of James Collins and others and the highest bid therefor was one hundred and twenty-five dollars and the assignee withdrew said property from public sale, but afterwards on the same day sold said property to W. Clyde Ford at and for said sum of one hundred and twenty-five dollars and said purchaser has complied with the terms of sale to the satisfaction of the assignee.

And the said assignee makes the following distribution of the fund arising from said sale:

Whole amount of sale		$125.00
Clerk's fees, $11.00, Solicitor's fee $10.00	$21.00	
Advertising sale and order nisi	21.25	
Auctioneer	2.00	
Premium on bond,	10.00	
State and county taxes for 1931	2.12	
Assignee's commissions (the minimum)	25.00	81.37
Balance on account of mortgage debt,		$43.63

And the said assignee brings said fund into Court and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

H. Fillmore Lankford,
Assignee of said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of August nineteen hundred and thirty-two 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.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

On August 4th, 1932, the following Bill Obligatory was filed with Mortgage.

$350.00

Two years after date we jointly and severally promise and oblige ourselves, our executors or administrators to pay to Rosa J. Richardson her heirs or assigns the full and just sum of Three hundred and fifty dollars ($350.00) with interest thereon payable annually from the date hereof. This obligation being given for the balance of the purchase money for tract or parcel of land situated in Westover Election in Somerset County, Maryland, and adjoining the lands of Andrew J. Collins and Herman Benson and containing eight acres and one quarter of an acre of land more or less and this day sold to the undersigned Clay Cottman and Hannah Cottman his wife, by the said Rosa J. Richardson at and for the sum of Four Hundred Dollars.

Witness our hands and seal this 30th day of June 1925.

Witness:

Vermon E. White

his
Clay X Cottman (SEAL)
mark her
Hannah X Cottman (SEAL)
mark

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

	) No.4421 Chancery
	) In the Circuit Court
H. Fillmore Lankford,	) For Somerset County, Maryland.
Ex parte	) Trust created by mortgage from Clay
	) Cottman and Hannah Cottman his wife,
	) to Rosa J. Richardson, 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 10th day of August nineteen hundred and thirty-two 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 fund arising from 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 9th day of September 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 5th day of September 1932.

The report states the amount of sale to be one hundred and twenty-five dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 9th day of September, nineteen hundred and thirty-two comes again into Court here the said Assignee by his solicitor aforesaid and on motion of the said Assignee as aforesaid, the Court here passed the following order to wit:

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	)	No.4421 Chancery
	)	In the Circuit Court
H. Fillmore Lankford,	)	For Somerset County, Maryland,
Ex parte.	)	Trust created by mortgage from Clay
	)	Cottman and wife to Rosa J. Richardson,
	)	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 9th day of September nineteen hundred and thirty-two, 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 and the distribution of the fund arising from 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

"""

Sept.1932.

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 5th day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

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:

.....

.....

H. Fillmore Lankford, Ex parte. Trust created by mortgage from John W. Lowman and Blanche Lowman his wife, to Mary L. Adams (now Mary A. Sudler) assigned to H. Fillmore Lankford for purpose of foreclosure. No.4424 Chancery.	Be it remembered that heretofore, to wit, on the 12th day of August, in the year nineteen hundred and thirty-two, 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 Mortgage, executed and delivered to Mary L. Adams from a certain

John W. Lowman and wife of Hancock County, in the State of Illinois, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 24th day of November in the year nineteen hundred and nineteen by John W. Lowman and Blanche Lowman his wife, of Hancock County in the State of Illinois, witnesseth: Whereas the said John W. Lowman and Blanche Lowman, his wife, are justly and bona fide indebted unto Mary L. Adams of Somerset County in the State of Maryland, in the full and just sum of twenty-five hundred dollars ($2500.) for money this day advanced to pay the balance of the purchase money for the real estate hereinafter conveyed, evidended by the bill obligatory of the said John W. Lowman and Blanche Lowman his wife, for said sum of twenty-five hundred dollars, dated evenly herewith, and payable to the said Mary L. Adams two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of twenty-five hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that for and in consideration of the premises the said John W. Lowman and Blanche Lowman his wife, do hereby grant and convey unto the said Mary L. Adams, her heirs and assigns, all that farm, tract or parcel of land situate, lying and being in East Princess Anne Election District, in Somerset County, Maryland, located on the west side of the county road leading from Princess Anne to Green Hill, and containing 128 acres of land more or less, which was conveyed to the said John W. Lowman and Blanche Lowman by Samuel P. Sharretts and Maggie I. Sharretts his wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being also all and the same land conveyed by the two following deeds, one to Samuel P. Sharretts and Maggie I. Sharretts from Levi Biser and wife, dated the 31st of October 1908, recorded among the Land Records of Somerset County in Liber S.F.D.No.49, folio 500, and the other to Maggie I. Sharretts from Robert F. Duer, attorney and trustee, dated the 30th of November 1910, recorded among said land records in Liber S.F.D.No.55, folio 297 etc.,

To all of which said deeds and records and the references and description therein contained, special reference is here made as a part hereof, for full and accurate description of the property 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 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 John W. Lowman and Blanche Lowman his wife, the within named 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 L. Creston Beauchamp, 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 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, 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: Vernon E. White — John W. Lowman (SEAL)
Blanche Lowman (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of November in the year nineteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared John W. Lowman and Blanche Lowman 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, L.Creston Beauchamp, agent of 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, the said L. Creston Beauchamp is the agent of the said Mary L. Adams, the within named mortgagee, 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 — Vernon E. White, Notary Public.

Received for record November 24th, 1919, and recorded in Liber W.J.S.No.76, folio 270, 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, I, Mary A. Sudler, formerly Mary L. Adams, mortgagee in the within and foregoing mortgage hereby assign said mortgage to H. Fillmore Lankford.

Witness my hand and seal this eighth day of August nineteen hundred and thirty-two.

Witness: Samuel H. Sudler — Mary A. Sudler (SEAL)
Formerly Mary L. Adams.

Filed for record August 10th, 1932, and recorded in Liber W.J.S.No.86, folio 271,

Test: J. Millard Tawes, Clerk.

Bill Obligatory.

$2500.00 — November 24th, 1919.

Secured by mortgage of even date herewith, for value received and for money advanced to pay the balance of the purchase money for the real estate mentioned in said mortgage, two years after date we promise to pay to Mary L. Adams, or order, the sum of twenty-five hundred dollars, with interest from date, payable semi-annually from date.

Witness our hands and seals.

Witness: Vernon E. White. — $.50 Revenue Stamp. — John W. Lowman (SEAL)
Blanche Lowman (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 Mary A.Sudler and Samuel H. Sudler sureties are held and firmly bound unto the State of Maryland, in the full

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and just sum of five thousand dollars, current money to be paid to the said State of Maryland, or its certain attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of August nineteen hundred and thirty-two.

Whereas by mortgage dated the 24th day of November 1919, recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.76, folio 270 etc., a certain John W. Lowman and Blanche Lowman his wife, granted to Mary L. Adams (now Mary A. Sudler) the real estate in said county described in said mortgage, to secure the payment of the sum therein mentioned, and whereas by assignment dated the 8th day of August 1932, recorded among said records in Liber W.J.S.No.76, folio 270 the said Mary A. Sudler assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure, after default had occurred in the conditions and covenants of said mortgage and whereas the said H. Fillmore Lankford 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 this obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness:	H. Fillmore Lankford	(SEAL)
Dorothy D. Jones.	Samuel H. Sudler	(SEAL)
	Mary A. Sudler	(SEAL)

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 7th day of September, in the year nineteen hundred and thirty-two, 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:

	)	No.4424 Chancery,
	)	In the Circuit Court
H. Fillmore Lankford,	)	For Somerset County, Maryland,
Ex parte.	)	Trust created by mortgage to Mary L.
	)	Adams (now Mary A. Sudler) from John W.
	)	Lowman and Blanche Lowman, assigned to
	)	H. Fillmore Lankford for purpose of foreclosure.

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

The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from John W. Lowman and Blanche Lowman his wife, to Mary L. Adams (now Mary A. Sudler) dated the 24th day of November 1919, recorded among the land records of said Somerset County in Liber W.J.S.No.76, folio 270 etc., assigned by the said Mary A. Sudler to the said H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 8th day of August 1932, recorded among said records in Liber W.J.S.No.76, folio 271, respectfully represents:

That after default in the covenants and conditions of said mortgage and after having filed a bond with approved security in said Court as required by law, and after having given twenty days previous notice of the time, place, manner and terms of sale in The Somerset News, 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 Court House door, in Princess Anne, Somerset

County, Maryland, on Tuesday the 6th day of September 1932, at or about the hour of two o'clock P.M., and then and there proceeded to sell the real estate donveyed by said mortgage, as follows:

He offered all that farm or tract of land in East Princess Anne District, Somerset County, Maryland, on the West side of the county road leading from Princess Anne to Green Hill, containing 128 acres, more or less, which was conveyed to the said John W. Lowman and Blanche Lowman, his wife, by Samuel P. Sharretts and wife by deed dated the 24th day of November 1919, recorded among the land records aforesaid in Liber W.J.S.No.79, folio 339 etc., improved by a dwelling house, barn and other outbuildings and sold the same to the said Mary A. Sudler, she being then and there the highest bidder therefor, at and for the sum of twenty-five hundred dollars, and the said purchaser has complied with the terms of sale to the satisfaction of the said assignee.

And the said assignee brings into Court the fund arising from said sale and makes the following distribution thereof:

Whole amount of sale,		$2500.00
Court costs as taxed by the Clerk,	$21.00	
Advertising sale and order nisi,	21.25	
Auctioneer,	3.00	
State and county taxes for 1930,	69.28	
State and County taxes for 1931,	69.00	
Tax ditch taxes for 1931 and 1932,	7.50	
Fire Insurance Premiums,	17.30	
Assignee's commissions,	123.50	331.83
Balance on account of mortgage debt,		$2168.17
Principal,	$2500.00	
Interest to day of sale,	242.91	
	$2742.91	
By amount realized from sale,	2168.17	
Balance due on mortgage debt, with interest from 6th September 1932.	$574.74	

And the said assignee prays a ratification of all 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 7th day of September nineteen hundred and thirty-two 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.

J. Millard Tawes,
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.4424 Chancery
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland.
	)	Trust created by mortgage from John
	)	W. Lowman and Blanche Lowman, his
		wife, to Mary L. Adams, (now Mary

A. Sudler,) assigned to H. Fillmore Lankford for purpose of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 7th day of September nineteen hundred and thirty-two, 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

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ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 7th day of October 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 3rd day of October, 1932.

The report states the amount of sale to be twenty-five hundred dollars,

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 15th day of October, nineteen hundred and thirty-two, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order to wit:

	)	No.4424 Chancery
	)	In the Circuit Court
H. Fillmore Lankford,	)	For Somerset County, Maryland.
Ex parte.	)	Trust created by mortgage from John
	)	W. Lowman and Blanche Lowman his wife,
	)	to Mary L. Adams (now Mary A.Sudler)
	)	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 15th day of October nineteen hundred and thirty-two 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, and the distribution of the fund arising from 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 Tawes ,Clerk.

""

George H. Myers, Assignee,)
Ex parte.)
Under power in Mortgage from John Wesley)
Ballard and Maggie A. Ballard.)
No.4428 Chancery,)
)
)

Be it remembered that heretofore to wit, on the 18th day of August, in the year nineteen hundred and thirty-two, a certain George 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 Peoples Bank of Somerset County, Maryland, by a certain John Wesley Ballard and Maggie A.Ballard, his wife, of said County and state, which said mortgage is inthe words following, to wit:

THIS MORTGAGE, Made this 31st day of January in the year nineteen hundred and thirty-one by John Wesley Ballard and Maggie A. Ballard his wife, of Somerset County, Maryland, witnesseth:

Whereas the said John Wesley Ballard and Maggie A. Ballard his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland, corporation, in the sum of twenty-five hundred dollars for money loaned by said Peoples Bank to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said John Wesley Ballard and Maggie A. Ballard for said sum of twenty-five hundred dollars, dated evenly herewith, and payable to thesaid Peoples Bank of Somerset County two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of twenty-five Hundred dollars and interest as aforesaid, this mortgage is executed.

Now therefore this Mortgage witnesseth that in consideration of the premises the said John Wesley Ballard and Maggie A. Ballard his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that farm or tract of land situate, lying and being in Westover Election District, Somerset County, Maryland, lying on the south side of the old county road leading from Westover to Green Hill adjoining the lands of H. C. Mills, Reuben Fooks and others, and containing 59 acres, more or less, which was conveyed to the said John Wesley Ballard and Maggie A. Ballard his wife by Rebecca Adams and Columbus Adams, her husband by deed dated evenly herewith, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage and being also, the same land conveyed to the said Rebecca Adams by J. R. Fisher and wife by deed duly recorded among said land records in Liber W.J.S.No.92, folio 273. To which said deeds and records and all the references therein contained, special reference is here made as a part hereof, for full and accurate description of the property 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 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

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one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee its successors ar assigns, or L. Creston Beauchamp its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale 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 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 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: Vernon E. White

John Wesley Ballard (SEAL)
Maggie A. Ballard (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of January in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared John Wesley Ballard and Maggie A. Ballard his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be

their respective act and deed and at the same time and place also personally appeared before me, Omar J. Croswell, cashier and agent of the said Peoples Bank of Somerset County, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said Peoples Bank of Somerset County, and is authorized to make this affidavit.

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

Seal of Notary — Vernon E. White, Notary Public.

Received for record May 4th, 1931, and recorded in Liber G.W.L.No.98, folio 558, one of the Land Records of Somerset County.

Assignments:

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the 9th day of August 1932, in Chancery Cause No.4367 the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to George W. Page, Receiver for the said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Henry J. Waters, President thereof, this 10th day of August, nineteen hundred and thirty-two.

Witness: Geo. H. Myers, — Seal of Bank. — Henry J. Waters, President.

Under authority of an order of the Circuit Court for Somerset County, in Equity passed on the 9th day of August 1932, in Chancery Cause No.4367 I hereby assign the within and aforegoing mortgage for the purpose of foreclosure, to George H. Myers of said Somerset County.

Witness my hand and seal this 11th day of August nineteen hundred and thirty-two.

Anna Mae Cooke, Witness. — Seal of Bank. — George W. Page, (SEAL) Receiver for the Peoples Bank of Somerset County.

Filed for Record August 18th, 1932, and recorded in Liber G.W.L.No.98, folio 558.

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 & 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 three 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 seventeenth day of August nineteen hundred and thirty-two.

Whereas the above bounden, George H. Myers, as assignee of a certain mortgage executed by John Wesley Ballard a nd Maggie A. Ballard his wife, to the Peoples Bank of Somerset County, dated January thirty-first, nineteen hundred and thirty-one, and recorded among the land records of Somerset County, Maryland, in Liber No.98, folio 558, 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 the 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 therefore the condition of the obligation is such, That if the above bounden, George H. Myers, do and shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned property or the proceeds thereof, then the above obligation to

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be void, otherwise to be and remain in full force and virtue in law.

Marion E. Conoway
Witness.

Geo. H. Myers (SEAL)

Corporate Seal.

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

Which said bond was thus thereon endorsed to wit:

Assignee's bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 14th day of September 1932, 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:

George H. Myers, Assignee Ex parte under power in mortgage from John Wesley Ballard and Maggie A. Ballard	)))))	No.4428 Chancery In the Circuit Court 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 John Wesley Ballard and Maggie A. Ballard to Peoples Bank of Somerset County and dated January 31st, 1931, and recorded among the Land Records of said Somerset County in Liber No.98,folio 558 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 convenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the 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, Somerset County, Maryland, on the thirteenth day of September, in the year nineteen hundred and thirty-two at two o'clock P.M., and then and there proceed to sell said property to wit: All that farm or tract of land situate, lying and being in Westover Election District in said Somerset County, Maryland, lying on the south side of the old county road leading from Westover to Green Hill, adjoining the lands of H. C. Mills, Reuben Fooks and others and containing fifty-nine acres, more or less, which was conveyedto the said John Wesley Ballard and Maggie A.Ballard. his wife by Rebecca Adams and Columbus Adams, her husband by deed dated January thirty-first, nineteen hundred and thirty-one and duly recorded among the land records of said Somerset County, and being the same and all of the land conveyed to the said Rebecca Adams by J. R. Fisher and wife by deed duly recorded among said land records in Liber W.J.S.No92, folio 273.

And sold the same to George W. Page, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at the sum of thirteen hundred and fifty dollars ($1350.00) and the said purchaser has complied with the terms of sale, and your said assignee has distributed said proceeds of sale as follows:

J. Millard Tawes, Clerk's costs	$11.50
Hartford Accident & Indemnity Company,premium on bond,	12.00
Bernie C. Dryden, auctioner	3.00
Somerset News, advertising sale and order nisi.	17.00
Harry E. Muir, State and County taxes for the years 1931 and 1932	81.78
George H. Myers, solicitor's fee and commissions per chancery rule,	101.50
Balance to George W. Page, Receiver for the Peoples Bank of Somerset County, on account of mortgage debt and interest	1123.22
Total	$1350.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, to wit:

On this 14th day of September nineteen hundred and thirty-two personally appeared before me, Clerk 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 and distribution 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:

George H. Myers, assignee ex parte under power in mortgage from John Wesley Ballard and Maggie A. Ballard	)))))	No.4428 Chancery In the Circuit Court For Somerset County, Maryland.

Ordered that the Sale of the property mentioned in these proceedings and distribution of 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 14th day of October 1932, 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 13th day of October 1932,

The Report states the amount of Sales to be $1350.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 18th day of October 1932, 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:

George H. Myers, Assignee ex parte under power in mortgage from John Wesley Ballard and Maggie A. Ballard	)))))	In the Circuit Court For Somerset County, Maryland.

Ordered by the Court this 18th day of October 1932, that the sale and distribution of proceeds thereof made and reported by the Trustee aforesaid be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause.

Joseph L. Bailey,

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

Per: J. Millard Tawes ,Clerk.

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George H. Myers, Assignee,
Ex parte.
under power in mortgage from Titus Hayward
and Jessie Hayward.
No.4429 Chancery.

Be it remembered that heretofore to wit, on the 18th day of August in the year nineteen hundred and thirty-two, a certain George 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 Peoples Bank of Somerset County, Maryland, by a certain Titus Hayward and Jessie Hayward of said county and State, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 4th day of December in the year nineteen hundred and twenty-three, by Titus Hayward and Jessie Hayward his wife, of Somerset County, Maryland, witnesseth: Whereas the said Titus Hayward and Jessie Hayward his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, in the full and just sum of two hundred and seventy-five dollars for money loaned, evidenced by the bill obligatory of the said Titus Hayward and Jessie Hayward his wife, for said sum of two hundred and seventy-five dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County one yearafter date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of two hundred and seventy-five dollars, with interest as aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar, the said Titus Hayward and Jessie Hayward his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, a body corporate, its successors and assigns, all those lots or parcels of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, lying on the south-west side of the county road leading from Plunkett's Bridge to Princess Anne, adjoining the lands of Richard Miles and Levi Corbin and Joseph Corbin, and containing 9 3/4 acres, more or less, described as follows:

1st. All those two lots, containing 4 3/8 acres more or less, conveyed to Titus Hayward by Amanda Cannon and others by deed dated the 13th df October, 1917, and intended to be recorded among the land records of said Somerset County.

2d. All that lot containing 3 1/8 acres more or less, conveyed to Titus Hayward by Amanda Cannon by deed dated the 14th of November 1923, and intended to be recorded among said land records.

3rd. All that lot of land containing 2 acres, more or less conveyed to Titus Hayward by B. L. Lankford and wife by deed dated the 22nd of November, 1923, and intended to be recorded among said land records.

To all of which said deeds 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 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 Titus Hayward and Jessie Hayward his wife, the mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 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 said mortgagee and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: Edgar A. Jones, Titus Hayward (SEAL)

Jessie Hayward (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 4th day of December in the year nineteen hundred and twenty

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three before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Titus Hayward and Jessie Hayward his wife, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me, Omar J. Croswell, Cashier of Peoples Bank of Somerset County and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he, the said Omar J. Croswell is the Cashier and agent of the said Peoples Bank of Somerset County, and is authorized to make this affidavit.

Edgar A. Jones, J.P.

Received for record December 10th, 1923, and recorded in Liber W.J.S.No.88, folio 270, one of the Land Records of Somerset County.

Per W. Jerome Sterling, Clerk.

Assignment.

Under Authority of an order of the Circuit Court for Somerset County in Equity, passed on the 9th day of August 1932, in Chancery Cause No.4367 the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to George W. Page, Receiver for the said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Henry J. Waters, President thereof, this 10th day of August, nineteen hundred and thirty-two.

Geo. H. Myers, Witness. | Seal of Bank. | Henry J. Waters, President.

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the9th day of August 1932, in Chancery Cause No.4367, I hereby assign the within and aforegoing mortgage, for the purpose of foreclosure, to George H. Myers of said Somerset County.

Witness my hand and seal this 11th day of August nineteen hundred and thirty-two.

Anna Mae Cooke, Witness. | Official Seal. | George W. Page, (SEAL) Receiver for the Peoples Bank of Somerset County.

Filed for record August 18th, 1932, and recorded in Liber W.J.S.No.88, folio 270 & 271.

Test: J. Millard Tawes, Clerk.

And thereupon the said George 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 Accidemt & 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 sum of five hundred 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 seventeenth day of August nineteen hundred and thirty-two.

Whereas the above bounden, George H. Myers, as assignee of a certain mortgage executed by Titus Hayward and Jessie Hayward to the Peoples Bank of Somerset County, dated December fourth, nineteen hundred and twenty-three and recorded among the land records of Somerset County, Maryland in Liber No.88, folio 270, 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 the 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 therefore the condition of the obligation is such, That if the above bounden, George H. Myers do and shall, well and faithfully abide by and fulfill any order or decred which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Marion R. Conoway,
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 14th day of September in the year nineteem hundred and thirty-two, 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:

George H. Myers, assignee,	)	No.4429 Chancery
Ex parte.	)	In the Circuit Court
under power in mortgage from Titus Hayward	)	For Somerset County,
and Jessie Hayward	)	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 Titus Hayward and Jessie Hayward to the Peoples Bank of Somerset County and dated December 4th, 1923, and recorded among the Land Records of said Somerset County in Liber No.88, folio 270 et seq., 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 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, Somerset County, Maryland, on the thirteenth day of September in the year nineteen hundred and thirty-two at two o'clock P.M, and then and there proceed to sell said property, to wit: All the following described lots, tracts or parcels of land situate in EAST Princess Anne Election District in said Somerset County, to wit:

First: All those two lots containing four and one-eighth acres, more or less, conveyed to Titus Hayward by Amanda Cannon and others by deed dated the thirteenth day of October nineteen hundred and seventeen, and recorded among the land records of said Somerset County in Liber No.90, folio 13.

Second: All that lot containing three and one-eighth acres, more or less, conveyed to Titus Hayward by Amanda Cannon by deed dated the fourteenth day of November nineteem hundred and twenty-three, and recorded among said land records in Liber W.J.S.No.90, folio 15.

Third: All that lot of land containing two acres, more or less, conveyed to Titus Hayward by B. L. Lankford and wife by deed dated the 22nd of November nineteen hundred and twenty-three and recorded among said land records in Liber W.J.S.No.90, folio 16.

And sold the same to George W. Page, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at the sum of one hundred dollars, and the purchaser has complied with the terms of sale, and your said assignee has distributed said proceeds of sale as follows:

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J. Millard Tawes, Clerk's costs----------	-$11.50
Hartford Accident Indemnity Company, premium on bond,.....	10.00
Bernie C. Dryden, auctioneer.....	2.00
Somerset News, advertising sale and order nisi.....	18.00
George H. Myers, solicitor's fee and commissions per Chancery rule.....	35.00
Balance to Harry E. Muir, on account of State and County taxes.....	23.50
Total	$100.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this 14th day of September nineteen hundred and thirty-two, personally appeared before me, Clerk 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 and distribution 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:

George H. Myers, Assignee,	)	No.4429 Chancery
Ex parte.	)	In the Circuit Court
Under power in mortgage from Titus Hayward	)	For Somerset County,
and Jessie Hayward	)	Maryland,
	)	
	)	

Ordered that the sale of the property mentioned in these proceedings and distribution of 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 14th day of October 1932, 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 13th day of October 1932,

The report states the amount of Sales to be $100.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 18th day of October, 1932, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order to wit:

George H. Myers, Assignee,	)	In the Circuit Court
Ex parte.	)	For Somerset County,
under power in mortgage from Titus Hayward	)	Maryland.
and Jessie Hayward.	)	
	)	

Ordered by the Court this 18th day of October 1932, that the sale and distribution of proceeds thereof made and reported by the Trustee aforesaid be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph L. Bailey,

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

Per: 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 7th day of the same month in the year of our Lord one thousand nine hundred and thirty-two.

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:

.....

H. Fillmore Lankford, Ex parte. Trust created by mortgage from Elijah Boston and Mary E. Boston his wife, to William H. Adams. No.4441 Chancery	Be it remembered that heretofore, to wit, on the 24th day of September, in the year nineteen hundred and thirty-two, 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 William H. Adams from a certain Elijah Boston and Mary E. Boston his wife, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 21st day of July in the year nineteen hundred and twenty-five, by Elijah Boston and Mary E. Boston his wife, of Somerset County, in the State of Maryland, whereas the said Elijah Boston and Mary E. Boston his wife, are indebted to William H. Adams, of said County and State in the sum of Six Hundred and fifty 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 Elijah Boston and Mary E. Boston for said sum, dated evenly herewith, payable to the said William H. Adams three years after date, with interest from date, which said interest is 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 Elijah Boston and Mary E. Boston his wife, do grant and convey to the said William H.Adams, his heirs and assigns, all that lot or parcel of land in Fairmount Election District in Somerset County, in the State of Maryland, which was conveyed to the said Elijah Boston and Mary E. Boston by the said William H. Adams by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage and being the same and all the land which was conveyed to the said William H. Adams by Clarence E. Miles and wife by deed dated the 15th day of December 1924, recorded among the land records of said county in Liber W.J.S.No.91, folio 270 etc., lying on the East side of the county road leading to Fishing Island, and on the south side of the county road leading to Maddux Island and reference is hereby made to said deeds and all the references in said deeds contained for full and accurate description of the land hereby conveyed.

Together with the buildings and improvements thereon, and the rights, 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.

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

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least seven hundred dollars, and to cause the policy to be effected 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: Edgar A. Jones,

Elijah Boston (SEAL)

Mary E. Boston (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of July 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, personally appeared Elijah Boston and Mary E. Boston his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed and at the same time and place also personally appeared before me, William H. Adams, the 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.

Edgar A. Jones, J.P..

Received for record July 21st, 1925, and recorded in Liber W.J.S.No.89, folio 214 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

The following Bill Obligatory was filed September 24th, 1932.

$650.00 July 21st, 1925.

Secured by mortgage of even date herewith, and for value received Three years after date we jointly and severally promise to pay to William H. Adams, or order, Six Hundred and Fifty Dollars (part of purchase money for property conveyed by said mortgage) 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: Edgar A. Jones Elijah Boston (SEAL)

Mary E. Boston (SEAL)

And thereupon the said H. Fillmore Lankford, Assignee filed in Court here a b ond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, H. Fillmore Lankford and William H. Adams, both of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen 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 20th day of September nineteen hundred and thirty-two.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from Elijah Boston and Mary E. Boston his wife, to William H. Adams, dated the 21st day of July 1925, recorded among the land records of said Somerset County in Liber W. J.S.No.89, folio 214 etc., is authorized upon default in the conditions and covenants of said mortgage, to sell the real estate in said mortgage mentioned and conveyed and whereas default has occurred in the conditions and covenants of said mortgage and the said H. Fillmore Lankford by virtue of the power and authority contained 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.

Witness: Henry M. Lankford H. Fillmore Lankford (SEAL)

W/ H. Adams (SEAL)

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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 6th day of October, in the year nineteen hundred and thirty-two, 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:

H. Fillmore Lankford,	)	No.4441 Chancery
	)	In the Cirduit Court
Ex parte.	)	For Somerset County, Maryland.
	)	Trust created by mortgage from Elijah
	)	Boston and Mary E. Boston, his wife, to
	)	William H. Adams.

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from Elijah Boston and Mary E. Boston his wife, to William H. Adams, dated the 21st day of July 1925, recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.89, folio 214 etc., respectfully represents:

That after default had occurred in the conditions and covenants 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 Somerset County, and by handbill posted at the Court House door in Somerset County, he did, in pursuance of said notice attend at the Court House door in Princess Anne Somerset County, Maryland, on Tuesday the 4th day of October 1932, at or about the hour of two o'clock P.M., and then and there proceeded to sell the real estate conveyed by said mortgage as follows:

He offered all that lot or parcel of land in Fairmount District in Somerset County, Maryland on the east side of the road leading to Fishing Island, and on the south side of the road leading to Maddox's Island, containing one-half acre, more or less, and being the same and all the land which was conveyed to the said Elijah Boston and Mary E. Boston his wife by the said William H. Adams by deed dated the 21st day of July 1925, recorded among said records in Liber W.J.S.No.92, folio 104 etc., improved by a six room dwelling house, and sold the same to the said William H. Adams, the mortgagee, he being the highest bidder therefor, at and for the sum of four hundred dollars and the said purchaser has complied with the terms of sale to the satisfaction of the said attorney.

And the said Attorney makes the following distribution of the fund arising from said sale.

Whole amount of sale		$400.00
Clerk's fees,	$10.50	
Solicitor's appearance fee,	10.00	
Auctioneer,	3.00	
Advertising sale and order nisi,	22.50	
State and county taxes 1931,	14.39	
Fire Insurance premium,	4.02	96.41
Attorney's commissions,	32.00	
Balance on account of mortgage debt,		$303.59
Statement of mortgage debt:		
Balance due on principal,		$430.00
Interest from 1st, May 1931 to 4th October 1932,		36.55
		$466.55
Less amount realized from sale reported,		303.59
Amount still due with interest from 4th October 1932,		$162.96

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 6th day of October nineteen hundred and thirty-two 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.

J. Millard Tawes,
Clerk of 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, Ex parte.	No.4441 Chancery in the Circuit Court for Somerset County, Maryland. Trust created by mortgage from Elijah Boston and Mary E. Boston, his wife, to William H. Adams.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this sixth day of October nineteen hundred and thirty-two, that the report of H. Fillmore Lankford the attorneys 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 7th day of November 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 2nd day of November 1932.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 10th day of November, in the year nineteen hundred and thirty-two comes again into Court here the said Assignee, and on motion of the said Assignee the Court here passed the following order to wit:

H. Fillmore Lankford. Ex parte.	No.4441 Chancery, In the Circuit Court for Somerset County, Maryland Trust created by mortgage from Elijah Boston and Mary E. Boston his wife, to William H. Adams.

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 November nineteen hundred and thirty-two that the within report of H. Fillmore Lankford, Attorney, 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.

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.

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Sept.1932.

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 5th day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

Were present, Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Associate Judge.
Hon. Robert F. Duer, Associate Judge.

Luther Daugherty, Esq., Sheriff. J. Millard Tawes, Clerk.

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

.....
.....

George W. Page, Receiver for the Peoples Bank of Somerset County. Vs. James B. Sterling et al., No.4387 Chancery.	Be it remembered that heretofore, to wit, on the 3rd day of March, in the year nineteen hundred and thirty-two, a certain George W. Page, Receiver for the Peoples Bank of Somerset County, by Geo. H. Myers, his solicitor exhibited and

filed in the Circuit Court here a bill of complaint against James B. Sterling, Pearle E. Sterling, E. Herrman Cohn and F. A. North Company, a body corporate, which said bill of complaint is in the words following, to wit:

George W. Page, Receiver for the Peoples Bank of Somerset County. Vs. James B. Sterling and Pearle E. Sterling, E. Herrman Cohn and F. A. North Company, a body corporate.	No.4387 Chancery Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

Your orator complaining says:

First: That by decree of this Honorable Court passed on the tenth day of November, nineteen hundred and thirty-one, he was duly appointed Receiver for the Peoples Bank of Somerset County in Chancery Cause No.4367, certified copy of which said decree is herewith filed as part hereof marked "Exhibit A"

Second: That heretofore, to wit, on the twenty-fifth day of July, nineteen hundred and twenty-nine, the defendants, James B. Sterling and Pearle E. Sterling, being indebted unto the said Peoples Bank of Somerset County, in the sum of twenty-two hundred dollars, and intending to secure the payment thereof by their deed of that date, conveyed by way of mortgage unto the said Peoples Bank of Somerset County certain real estate lying in said Somerset County and particularly described in said deed or mortgage to which said deed there is a condition annexed that it be void on the payment by the said James B. Sterling and Pearle E. Sterling to the said Peoples Bank of the aforesaid sum of money on the twenty-fifth day of July nineteen hundred and thirty-one, with interest thereon payable semi-annually from the said date of said deed, all of which will more fully appear by reference to the original said deed or mortgage herewith filed as part hereof marked "Exhibit B"

Third: That no part of the aforesaid sum of money or the interest accrued thereon has been paid either to the said Peoples Bank or to your orator, although the time limited for the payment thereof by the condition aforesaid has passed and the payment thereof has been duly demanded from the said James B. Sterling and Pearle E. Sterling but the whole of said sum of money and interest as aforesaid remains due and owing to your orator.

That the defendant, E. Herrman Cohn, holds a second mortgage against said land executed to him by the said James B. Sterling and Pearle E. Sterling, on the said twenty-fifth day of July, nineteen hundred and twenty-nine and recorded among the land records of said Somerset County in Liber W.J.S.No.98, folio 170, for the principal sum of eight hundred and ten dollars, payable in installments of one hundred dollars every six months, with interest payable annually from said date, which said mortgage constitutes a lien against the land and premises mentioned in the first paragraph of this bill of complaint subsequent and secondary to your orator's said claim, certified copy of which said mortgage will be produced and filed if deemed necessary by this Honorable Court.

Fifth: That the defendant, E. Herrman Cohn, recovered a judgment against the said James B. Sterling and Pearle E. Sterling on the third day of October, nineteen hundred and twenty-nine, for the sum of nine hundred and four dollars and eighty cents, ninety dollars and forty-eight cents collection charges and seven dollars costs, said judgment being entered as No.44 Appearances, September Term, 1929, which said judgment constitutes a lien against the property mentioned and described herein subsequent and secondary to your orator's said claim, certified copy of which said judgment will be produced and filed if deemed necessary by this Honorable Court:

Sixth: That the defendant, F. A. North Company, a body corporate having its principal office in the City of Philadelphia, Pennsylvania, recovered a judgment against the said James B. Sterling and Pearle E. Sterling on the seventeenth day of June, nineteen hundred and thirty-one, for the sum of one hundred and twenty-nine dollars, twenty-five dollars and eighty cents collection charges and seven dollars costs, said judgment being entered as No.115 Appearances, April Term, 1931, which said judgment constitutes a lien against the property mentioned and described herein, certified copy of which said judgment will be produced and filed if deemed necessary by this Honorable Court.

Seventh: That your orator recovered judgments in the Circuit Court for Somerset County against the defendants, James B. Sterling and Pearle E. Sterling as follows: (a) on the 18th day of December nineteen hundred and thirty-one for the sum of one hundred and fifty-three dollars and seventeen cents, fifteen dollars collection charges and seven dollars costs, entered as No. 215 Appearances September Term, 1931 (b) On the eighteenth day of December nineteen hundred and thirty-one for the sum of one hundred and eight dollars and sixteen cents, ten dollars collection charges and seven dollars costs, entered as No.217 Appearances, September Term, 1931, (c) On the eighteenth day of December, nineteen hundred and thirty-one, for the sum of two hundred and forty-nine dollars and seventy-seven cents, twenty-four dollars and fifty cents collection charges and seven dollars costs, entered as No.216 Appearances, September Term, 1931, (d) On December twenty-fourth, nineteen hundred and thirty-one for the sum of one hundred and thirty-four dollars and eighty-seven cents, twelve dollars and fifty cents collection charges and seven dollars costs, entered as No.240 Appearances, September Term, 1931, all of which said judgments constitute liens against said land subsequent and secondary to the mortgage lien of your orator set forth in the first paragraph of this bill and certified copy of which said judgments will be produced and filed if deemed necessary by this Honorable Court.

To the end therefore:

(1) That the said James B. Sterling and Pearle E. Sterling may be decreed to pay to your orator whatever may be due him as aforesaid, as Receiver of said Peoples Bank of Somerset County, together with his costs of suit by a short day, to be appointed for that purpose, or in default thereof that the said James B. Sterling and Pearle E. Sterling and all persons claiming under them may be absolutely debarred and foreclosed of and from all right and equity of redemption in or to said mortgaged premises and every part thereof.

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

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May it please your Honor to grant unto your orator the writ of subpoena directed to the said James B. Sterling, Pearle E. Sterling and E. Herrman Cohn, 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 F. A. North Company a body corporate under the laws of the State of Pennsylvania, having its principal office in the City of Philadelphia in said State, and being a non-resident of the State of Maryland, 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 prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Complainant.

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

State of Maryland	)	
Vs.	)	In the Circuit Court
	)	For Somerset County,
Peoples Bank of Somerset County, a body corporate.	)	In Equity.
	)	
	)	

Upon the aforegoing bill, affidavit and answer, it is this 10th day of November in the year nineteen hundred and thirty-one by the Circuit Court for Somerset County, Ordered that George W. Page, Bank Commissioner for the State of Maryland, be and he is hereby named and continued as Receiver for the Peoples Bank of Somerset County, a body corporate with power and authority to take charge and possession of the books, papers property and effects of every kind belonging to the said Peoples Bank of Somerset County and to collect the outstanding debts due to the said institution, and to employ all necessary clerical or other assistance in the performance of his duties as Receiver, that the said Peoples Bank of Somerset County, its officers, agents and employees be required to yield up and deliver to the said Receiver the books, papers property and effects of every kind belonging to said institution, subject to the further order of this Court.

And it is further ordered that the said George W. Page, as Receiver be required to give bond to the State of Maryland in the penalty of twenty-five thousand dollars, with corporate surety to be approved by this Court or the Clerk thereof, conditioned for the faithful performance of the trust reposed in him by this order, and by the provisions of law, or which may be reposed in him by any further order or decree that may be passed in the premises.

Joseph L. Bailey

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing is a true and correct copy of the Decree in the case of State of Maryland Vs. Peoples Bank of Somerset County, a body corporate, the same being No.4367 Chancery of the Circuit Court for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 24th day of February 1932.

Seal of Court. J. Millard Tawes, Clerk.

Exhibit "B" referred to in the Bill of Complaint as follows:

THIS MORTGAGE, Made this 25th day of July in the year nineteen hundred and twenty-nine by James B. Sterling and Pearle E. Sterling his wife, of Somerset County, Maryland, witnesseth: Whereas the said James B. Sterling and Pearle E. Sterling his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of twenty-

two hundred dollars for money loaned to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said James B. Sterling and Pearle E. Sterling for said sum, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years after date, with interest from date payable semi-annually, and in which said bill obligatory the said James B. Sterling and Pearle E. Sterling have reserved the right to pay said principal sum or any part thereof at any time, with interest to the time of payment, and whereas for the purpose of securing the payment of said sum of twenty-two hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that in consideration of the premises the said James B. Sterling and Pearle E. Sterling his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that tract or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the north side of the proposed state road from Princess Anne to Mount Vernon, adjoining the lands of Charles Bloodsworth and Daniel Mulcahy, and containing 38 acres, more or less, which was conveyed to the said James B. Sterling and Pearle E. Sterling his wife by Charles W. Bloodsworth and wife by deed dated July 6th, 1929, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, and being also a part of the land conveyed to Charles W. Bloodsworth by Edward G. Bounda by deed recorded among the land records of said Somerset County in Liber W.J.S.No.79, folio 384. To all of which said deeds and records and all the references therein contained, special reference is here made as a part hereof for full and accurate description of the property 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 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 L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale 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

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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 Mortgggors 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 fifteen 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 suddessors, 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: Vernon E. White — James B. Sterling (SEAL)

Pearle E. Sterling (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of July 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 aforesaid, personally appeared James B. Sterling and Pearle E. Sterling his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Omar J. Croswell, cashier of Peoples Bank of Somerset County, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said Peoples Bank of Somerset County, and is authorized to make this affidavit.

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

Seal of Notary — Vernon E. White, Notary Public.

Received for record August 2nd, 1929, and recorded in Liber G.W.L.No.98, folio 168, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

Bill Obligatory:

$2200.00 Princess Anne, Md.,July 25th,1929.

Secured by mortgage of even date for money loaned and balance of purchase money, two years after date, we promise to pay to the order of Peoples Bank of Somerset County, the sum of twenty-two hundred dollars with interest from date, payable semi-annually, at the Peoples Bank of Somerset County, Princess Anne, Md., value received without offset, the maker and endorser each hereby waives the benefit of the homstead exemption and all right to exemption from execution as to the debt, evidenced by this obligation and if default be made in the payment hereof at maturity hereby covenant to pay 10% additional as collection fee, and hereby authorizes and empowers any attorney of record or justice of Peace to confess judgment against us for the above sum and the costs of suit, with 10% collection charges and the maker and endorser each hereby waives demand, protest and notice of non-payment hereof.

Witness our hands and seals.

Witness: Vernon E. White. James B.Sterling (SEAL)

Pearle E. Sterling(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 James B. Sterling, Pearle E. Sterling and E.Herrman Cohn 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 George W. Page, Receiver for the 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 4th day of January Anno Domini 1932.

Issued the 3rd day of March Anno Domini 1932.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in March in the year 1932, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor and the Sheriff of Somerset County, Luther Daugherty, to whom the writ aforesaid was in form aforesaid delivered for service, also came and made return thereof to the Court here in the words following, to wit:

Summoned severally,

Luther Daugherty, Sheriff.
C.S.D.

On May 27th, 1932, the following Answer of F. A. North Company to bill of complaint was filed.

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	No.4387 Chancery
	)	Circuit Court for
Vs.	)	Somerset County,
James B. Sterling, Pearle E. Sterling E. Herrman Cohn and F.A. North Company a body corporate.	)	Maryland.

The answer of F. A. North Company a body corporate to the bill of complaint in the above cause against it and others exhibited, respectfully shows: That this defendant admits the matters and facts in said bill of complaint set forth and consents to the passage of such decree by this Honorable Court as may be right and proper in the premises.

Edgar A. Jones,
Solicitor for F. A. North Company.

And thereafter to wit on May 27th, 1932, the following Decree pro confesso and order to take testimony was filed:

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George W. Page, Receiver for the Peoples Bank of Somerset County.	)	No.4387 Chancery
	)	Circuit Court for
Vs.	)	Somerset County,
James B. Sterling and Pearle E.Sterling E. Herrman Cohn and F. A. North Company.	)	Maryland.
	)	

The defendants, James B. Sterling, Pearle E. Sterling and E. Herrman Cohn 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 27th day of May nineteen hundred and thirty-two 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.

Joseph L. Bailey, Judge.

And afterwards to wit, on the 4th day of June, in the year nineteen hundred and thirty-two, 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:

George W. Page, Receiver.	)	
Vs.	)	No.4387 Chancery.
James B. Sterling et als.,	)	
	)	

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, the 3rd day of June, 1932, I did take the following depositions that is to say:

Thomas W. Perkins, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Thomas W. Perkins, age 56 years, residence, present residence, Princess Anne, Md., occupation Examiner in Charge of the Peoples Bank of Somerset County.

Int.2. As Examiner in charge of the Peoples Bank for Geo. W. Page, Receiver, do you have among the assets any obligations of the defendants, James B. & Pearle E. Sterling?

Ans. Yes.

Int.3. Look at the papers here shown you and state what they are?

Ans. We have a mortgage from James B. Sterling and wife to the Peoples Bank, with mortgage note attached to the amount of $2200.00, with interest from July 25, 1929.

Int.4. Do you have in your possession now for the Receiver all of the bank's records?

Ans. Yes, sir:

Int.5. Do those records show any payments on account of that mortgage debt or interest?

Ans. No, sir.

Int.6. Has James B. Sterling or Pearle E. Sterling or any one for them, made any payments on that mortgage debt or interest since the bank has been in charge of the Receiver?

Ans. No.

Int.7. Have you made demand on James B. or Pearle E. Sterling for the payment of this mortgage debt and if so, with what result?

Ans. Demand made with no payment.

Int.8. Did he make any reply or come to see you?

Ans. He came in one day and said he was going in bankruptcy.

Int.9. Is the whole amount of the mortgage viz: $2200.00 with interest from July 25, 1929,

still unpaid?

Ans. Yes, sir.

Court question and answer.

"No."

Test: Harry C. Dashiell Thomas W. Perkins.

Vernon E. White, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Vernon E. White, age 39 years, residence Princess Anne, Md., occupation, Insurance agent now.

Int.2. Were you at any time employed by the Peoples Bank of Somerset County, and if so, what particular work did you do for the bank?

Ans. Yes, I kept the general cash book and general ledger.

Int.3. Did you have charge of those books in July 1929 and until the time when the bank was closed?

Ans. Yes.

Int.4. Did you know James B. Sterling and Pearle E. Sterling?

Ans. Yes

Int.5. Please look at the notes and mortgage here shown you and state whose signatures they bear?

Ans. The signatures of James B. Sterling and Pearle E. Sterling.

Int.7. Your name appears as witness to each of these papers did you see James B. Sterling and Pearle E. Sterling sign the note and mortgage.

Ans. Yes.

Int.8. If any payment were made on account of the mortgage debt evidenced by the note and mortgage shown you, on what books of the bank would such payments be entered?

Ans. The general cash book and general ledger.

Int.9. Have you examined those books to see whether or not any payments were made on the Sterling note or mortgage?

Ans. Yes, sir.

Int.10. With what result?

Ans. There were no payments made.

Int.11. Do you have any recollection of any payment being made on account of the note or mortgage?

Ans. No.

Plaintiff here offers in evidence the original mortgage executed by James B. Sterling and Pearle E. Sterling and the promissory note under seal executed by James B. Sterling and Pearle E. Sterling both dated July 25, 1929 and identified by the witness and original filed with the bill of complaint marked Exhibit "B"

Court question and answer:

"No."

Test: Harry C. Dashiell, Exm., Vernon E. White

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 June nineteen hundred and thirty-two.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell, Examiner	$4.00
Thos. W. Perkins, Witness	.75
Vernon E. White "	.75
	$5.50

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And thereafter to wit, on the 30th day of June, in the year nineteen hundred and thirty-two, the Circuit Court here passed the following decree in the premises, to wit:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	No.4387 Chancery
Vs.	)	Circuit Court for
James B. Sterling and Pearle E.Sterling et al.,	)	Somerset County,
	)	Maryland.

This cause standing ready for hearing and being submitted and the proceedings therein having been read and considered,

It is thereupon this 29th day of June nineteen hundred and thirty-two by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed, that there is due from the defendants, James B. Sterling and Pearle E. Sterling, to the plaintiff George W. Page, Receiver for the Peoples Bank of Somerset County, the sum of twenty-two hundred dollars with interest from the 25th day of July 1929, until paid.

And it is further adjudged, ordered and decreed that the said James B. Sterling and Pearle E. Sterling or either of them, pay or bring into Court to be paid unto the said George W. Page, Receiver aforesaid, the sum so due with interest as aforesaid, within fifteen days from the date of this decree, together with the costs of this suit, or on default thereof the real estate mentioned and described in these proceedings and in the said mortgage filed as Exhibit B with the bill of complaint in this case, or so much as may be necessary for the payment of said debt, interest and costs, be sold, and 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 this Court or the Clerk thereof, in the penalty of three thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises, he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be cash as prescribed by said mortgage, and as soon as may be congenient 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 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 dishharged his trust.

Joseph L. Bailey, Judge.

And thereafter to wit, on July 26th, 1932, the following copy of order of U. S. District Court was filed:

In the matter of Pearle E. Sterling, Bankrupt, and in the matter of James B, Sterling, Bankrupt.	))))	In the District Court of the United States for the District of Maryland

ORDER OF COURT:

Upon the aforegoing petition it is ordered by the District Court of the United States for the District of Maryland, this 24th day of May 1932, that George W. Page, Receiver for the PeopleUs Bank of Somerset County, be and he is hereby authorized to proceed with the prosecution of the suit for foreclosure of mortgage to the Peoples Bank of Somerset County by said James B. Sterling and Pearle E. Sterling, referred to in the aforesaid petition.

W. Calvin Chesnut,
United States District, Judge.

United States of America, District of Maryland, to wit:

I, Arthur L. Spamer, Clerk of the District Court of the United States for the District of Maryland, do hereby certify that the aforegoing is a true copy of the Order of Court authorizing George W. Page, Receiver to proceed with the prosectuion of suit for foreclosure as therein set forth, which was entered and filed on the 24th day of May in the therein entitled cases of Pearle E. Sterling and James B. Sterling, Bankrupts, Nos.6828 and 6836 Bankruptcy Docket "W" respectively in the said District Court.

In testimony whereof I hereunto set my hand and affix the seal of said District Court this 25th day of July 1932.

Seal of Court. Arthur L. Spamer,
Clerk of said District Court.

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 three thousand dollars ($3000.00) to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twelfth day of July nineteen hundred and thirty-two.

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 George W. Page, Receiver for the Peoples Bank of Somerset County, Vs. James B. Sterling, now pending in said Court, the same being No.4387 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. Conoway,Witness. Geo. H. Myers (SEAL)

Corporate 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 14th day of September in the year nineteen hundred and thirty-two, 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,

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following, to wit:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	No.4387 Chancery
	)	
Vs.	)	In the Circuit Court
James B. Sterling, et al.,	)	For Somerset County.
	)	
	)	

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, Somerset County on the ninth day of August in the year nineteen hundred and thirty-two, at about two o'clock P.M., and then and there did proceed to over said property for sale.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement and particularly described as follows: All that lot, tract or parcel of land whereon the said James B. Sterling and wife now reside, lying and binding on the North side of the State Road leading from Princess Anne to Mt. Vernon in West Princess Anne Election District in said Somerset County, containing thirty-eight acres, more or less, adjoining the land of Charles Bloodsworth and Daniel Mulchay, and being the same and all of the land conveyed to the said James B. Sterling and wife by deed from Charles W. Bloodsworth and wife, dated July sixth, nineteen hundred and twenty-nine, and recorded among the land records of said Somerset County in Liber No.99, folio 109.

But your said trustee received no bona fide bid at such auction for said property and was unable to sell said property by public auction as aforesaid, that since said auction sale your Trustee has endeavored to sell said property at private sale and has received an offer of fourteen hundred and fifty dollars therefor from George W. Page, Receiver for the Peoples Bank of Somerset County, acting under authority of an order of this Honorable Court, passed in Chancery Cause No.4367, and your Trustee has accordingly sold said property to the said George W. Page, Receiver aforesaid, for said sum, the same being the highest offer that your said Trustee has been able to obtain for said property, and the said purchase r has complied with the terms of said sale,

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this 14th day of September nineteen hundred and thirty-two 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 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:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	No.4387 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County,
James B. Sterling et al.,	)	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 14th day of October 1932, 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 13th day of October 1932.

The report states the amount of Sales to be $1450.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 18th day of October 1932, came again into Court here the said complainant by his solicitor aforesaid, and on motion of the said complainant as aforesaid, the Court here passed the following order to wit:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	In the Circuit Court
Vs.	)	In Equity, No.4387 Chancery
James B. Sterling et al.,	)	For Somerset County,
	)	Maryland.

Ordered by the Court this 18th day of October 1932, that the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph L. Bailey,

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

Per: J. Millard Tawes ,Clerk.

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Clarence P. Lankford,

Ex parte.

Trust created by mortgage from Warren F. Gunby and Emma M. Gunby his wife, to the Bank of Crisfield, a body corporate.

No.4432 Chancery.

Be it remembered that heretofore to wit, on the 23rd day of August in the year nineteen hundred and thirty-two, 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 Warren C. Gunby and Emma M. Gunby by a certain Bank of Crisfield of said county and State, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 30th day of March in the year nineteen hundred and twenty-seven, by Warren C. Gunby and Emma M. Gunby his wife, of Somerset County, in the State of Maryland, Whereas the said Warren C. Gunby and Emma M. Gunby his wife, have this day borrowed from the "Bank of Crisfield" a body corporate as aforesaid, the sum of Five Thousand Dollars ($5,000.00) and have executed and delivered unto the said the "Bank of Crisfield" a body corporate as aforesaid, their promissory note for said sum of Five Thousand Dollars ($5,000.00) 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 Warren C. Gunby and Emma M. Gunby 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 Warren C. Gunby and Emma M. Gunby 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 those lots or parcels of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, and described as follows, that is to say: (First) All that lot or parcel of land in said Town of Crisfield, County and State aforesaid, and on the North side of Main Street, and at the South-west corner of said Main Street and Ninth Street, being the same and all the real estate and premises which was was conveyed unto the said Warren C. Gunby and Frederick T. Adams by Carrie L. Gunby by deed bearing date the thirtieth day of September in the year nineteen hundred and ten, and recorded among the Land Records of Somerset County in Liber S.F.D.No.55, folio 31 etc., the interest of the said Frederick T. Adams having been conveyedby the said Frederick T. Adams to the said Warren C. Gunby by deed bearing even date herewith, and intended to be recorded among the said Land Records cotemporaneously with this mortgage and is also all the real estate and premises described in a deed to the said Carrie L. Gunby from James H. Goodsell and wife bearing date the thirty-first day of December in the year eighteen hundred and seventy-nine, and recorded among said Land Records in Liber B.F.L.No.2, folio 455, and (Second) All that lot or parcel of land in said Town of Crisfield, County and State aforesaid, on the South side of Main Street, where the said Warren C. Gunby and Emma M. Gunby his wife, now reside, adjoining the land of the heirs of Minnie Ewell on the West, and the land of Arinthia E. Furness on the East, being the same and all the real estate and premises conveyed unto the said Emma M. Gunby by Harry W.Riggin and wife by deed bearing date the sixth day of May in the year nineteen hundred and fourteen, and recorded among the Land Records of Somerset County in Liber W.J.S.No.60, folio 382 etc., and is also a part of the real estate and premises conveyed unto the said Harry W. Riggin by George R. Ewell and wife by deed bearing date the thirtieth day of April in the year nineteen hundred and fourteen, and duly recorded among the said Land Records of Somerset County, 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, 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 Warren C. Gunby and Emma M. Gunby 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 advertisemem t 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 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 afore-

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said, 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: Benson W. Sterling — Warren C. Gunby (SEAL)

Emma M. Gunby (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th 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 Warren C. Gunby and Emma M. Gunby 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 Warren F. Sterling president of the "Bank of Crisfield" mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Seal of Notary — Benson W. Sterling, Notary Public.

Received for record March 31st, 1927, and recorded in Liber G.W.L.No.95, folio 128, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, 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 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 four thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd day of August in the year nineteen hundred and thirty-two.

Whereas the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Warren C. Gunby and wife to the "Bank of Crisfield" a body corporate, dated the thirtieth day of March in the year nineteen hundred and twenty-seven, and recorded among the Land Records of said Somerset County in Liber G.W.L.No.95, folio 128 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, the attorney named in said mortgage 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 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: Joseph W. Disharoon — Clarence P.Lankford (SEAL)

Warren F. Sterling (SEAL)

William E. Daugherty (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 23rd day of August in the year nineteen hundred and thirty-two.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 30th day of August, in the year nineteen hundred and thirty-two 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:

Clarence P. Lankford,	)	
Ex parte.	)	No.4432 Chancery
Trust created by mortgage from Warren C. Gunby and Emma M. Gunby 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 under and by virtue of mortgage from Warren C. Gunby and Emma M. Gunby his wife, to the "Bank of Crisfield" a body corporate existing under the laws of the State of Maryland, bearing date the thirtieth day of March in the year nineteen hundred and twenty-seven, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber G.W.L.No.95, folio 128 etc., and duly authorized by said mortgage (default having occurred in the covenants and condition therein) 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 August in the year nineteen hundred and thirty-two 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, with the improvements thereon, situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the North side of Main Street, and at the South-west corner of said Main Street and Ninth Street, and being the same and all the real estate and premises which were conveyed unto the said Warren C. Gunby and Frederick T. Adams by Carrie L. Gunby by deed bearing date the thirtieth day of September in the year nineteen hundred and ten, and recorded among said Land Records in Liber S.F.D.No.55, folio 31 etc., the interest of the said Frederick T. Adams in said real estate having been conveyed by the said Frederick T. Adams unto the said Warren C. Gunby by deed bearing date the thirtieth day of March in the year nineteen hundred and twenty-seven, and recorded among said Land Records in Liber G.W.L.No.94, folio 132, and is also all the real estate and premises conveyed unto the said Carrie L. Gunby by James H. Goodsell and wife by deed bearing date the thirty-first day of December in the year eighteen hundred and seventy-nine, and recorded among said Land Records in Liber B.F.L.No.2, folio 455, and is also fully described in said mortgage, whereupon the "Bank of Crisfield" a body corporate, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Two Thousand Dollars ($2,000.00) all of which has been paid in cash.

And your attorney prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted,

Clarence P. Lankford, Attorney.

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State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of August, in the year nineteen hundred and thirty-two, 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:

Clarence P. Lankford,	)	
Ex parte.	)	No.4432 Chancery
Trust created by mortgage from Warren C. Gunby and Emma M. Gunby 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 30th day of August nineteen hundred and thirty-two, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Warren C. Gunby and Emma M. Gunby, 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 26th day of September 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 24th day of Sepgember next.

The report states the amount of sales to be $2,000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 28th day of October, nineteen hundred and thirty-two, comes again into Court here the said Assignee by his solicitor aforesaid and on motion of the said Assignee as aforesaid, the Court here passed the following, order to wit:

Clarence P. Lankford,	)	
Ex parte.	)	No.4432 Chancery
Trust created by mortgage from Warren C. Gunby and Emma M. Gunby his wife to the "Bank of Crisfield" a body corporate.	)	In the Circuit Court
	)	For Somerset County.
	)	
	)	

Ordered by the Circuit Court for Somerset County, this 28th day of October, nineteen hundred and thirty-two, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in a mortgage from Warren C. Gunby and Emma M. Gunby 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.

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 November being the 7th day of the same month, in the year of our Lord one thousand nine hundred and thirty-two.

Were present, Hon. John R. Pattison, Chief Judge.
Hon. Joseph L. Bailey, Associate Judge.
Luther Daugherty, Esq., Sheriff. Hon. Robert F. Duer, Associate Judge.
J. Millard Tawes, Clerk.

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

.....

.....

H. Fillmore Lankford, Ex Parte)
Trust created by mortgage from Paul F.Kohlheim to Nolan V. Ross and Margaret A. Ross his wife, assigned to H. Fillmore Lankford for purpose of foreclosure.)
No.4442 Chancery.)

Be it remembered that heretofore to wit, on the 5th day of October, in the year nineteen hundred and thirty-two, 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 Nolan V. Ross and Margaret A. Ross his wife, of Somerset County in the 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 19th day of April in the year nineteen hundred and twenty-two, by Paul Kohlheim of Somerset County, Maryland, witnesseth: Whereas the said Paul F. Kohlheim is indebted unto Nolan V. Ross and Margaret A. Ross his wife, of Somerset County in the full and just sum of One Thousand Dollars ($1000.00) for money borrowed to pay the purchase money on the hereinafter described lot of land and has given therefor his bill obligatory unto the said Nolan V. Ross and Margaret A. Ross, his wife, for the said principal sum, of even date herewith, payable to the said Nolan V. Ross and Margaret A. Ross his wife, their personal representatives or assigns, one year after date, with interest from date payable annually, to better secure the payment of which said sum, with interest as aforesaid, when and as the same shall become due and payable, these presents are executed, but it is hereby understood and the said Paul F. Kohlheim, hereby reserves the right to pay the said mortgage indebtedness and interest at any time he shall choose to do so before maturity.

Now therefore this Mortgage witnesseth, That for and in consideration of the premises and of the sum of one dollar, the said Paul F. Kohlheim does hereby grant and convey unto the said Nolan V. Ross and Margaret A. Ross his wife, their personal representatives and assigns, all that lot, tract and parcel of land situate, lying and being in Westover District, Somerset County, Maryland, in the village of Westover, and further described as follows: Beginning for the same at a stone set up in the middle of a ditch on the west side and on the line of the County Road leading through said village of Westover, it being the 2nd lot after Robert H. Wilson land going north (now owned by the grantees herein) thence running by and with the middle of said ditch N. 68°W 2 40/100 chains to a wire fence, on the east side of a ditch at a stone, thence by and with the aforesaid ditch and fence, and the east side of said ditch N.24°30'E. 1 40/100 chains to a stone, thence S.68°E. 2 40/100 chains to the West side of the said County Road at a stone, thence by and with said west side of said road S.24°30'W. 13 3/100 chains to the place of beginning, containing one rod and 14 perch of land more or less, it being the same land conveyed to A. Ritzel by deed from W. L. Thornton and wife made the 26th day of July 1914, and recorded in Liber W.J.S.No.66, folios 81-2, and afterwards by the said A. Ritzel devised to his wife,Elizabeth Ritzel by his last will and testament made the 21st day of May 1919, and duly recorded among the Wills records of Somerset County in Liber L.R.No.32, folio 151, and by the said Elizabeth conveyed

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to Paul F. Kohlheim by deed made and recorded evenly herewith.

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 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 Mortgagees 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 advertisememt 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 appply 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, 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 thereonto 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 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: W. B. Long Paul F. Kohlheim (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of April in the year nineteen hundred and twenty-two before me, the subscriber, a Notary Public, duly commissioned sworn &c., of the State of Maryland, in and for Somerset County, residing at Westover personally appeared Paul F. Kohlheim the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his deed and act and deed, and at the same time and place also personally appeared before me Nolan V. Ross and Margaret A. Ross his wife, the 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 witness whereof I have hereunto subscribed my name and affixed my official seal the day and year first above written.

Seal of Notary W. B. Long, Notary Public.

Redeived for record April 22nd, 1922, and recorded in Liber W.J.S.No.83, folio 236, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received we hereby assign the within andforegoing mortgage to H. Fillmore Lankford for the purpose of collection and foreclosure.

Witness our hands and seals this 21st day of September, nineteen hundred and thirty-two.

Witness: Henry M. Lankford Nolan V. Ross (SEAL)

Margaret A. Ross(SEAL)

Filed for record September 22nd, 1932, and recorded in Liber W.J.S.No.83, folio 237.

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on October 5th, 1932, the following Bill Obligatory was filed:

$1000.00 April 20th, 1922.

For value received, one year after date, I promise to pay to Nolan V. Ross and Margaret A. Ross his wife, their personal representatives and assigns, the just and full sum of One Thousand Dollars ($1000.00) with interest from date payable annually, which money was borrowed from them for the purpose of paying purchase money for the Thornton home which I this day purchased of Elizabeth Ritzel, but I hereby reserve the right to pay off this bill obligatory, or any part thereof at any time I choose before the maturity of this note.

Witness my hand and seal this day of April, in the year 1922.

Test: Gordon Tull Paul F. Kohlheim (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 the "Fidelity and Deposit Company of Maryland," surety, a body corporate, 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, adminis-

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trators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of October nineteen hundred and thirty-two.

Whereas by mortgage dated the 19th day of April 1922, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.83, folio 236 etc., a certain Paul F. Kohlheim granted to Nolan V. Ross and Margaret A. Ross his wife, certain real estate in said Somerset County, described in said mortgage, to secure the payment of the sum therein mentioned, and whereas by assignment dated the 21st day of September 1932, recorded among said records in Liber W.J.S.No.83, folio 237, the said Nolan V. Ross and Margaret A. Ross his wife, 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 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 by H.Fillmore Lankford, its Attorney in fact per power of Attorney dated 12th August 1924, recorded in office of Clerk of Circuit Court for Somerset County in Liber W.J.S.No.91, page 35.

Witness: Benjamin L. Barnes

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 19th day of October, in the year nineteen hundred and thirty-two, 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:

	)	No.4442 Chancery,
H. Fillmore Lankford,	)	In the Circuit Court for Somerset County,
Ex parte.	)	Maryland,
	)	Trust created by mortgage from Paul F.Kohl-
	)	heim to Nolan V. Ross and Margaret A. Ross,
		assigned to H. Fillmore Lankford, for pur-

pose of foreclosure.

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

The report of H. Fillmore Lankford, assignee for the purpose of foreclosure of a mortgage from Paul F. Kohlheim to Nolan V. Ross and Margaret A. Ross his wife, dated the 19th day of April, 1922, recorded among the land records of said Somerset County in Liber W.J.S.No.83, folio 236 etc., assigned by the said Nolan V. Ross and Margaret A. Ross to the said H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 21st day of September 1932, recorded among said records in Liber W.J.S.No.83, folio 237 respectfully represents:

That after default had occurred in the covenants, agreements, and conditions of said mortgage, and after having filed a bond with approved security in this Court, 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 Somerset News, 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 Cour House door in Princess Anne, Somerset County, Maryland, on Tuesday, the 18th day of October 1932, at or about the hour of two o'clock P.M., and then and there proceeded to sell the real estate conveyed by said mortgage as follows:

He offered all that lot or parcel of land in the village of Westover, in Westover District, Somerset County, Maryland, on the West side of the State Road leading through said village, containing one rood and fourteen square perches of land more or less, adjoining the land of Lambert W. Cox and the land of George H. Handy being the same and all the land which was conveyed to the said Paul F. Kohlheim by Elizabeth Ritzel by deed dated the 19th day of April 1922, recorded among said records in Liber W.J.S.No.85, folio 507 etc., improved by an eight room dwelling house, barn, gargge and other outbuildings, and sold said property to the said Nolan V. Ross and Margaret A. Ross his wife, as tenants by the entireties, they being then and there the highest bidders therefor, at and for the sum of fourteen hundred dollars, and the said purchasers have complied with the terms of sale to the satisfaction of the said assignee.

And the said assignee brings into Court the fund arising from said sale, and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted,

H. Fillmore Lankford, Assignee (SEAL)

State of Maryland, Somerset County, to wit:

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

J. Millard Tawes,
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.4442 Chancery
H. Fillmore Lankford,	) In the Circuit Court
Ex parte.	) For Somerset County, Maryland.
	) Trust created by mortgage from Paul
	) F. Kohlheim to Nolan V. Ross and
	) Margaret A. Ross his wife, assigned
	to H. Fillmore Lankford for purpose
	of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County this 19th day of October nineteen hundred and thirty-two 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 18th day of November 1932, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 14th day of November, 1932.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

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And now at this day to wit, on the 19th day of November, nineteen hundred and thirty-two, comes again into Court here the said Assignee by his solicitor aforesaid and on motion of the said Assignee as aforesaid, the Court here passed the following order, to wit:

	)	No.4442 Chancery,
H. Fillmore Lankford,	)	In the Circuit Court for Somerset County
Ex parte.	)	Trust created by mortgage from Paul F.
	)	Kohlheim to Nolan V. Ross and Margaret
	)	A. Ross his wife, 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 19th day of November nineteen hundred and thirty-two, ordered by the Circuit Court for Somerset County in Equity, that the within report of H.Fillmore Lankford, Assignee, and the sale by him reported, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer,
Judge 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.

"""

Bank of Crisfield, a body corporate	)	Be it remembered that heretofore to
existing under the laws of the State of Mary-	)	wit, on the 19th day of May, in the
land.	)	year nineteen hundred and thirty-two,
Vs.	)	a certain Bank of Crisfield, a body
Silas E. Sterling and others.	)	corporate existing under the laws of
No.4049 Chancery	)	the State of Maryland by Clarence P.
	)	Lankford, his solicitor exhibited and
		filed in the Circuit Court here a bill

of complaint against Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, 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.	)	
	)	No.4049 Chancery
Vs.	)	In the Circuit Court
Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling.	)	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 Horatio B. Somers, late of Somerset County, in the State of Maryland, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That the said Horatio B. Somers was in his lifetime indebted unto your orator, the said the "Bank of Crisfield" on a judgment recovered by your orator against the said Horatio B. Somers before Levin H. Curtis, a Justice of the Peace of the State of Maryland, in and for Somerset County, on the twentieth day of May in the year nineteen hundred and eighteen, for the sum of ninety-nine dollars, with interest from date, and forty cents costs, a copy of which said

judgment was duly recorded in the office of the Clerk of the Circuit Court for Somerset County, as will more fully appear by a certified copy of said judgment, herewith filed as a part of this bill, marked exhibit "A".

Second. That the said Horatio B. Somers, being so indebted unto your orator and also unto divers other persons, and leaving no personal estate of any value, and upon which no administration was ever granted, but leaving real estate of considerable value, in Asbury District,Somerset County, in the State of Maryland, departed this life, on or about the fourth day of April, in the year nineteen hundred and twenty-eight, intestate, leaving no widow, children or descendants surviving him, but leaving surviving him as his only heirs at law, the defendants, Silas E.Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, only children and heirs at law of Priscilla Sterling a sister of the said Horatio B. Somers, who departed this life before the death of the said Horatio B. Somers, all of whom are above the age of twenty-one years and all of whom reside in said Somerset County, in the State of Maryland, except the said Dollie Ashmead, who resides in Baltimore City, in the said State of Maryland.

Third: That no administration was ever had on the personal estate of the said Horatio B. Somers and that the same is not sufficient to discharge the costs of administration and the debts due and owing by the said Horatio B. Somers at the time of his death, and your orator is advised that it is entitled to have the said real estate sold for the payment of the claim of your orator and the other debts owing by the said deceased at the time of his death, according to their legal priorities, 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 aforesaid real estate or so much thereof as may be necessary, maybbe decreed to be sold, for the payment of the claim of your orator and of the other creditors of the said deceased, 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 Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling,Thomas J. Sterling and George L. Sterling, all of Somerset County, in the State of Maryland, and also the writ of subpoena directed to the said Dollie Ashmead, of Baltimore City, in the State of Maryland, commaning them, and each of them, to be and appear in this Court on some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Exhibit "A" referred to in the foregoing Bill of Complaint as follows:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.1420 Docket of Recorded Judgments of Justices of the Peace S.F.D.No.2/
Vs.	)	
Horatio B. Somers	)	

Note $99.00 State of Maryland, Somerset County, to wit:

1918, May 20, Bill obligatory dated May 20th, 1918, for the sum of Ninety-nine dollars ($99.00) signed by the defendant and attested by two witnesses filed authorizing Levin H. Curtis or any other Justice of the Peace of the State of Maryland in and for Somerset County to enter judgment by confession in favor of plaintiff and against the defendant.

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1918 May 20th affidavit of Warren F. Sterling, Cashier of the Bank of Crisfield, plaintiff as to correct amount due on said bill obligatory filed.

1918 May 20th, Judgment by confession per written authority and power in said bill obligatory in favor of the plaintiff and against the defendant for the sum of Ninety-nine dollars $99.00 with interest from date until paid and forty cents costs and a waiver of all right to exemption from execution on judgment hereon and a collection fee of 10% ten per cent.

Witness my hand and seal: Levin H. Curtis J.P. (SEAL)

True copy Test: Levin H. Curtis J.P. (SEAL)

Filed for Record 25th May 1918,

Test: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County, to wit:

I, Geo. W. Lawson, Clerk of the Circuit Court for Somerset County Maryland hereby certify that the foregoing Judgment is truly and correctly copied from Docket of Recorded Judgments of Justices of the Peace S.F.D.No.2, folio 496 the same being No.1420 in said Docket.

I further certify that there is no record or proceeding to show that the said 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 this the 19th day of May 1928.

Seal of Court. Geo. W. Lawson, Clerk.

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

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Dollie Ashmead 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 June, next to answer the complaint of Bank of Crisfield 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 19th 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 Silas E. Sterling, Horatio B. Sterling, Hattie C. Sterling, Thomas J. Sterling, George L. 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 June next to answer the complaint of Bank of Crisfield 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 19th day of May Anno Domini 1928/

Per order, Geo. W. Lawson, Clerk.

At which said first Monday in June 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 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 and a copy of the Process left with the defendant.

John E. Potee, Sheriff.

And at the same time also the Sheriff of Somerset 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 severally and copy of subpoena left with each defendant.

A. L. Murrell, Sheriff.

And thereafter to wit, on June 27th, 1932, the following Petition, Decree pro-confesso and order to take testimony was filed:

Bank of Crisfield, a body corporate	)	
Vs.	)	No.4049 Chancery
Silas E. Sterling 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 the adult defendants, Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, 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.

The complainant therefore prays your Honors that the bill of complaint may be taken pro-confesso against the said Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, 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.

Bank of Crisfield, a body corporate	)	
Vs.	)	No.4049 Chancery
Silas Sterling and others.	)	In the Circuit Court
	)	For Somerset County.
	)	

It appearing in the above entitled cause, that the adult defendants, Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L.Sterling 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.

It is thereupon this 27th day of June in the year nineteen hundred and thirty-two 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 Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J.Sterling and George L. Sterling, 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 17th day of August in the year nineteen hundred and thirty-two, 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:

Bank of Crisfield, a body corporate	)	
Vs.	)	No.4049 Chancery
Silas E. Sterling 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

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the Circuit Court for Somerset County, Maryland, in Equity, duly appointed, sworn, etc., do hereby certify that on this 15th day of August 1932, 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 54 years, residence Crisfield, Somerset County, Maryland, and I am president of the Bank of Crisfield, Crisfield, Maryland.

Int.2. Are you acquainted with the parties to this suit?

Ans. I am acquainted with the parties to this suit. The complainant, the Bank of Crisfield, is a body corporation, located in the Town of Crisfield, Maryland, and I am acquainted with the defendants in this cause/

Int.3. Were you or not acquainted with Horatio B. Somers? If so, is he living or dead, and if dead, when did he die? Please state whether or not he died intestate?

Ans. I was acquainted with Horatio B. Somers. He is dead, having died some five years or more ago, but I do not know the exact date of his death, and I have always understood that he left no will.

Int.4. Please state whether or not the said Horatio B. Somers was indebted unto the Bank of Crisfield, of which institution you are in the president, and if so, how was he so indebted unto the Bank of Crisfield?

Ans. The said Horatio B. Somers was at the time of his death indebted unto the Bank of Crisfield on a judgment recovered by the Bank of Crisfield against the said Horatio B. Somers on the 20th day of May 1918, before Levin H. Curtis, Justice of the Peace for Somerset County, for the sum of $99.00 with interest from date and forty cents cost. A copy of this judgment was duly filed in the office of the Clerk of the Circuit Court for Somerset County, and the paper now shown me, marked Exhibit "A" and filed with the bill of complaint in this cause, is a certified copy of said judgment.

Int.5. Has any part of said judgment been paid?

Ans. No part of said judgment has been paid, but the interest on said judgment has been paid to May 20th, 1928.

Int.6. State whether or not the said Horatio B. Somers left any personal estate, and whether or not there has been any administration on said personal estate?

Ans. The said Horatio B. Somers left no personal estate of any value, and there has been no administration on said personal estate/

Int.7. State whether or not the said Horatio B. Somers left any real estate, and if so,where is the same located and what in your opinion is the value of said real estate?

Ans. The said Horatio B. Somers left real estate in Asbury District, Somerset County, Maryland, but while I know in a general way where it is, I can not describe it or give an estimate of its value.

Int.7. Please state who are the heirs at law of the said Horatio B. Somers?

Ans. The said Horatio B. Somers left no widow, child, children or descendants, and I am reliably informed that his only heirs at law are the defendants in this cause, Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L.Sterling children of Priscilla Sterling, a sister of the said Horatio B. Somers.

Court Question.

Ans. I know nothing further.

Witness: E. P. Wyatt Warren F. Sterling.

Silas W. Sterling, a witness of lawful age, produced on the part of the complainant, being by me first duly sworn, deposes and says:

State your name, age, residence and occupation?

Ans. My name is Silas E. Sterling, my age is sixty-two, years my residence, Asbury District, Somerset County, Maryland, and by occupation I am a waterman.

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 plaintiff, the Bank of Crisfield is a corporation, located in Crisfield, Maryland, I am one of the defendants, and the other defendants are my brothers and sisters. They all live in said Somerset County, in the State of Maryland, except the said Dollie Ashmead who lives in Baltimore City, in the State of Maryland.

Int.3. Were you or not acquainted with Horatio B. Somers? If so, is he living or dead, and if dead, when did he die? Please state whether or not he died intestate?

Ans. I was well acquainted with Horatio B. Somers, He was my uncle, my mother's brother. He is dead, having died in the month of April, nineteen hundred and twenty-eight. He left no will.

Int.4. Please state whether or not the said Horatio B. Somers was indebted unto the Bank of Crisfield, the plaintiff in this cause, at the time of his death, and if so, how was he so indebted?

Ans. I have understood that the said Horatio B. Somers was indebted unto the Bank of Crisfield, the plaintiff in this cause, on a judgment, but I do not know that is due on said judgment.

Int.5. State whether or not the said Horatio B. Somers left any personal estate, and if so, what was its value, and was there or not any administration ever granted on said personal estate?

Ans. The said Horatio B. Somers left no personal estate of any value, and there has been no administration on said personal estate.

Int.6. State whether or not the said Horatio B. Somers owned any real estate at the time of his death? If so, where is it located, and what, in your opinion, is its value?

Ans. The said Horatio B. Somers at the time of his death was seized and possessed of certain real estate in Asbury District, Somerset County, Maryland. The said real estate is laid down and described on the plat and certificate of survey, made by Samuel F. Miles, Surveyor, now shown me and which is filed herewith, as Lot No.One, containing 1.60 acres, Lot No.Two containing 7.85 acres, and Lot No.Four, containing 3.65 acres, and also owned some marsh land between Lot No.Four as laid down on said plat and Apes Hole Creek. I should think all the property worth from $1,000.00 to $1,500.00.

Int.7. Please state whether or not the said Horatio B. Somers left any widow, surviving him, and who are his heirs at law?

Ans. The said Horatio B. Somers left no widow surviving him.

He left no child, children or descendants, no father, mother, brother or sister, but left as his only heirs at law, the defendants in this cause, myself (Silas E. Sterling) Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, only children of Priscilla Sterling, a sister of the said Horatio B. Somers, who departed this life before the death of the said Horatio B. Somers, They are all above the age of twenty-one years.

Court Question.

Ans. I know nothing further.

Witness: Kenneth W. Sterling

E. P. Wyatt

Silas E. X his mark Sterling

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.

Examiner in Chancery. (SEAL)

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And thereafter to wit, on the 2nd day of September in the year nineteen hundred and thirty-two, the Cirduit Court here passed the following decree in the premises to wit:

Bank of Crisfield, a body corporate	)	In Equity, In the Circuit
Vs.	)	Court for Somerset County.
Silas E. Sterling and others.	)	No.4049 Chancery.
	)	

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

It is thereupon this 1st day of September in the year nineteen hundred and thirty-two, 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 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 thesaid 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 as he may think proper of the time place, manner and temms 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 Horatio B. Somers 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 Clarence P. Lankford, Trustee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Clarence P. Lankford, as principal and Lorie C. Quinn, Sr., and Edward P. Wyatt as 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, current money, to be paid to the said State of Maryland, or its certain attorney, to

which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of September in the year nineteen hundred and thirty-two.

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 suit of the "Bank of Crisfield" a body corporate against Silas E. Sterling and others, the same being No.4049 on the Chancery Docket of said Court, and whereas the said Clarence P. Lankford is about to enter upon the execution of said trust.

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

Witness: Benson W. Sterling — Clarence P.Lankford (SEAL)

Lorie C. Quinn, Sr., (SEAL)

Edward P. Wyatt (SEAL)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 26th day of September in the year nineteen hundred and thirty-two.

J. Millard Tawes, Clerk.

And thereafter to wit, on October 11th, 1932, the following Plat and Certificate was filed:

PLAT:

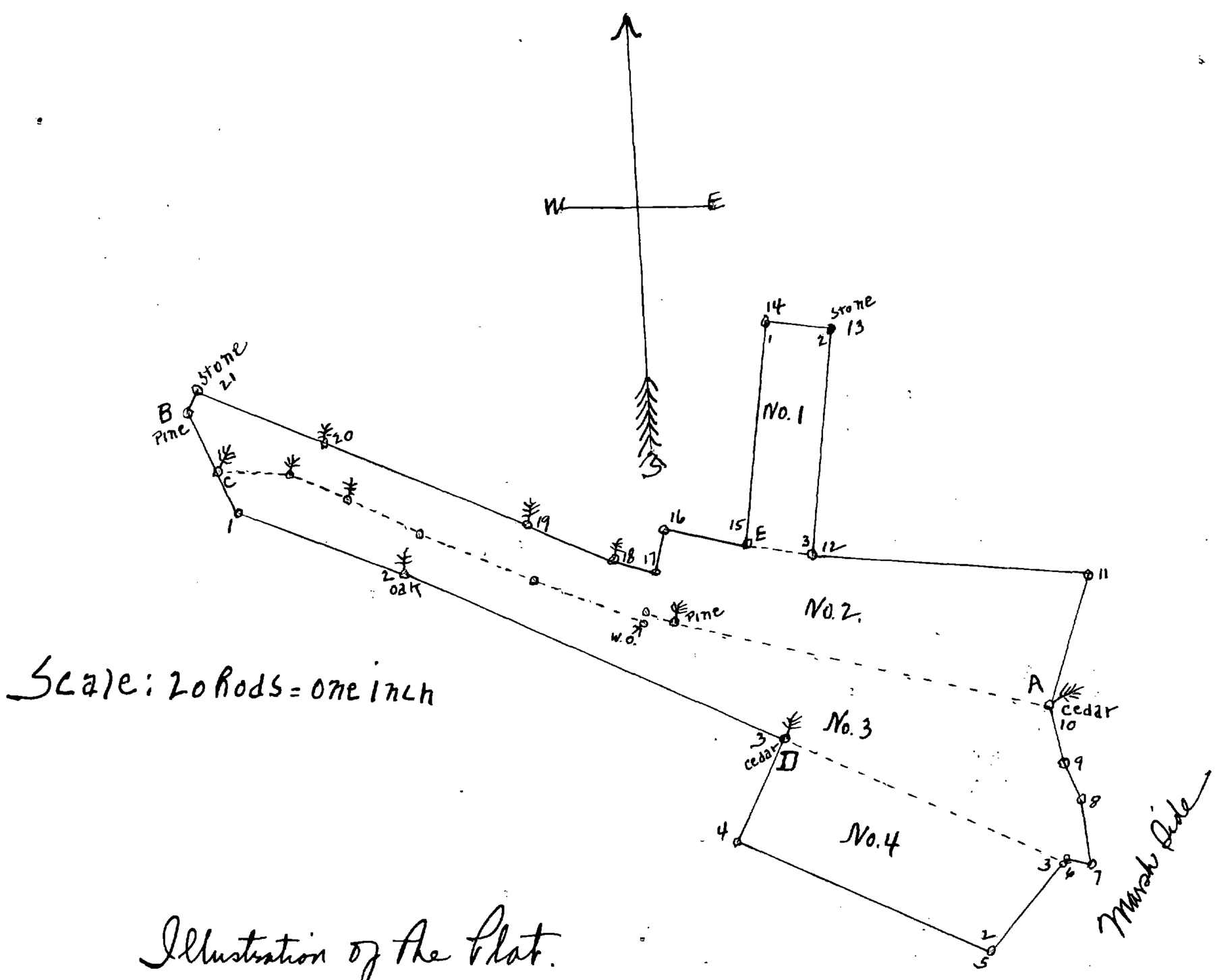

Illustration of the Plat.

Lot No. 1	Contains	1.60 Acres
" " 2	"	7.85 "
" " 3	"	7.85 "
" " 4	"	3.65 "
	Total	20.95 "

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The attached plat represents four lots or parcels of land which I have surveyed and consolidated for Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling of Somerset County, Maryland, situate, lying and being in Asbury Election District, County and State aforesaid, and is bounded as follows: Beginning at a pine where formerly was a bar post, which pine stands on a line of Cornelius Sterling's land, and is shown on the plat by the leter B. from thence running with said Sterling line South 22½ degrees East 15 rods to an angle in a ditch. Thence South 67 degrees East 24 rods to a Spanish Oak, Thence South 63 degrees East 55½ rods to a cedar to the beginning of Lot #4, shown by the letter D, on the plat, thence with 1st, 2nd, 3rd, lines of said #4. South 27½ degrees West 15 rods, South 62 degrees East 37 rods, North 43 degrees East 16 3/4 rods, thence with 7,8,9 and 10th lines of Lot #3, South 64 degrees East 8 rods, North 6¼ degrees West 10 rods, North 21½ degrees West 5 rods, North 6¼ degrees West 7½ rods to a cedar, a corner of Lot #2. Thence with Lot #2 North 19 degrees East 15 rods, North 82 3/4 degrees West 37.36 rods to a post at the South-east corner of Lot #1, thence reversing the 3rd, 2nd, and 1st, lines of same North 8¼ degrees East 31.08 rods to a stone in a road, thence North 80½ degrees West 8.16 rods, thence South 9½ degrees West 30/60 rods to said 2nd Lot, thence with same the 7 following courses, North 76¼ degrees West 11 rods, South 14 3/4 degrees West 5.52 rods, North 72 degrees West 5.80 rods, North 65 degrees West 12.84 rods, North 64 degrees West 29 rods, North 63 3/4 degrees West 18.88 rods to a stone thence North 32½ degrees West 2½ rods to the beginning, containing 20.95 acres of land

Lot #1 is described as follows:

Beginning at end of a ditch, shown by the letter E. on the plat from thence reversing the 15th, 14th, and 13th outlines of the entire tract North 9½ degrees East 30.60 rods, South 80½ degrees East 8.16 rods to a stone in a road, thence with same South 8¼ degrees West 31.08 rods to a gate post, thence with Lot #2 North 75¼ degrees West 9 rods to the beginning, containing 1 6/10 acres of land.

Lot #2.

Beginning at the said pine, where formerly was a bar post, and is shown by the letter B. on the plat, from thence reversing the 22nd, 21st, 20th, 19th, 18th, 17th and 16th outlines of the said entire tract as follows, North 32½ degrees East 2½ rods to a stone, thence South 63 3/4 degrees East 18.88 rods, South 64 degrees East 29 rods, South 65 degrees East 12.84 rods, South 72 degrees East 5.80 rods, North 14 3/4 degrees East 5.52 rods, South 76¼ degrees East 11 rods to the corner of Lot #1, Thence reversing the 4th line of same, South 75¼ degrees East 9 rods, thence reversing 12th and 11th outlines of the said entire tract South 82 3/4 degrees East 37.36 rods, South 19 degrees West 15 rods to a cedar tree by the marsh side, thence with a ditch (part of the way) and the line between this and Lot #3, North 73½ degrees West 52.40 rods, thence North 72 degrees West 3½ rods, thence South 19 degrees West 1.12 rods to a White Oak, thence North 66 3/4 degrees West 16 rods, thence North 65¼ degrees West 16.80 rods, thence thru the woods North 58½ degrees West 10.80 rods to a marked pine, thence North 64 degrees West 8.60 rods to a marked pine, thence North 83 degrees West 9½ rods to a marked pine standing on the first outline of the said entire tract, thence reversing said outline North 22½ degrees West 9 rods to the beginning, containing 2.85 acres of land more or less.

Lot # 3.

Beginning at a marked pine standing on the first outline of the said intire tract and is shown by the letter C. on the plat from thence running by and with the 1st, 2nd, and 3rd outlines of the said entire tract South 22½ degrees East 6 rods, South 67 degrees East 24 rods, to a Spanish Oak, thence with a ditch South 63 degrees East 55½ rods to a cedar tree at the corner of Lot #4 shown by the letter D. on the plat, thence with the 4th line of said lot reversed South 63 degrees East 41 rods, thence South 64 degrees East rods to the marsh, thence North 6¼ degrees West 10 rods thence North 21½ degrees West 5 rods, thence North 6¼ degrees West 7½ rods to a

cedar tree, thence with the said divisional line between this and Lot #2 as shown on the plat from figure 10 to letter C. as follows: North 73½ degrees West 52.40 rods with a ditch, thence North 72 degrees West 3½ rods, thence South 19 degrees West 1.12 rods to a White Oak, thence North 66 3/4 degrees West 16 rods, thence North 65¼ degrees West 16.80 rods, thence North 58½ degrees West 10.80, thence North 64 degrees West 8.60 rods, thence North 83 degrees West 9½ rods to the beginning containing 7.85 acres of land more or less.

Lot #4.

Beginning at a cedar tree on a ditch bank, and is shown by the letter D. on the plat from thence running the 4th, 5th, and 6th outlines of the said entire tract as follows: South 27½ degrees West 15 rods, South 62 degrees East 37 rods, North 43 degrees East 16 3/4 rods, thence North 63 degrees West 41 rods to the beginning, containing 3.65 acres of land more or less.

Samuel F. Miles, Surveyor
of Somerset County.

April 28th, 1932.

And thereafter to wit, on 11th day of October, in the year nineteen hundred and thirty-two, 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.4049 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
Silas E. Sterling 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 first day of September in the year nineteen hundred and thirty-two 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, before the day of sale, of the time, place, manner and terms of sale, by advertisement inserged 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 first day of October in the year nineteen hundred and thirty-two, 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 Horatio B. Somers late of said Somerset County, deceased, died seized and possessed, situate, lying and being in Asbury District, Somerset County, in the State of Maryland, and which are laid down and described on a plat and certificate of survey, made by Samuel F. Miles, Surveyor of Somerset County, and filed in this cause, in manner following, that is to say:

First: Your trustee first offerred at public sale to the highest bidder, all that lot or parcel of land containing one and sixty-hundredths (1.60) acres, more or less, which is laid down and described on the aforesaid plat and certificate of survey as Lot No.One (1) whereupon your trustee received a bid of only thirty-one dollars for said lot, and your trustee withdrew the same, and your trustee next offerred at public auction to the highest bidder all that lot or parcel of land with the improvements thereon, containing seven and eighty-five hundredths (7.85) acres, more or less, which is laid down and described on the aforesaid plat and certificate of survey as Lot No.Two (2) whereupon your trustee received a bid of only twenty-five dollars, for said lot, and your trustee withdrew the same, and your trustee then offerred as a whole, at public auction to the highest bidder, the aforesaid Lot No.One (1) containing one and sixty hundredths (1.60) acres, more or less, and said Lot No.Two (2) containing seven and eighty-five hundredths (7.85) acres, more or less, whereupon Thomas J. Sterling and Charles J. Betts,

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of said Somerset County, being the highest and best bidders for said Lot No.One (1) as Lot No. Two (2) became the purchasers thereof, at and for the sum of Three Hundred Dollars ($300.00) all of which they have paid in cash.

Your trustee next offerred at public sale to the highest bidder all that lot or parcel of land containing three and sixty-five hundredths (3.65) acres, more or less, which is laid down and described on the aforesaid plat and certificate of survey as Lot No.Four (4) together with the marsh lying between said lot and Apes Hole Creek, whereupon William E. Ward of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Sixty Dollars ($60.00) all of which he has paid in cash.

And your trustee further reports that at the time of advertising said sales, he gave notice to the creditors of the said Horatio B. Somers 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 sales.

Respectfully submitted,

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this day of October in the year nineteen hundred and thirty-two before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee 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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4049 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
Silas E. Sterling and others.	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 11th day of October nineteen hundred and thirty-two, 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 19th day of November 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 14th day of November next.

The report states the amount of sales to be $360.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 25th day of November in the year nineteen hundred and thirty-two came again into Court here the said complainant by his solicitor aforesaid and on motion of the said complainant as 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.4049 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
Silas E. Sterling and others.	)	

Ordered by the Circuit Court for Somerset County this 25th day of November nineteen hundred and thirty-two, 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 sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

Robert F. Duer, Judge.

And 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.

""

I. Samuel Lawson	)	Be it remembered that heretofore,
Vs.	)	to wit, on the 19th day of May, in
Silas E. Sterling and others.	)	the year nineteen hundred and twen-
No.4050 Chancery.	)	ty-eight, a certain I. Samuel
	)	Lawson, by Clarence P. Lankford,

his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, which said bill of complaint is in the words following, to wit:

I. Samuel Lawson	)	
Vs.	)	No.4050 Chancery
Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling.	)	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 I. Samuel Lawson of Somerset County, in the State of Maryland, who sues as well for himself and for all other creditors of William Carter Sterling, late of Somerset County, in the State of Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That your orator was an undertaker, and as such furnished a coffin and incurred other necessary expenses in the burial of the said William Carter Sterling, and also conducted the funeral of the said William Carter Sterling, which funeral expenses amounted to the sum of one hundred and ninety-five dollars, as will more fully appear by reference to a copy of said account, herewith filed as a part of this bill, marked Exhibit "A".

Second. That the said William Carter Sterling being so indebted unto your orator, and also unto divers other persons, and leaving no personal estate of any value, and upon which no administration has ever been granted, but leaving real estate of considerable value in Asbury District Somerset County, in the State of Maryland, departed this life on or about the sixth day of April, in the year nineteen hundred and twenty-eight, leaving a last will and testament, dated the sixth day of January in the year nineteen hundred and twenty-five, 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, a duly certified copy of which said last will and testament is herewith filed, as a part of this bill, marked Exhibit "B".

THIRD. That by said last will and testament the said William Carter Sterling devised and bequeathed his estate as follows, "I give to my son, S. E. Sterling and Mary C. Sterling, my daughter in law (his wife) the sum of five dollars per week from the 10th day of November 1924, until the day of my death, and after my just debts and funeral expenses are paid, I give and bequeath the rest of my property wheresoever situated to be divided among my six children and their heirs," that the six children of the said William Carter Sterling, as well as the only heirs at law of the said William Carter Sterling, are the defendants, Silas E. Sterling, Horatio B. Sterling Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling,all of whom are above the age of twenty-one years, and all of whom reside in said Somerset County, in the State of Maryland, except the said Dollie Ashmead, who resides in the City of Baltimore, in said State of Maryland.

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Fourth: That no administration was ever had on the personal estate of the said William Carter Sterling, and that the same is not sufficient to discharge the costs of administration and the debts due and owing by the said William Carter Sterling 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 taken and considered under the laws of the State of Maryland as the debt of the said William Carter Sterling, deceased, and that your orator is entitled to have the said real estate sold for the payment of the claim of your orator and the claimsof the other creditors of the said deceased, but your orator is unable to obtain adequate relief or have said real estate sold without the aid of this Honorable Court.

To the end therefore.

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the aforesaid real estate or so much thereof as may be necessary may be decreed to be sold for the payment of the claim of your orator and of the other creditors of the said deceased, according to their legal priorities.

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

May it please your Honors to grant unto your orator the writ of the State of Maryland of subpoena directed to the said Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Thomas J. Sterling and George L. Sterling, all of Somerset County, in the State of Maryland, and also the writ of the State of Maryland of subpoena directed to the said Dollie Ashmead of Baltimore City, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

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

Crisfield, Md., May 18th, 1928.

Estate of William Carter Sterling,

To I. S. Lawson, Dr.,

Funeral Director and Embalmer. Phone 120.

April 8th, 1928.

Casket for the late W. C. Sterling, Deceased	$135.00	
Embalming----------	15.00	
Burial Suit - ----------	10.00	
Vault opening and closing grave,	35.00	$195.00.

Exhibit "B" referred to in the foregoing Bill as follows:

I, Wm. C. Sterling of Somerset County, Maryland, being of good health of body and sound and disposing mind memory, and being desirous of settling my worldly affairs while I have strength and capasity so to do, do make publish, and declare, this my 1st will and testament, that is to say:

First I give to my son, S. E. Sterling and Mary C. Sterling,my daughter-in-law (his wife) the sum of five dollars ($5.00) per week, from the tenth day of Nov. 1924, until the day of my death, and after my just debts and funeral expenses are paid, I give and bequest the rest of my property wheresoever situated to be divided, among my six children or their heirs.

I constitute and appoint my son, S. E. Sterling to be executor of this my last will and testament hereby revoking all others wills and codiciles by me heretofore made, and is is my desire that my son, S. E. Sterling, be excused from giving bond other than required by law.

In testimony whereof I hereunto subscribe my name and affix my seal this 2nd day of January,

nineteen hundred and twenty-five.

W. C. Sterling,Seal.

Signed, sealed and published and declared by the above named Testators 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 hereunto subscribe, our names as witness.

Frederick Sterling

William B. Maddox.

April 17th, 1928.

Somerset County, to wit:

Then came Silas E. 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 Wm. C. Sterling, late of Somerset County, deceased, that hath come to his hands or possession, and that he doth not know of any other that the same was delivered to Frederick Sterling by the Testator and was in his safe deposit box at the time of his death.

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

Somerset County, to wit: April 17th, 1928.

Then came Frederick Sterling and William B. Maddox the subscribing witnesses to the foregoing last will and testament of Wm. C. 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, and in the presence of the other subscribing witness thereto.

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 Wm. C. Sterling, late of Somerset County, deceased, together with the codicil thereunto attached, and also the evidence adduced as to its validity, orders and decrees this seventeenth day of April 1928, that the same be admitted to this Court as the true and genuine last will and testament of the said Wm. C. 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 April 17th, 1928, and recorded in Liber L.R.No.32, folio 535-36.

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 William C. Sterling, late of said county, deceased, and of the order of Court admitting the same to probate taken from Liber L.R.No.32, folio 535-36, 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 nineteenth day of May, in the year of our Lord nineteen hundred and twenty-eight.

Seal of Court

Florence 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 Dollie Ashmead, 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 June next to answer the complaint of I. Samuel Lawson 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 19th 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 Silas E. Sterling, Horatio B. Sterling, Hettie O.Sterling, Thomas J. Sterling, George L. 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 June next to answer the complaint of I. Samuel Lawson 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 19th day of May Anno Domini 1928.

Per order, Geo. W. Lawson, Clerk.

At which said first Monday in June 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 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 and a copy of the process left with the defendant,

John E. Potee, Sheriff.

And at the same time also the Sheriff of Somerset County to whom the second writ is directed also came and made return thereof to the Court here in the words following, to wit:

And thereafter to wit, on June 13th, 1928, the following Answer of Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling was filed:

I. Samuel Lawson	)	
Vs.	)	No.4050 Chancery
Silas E. Sterling, Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling.	)	In the Circuit Court
	)	For Somerset County,
	)	Maryland.

The answer of Horatio B. Sterling, Hettie O. Sterling, Dollie Ashmead, Thomas J. Sterling and George L. Sterling, to the bill of complaint against them and another, in the above cause exhibited, respectfully shows:

First: That these respondents admit the allegations set forth in the first and second paragraphs of said bill of complaint.

Second: Answering the third paragraph of said bill of complaint, these respondents say that the bequest in the said will of the said William Carter Sterling of the sum of five dollars per week from the tenth day of November, nineteen hundred and twenty-four until the date of the death of the said William Carter Sterling, is not a charge upon the real estate of the said Wm. Carter Sterling, and that the proceeds from the sale of the real estate of which the said William

Carter Sterling died seized, after the payment of the debts of the said William Carter Sterling, should be distributed equally among these respondents and the said Silas E. Sterling, who are the only children and heirs at law of the said William Carter Sterling.

Third: These respondents admit the matters and facts set forth in the fourth paragraph of said bill of complaint.

And having fully answered said bill of complaint these respondents pray that they be hence dismissed with their proper costs.

Miles & Myers,
Attorneys for Defendants.

On July 9th, 1928, the following Answer of Silas E. Sterling, Executor of William Carter Sterling deceased, was filed:

I. Samuel Lawson	)	No.4050 Chancery
Vs.	)	In the Circuit Court
Silas E. Sterling and others.	)	For Somerset County.
	)	

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

The answer of Silas E. Sterling, Executor of the last will and testament of William Carter Sterling, deceased, to the Bill of Complaint against him and others in the above cause exhibited respectfully shows:

That he admits that he is the Executor of the last will and testament of the said William Carter Sterling, deceased and he further admits that the personal estate of the said William Carter Sterling, deceased, is not sufficient to pay the debts due and owing by the said William Carter Sterling, and he hereby consents, to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.,

Fred N. Holland

his
Silas E. Sterling,
mark
Executor of William Carter Sterling, deceased.

On July 9th, 1928, the following answer of Silas E. Sterling was filed:

I. Samuel Lawson	)	No.4050 Chancery
Vs.	)	In the Circuit Court
Silas E. Sterling and others.	)	For Somerset County.
	)	
	)	

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

The answer of Silas E. Sterling to the Bill of Complaint against him and others in the above cause exhibited, respectfully shows:

That he 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.,

Fred N. Holland

his
Silas E Sterling, Defendant.
mark

And thereafter to wit, on the 9th day of July in the year nineteen hundred and twenty-eight, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

I. Samuel Lawson	)	No.4050 Chancery
Vs.	)	In the Circuit Court
Silas E. Sterling 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 since the filing of the bill of complaint in the above entitled cause, letters testamentary have been granted by the Orphans Court for Somerset County, on the personal estate of

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the said William Carter Sterling, to Silas E. Sterling, the Executor named in the said last will and testament of the said William Carter Sterling.

And your petitioner prays your Honors that the said Silas E. Sterling, Executor of the last will and testament of the said William Carter Sterling, deceased, be made a party defendant in the above cause.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Upon the foregoing petition it is this 9th day of July, nineteen hundred and twenty-eight, by the Circuit Court for Somerset County, ordered that the said Silas E. Sterling, Executor of the last will and testament of William Carter Sterling, deceased, be made a party defendant in the above cause.

Robert F. Duer, Judge.

And thereafter to wit, on the 6th day of September in the year nineteen hundred and thirty-two the Circuit Court here passed the following decree in the premises to wit:

I. Samuel Lawson	)	In Equity, In the Circuit Court
Vs.	)	For Somerset County,
Silas E. Sterling and others.	)	No.4050 Chancery.
	)	

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

It is thereupon this 1st day of September in the year nineteen hundred and thirty-two, 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 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 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 uder 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 William Carter Sterling 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 Clarence P. Lankford, Trustee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Clarence P. Lankford, as principal and Lorie C. Quinn, Sr., and Edward P. Wyatt as 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 current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of September in the year nineteen hundred and thirty-two.

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 suit of I. Samuel Lawson against Silas E. Sterling and others, the same being No.4050 on the Chancery docket of said Court, and whereas the said Clarence P. Lankford, is about to enter upon the execution of said trust.

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

Witness: Benson W. Sterling

Clarence P. Lankford (SEAL)
Lorie C. Quinn, Sr., (SEAL)
Edward P. Wyatt (SEAL)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 26th day of September in the year nineteen hundred and thirty-two.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 11th day of October, in the year nineteen hundred and thirty-two, the said Trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed are in the words, following, to wit:

I. Samuel Lawson	)	No.4050 Chancery
Vs.	)	In the Circuit Court
Silas E. 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 first day of September in the year nineteen hundred and thirty-two, 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, before the day of sale of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times," a newspaper published in Somerset County, he did, pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday, the first day of October in the year nineteen hundred and thirty-two, at or about the hour of 2.45 o'clock P.M. and then and there proceeded to sell said real estate the same being

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the real estate of which William Carter Sterling and Priscilla Sterling his wife, 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 with the improvements thereon, situate, lying and being in Asbury District, Somerset County, in the State of Maryland, containing seven and eighty-five hundredths (7.85) acres, more or less, which is laid down and described as Lot No.Three (3) on a plat and certificate of survey made by Samuel F. Miles, Surveyor of Somerset County, which said plat and certificate of survey is filed herewith as a part of this report, together with the marsh land between said lot and Apes Hole Creek, whereupon Thomas J. Sterling and Charles J. Betts of said Somerset County, being the highest and best bidders therefor at and for the sum of Three Hundred Dollars ($300.00) all of which they have paid your trustee in cash.

Your trustee next offerred at public sale to the highest bidder, all that lot or parcel of land in said Asbury District, County and State aforesaid, containing five (5) acres of land, more or less, being the same and all the real estate and premises conveyed unto the said William Carter Sterling in a deed of partition between the heirs at law of William H. Sterling, deceased, bearing date the twenty-second day of August in the year nineteen hundred and ten, and recorded among said Land Records in Liber S.F.D.No.54, folio 464 etc., whereupon William E. Ward of said County, being the highest and best bidder therefor became the purchaser thereof at and for the sum of one hundred and five dollars ($105.00) all of which he has paid in cash.

And your trustee further reports that at the time of advertising said sales, he gave notice to the creditors of the said William Carter Sterling 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 sales.

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 11th day of October nineteen hundred and thirty-two before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee, 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:

I. Samuel Lawson	)	
		No.4050 Chancery
Vs.	)	
		In the Circuit Court
Silas E. Sterling and others.	)	
		For Somerset County.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 11th day of October nineteen hundred and thirty-two 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 19th day of November 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 14th day of November next.

The report states the amount of sales to be $405.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 25th day of November in the year nineteen hundred and thirty-two, 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:

I. Samuel Lawson	)	
Vs.	)	No.4050 Chancery
Silas E. Sterling and others.	)	In the Circuit Court
	)	For Somerset County.

Ordered by the Circuit Court for Somerset County this 25th day of November nineteen hundred and thirty-two, that the sales of property mentioned in these proceedings, made and reported by ClarenceP. Lankford, trustee appointed by a decree of this Court to make said sales, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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.

""

Clarence P. Lankford, Ex parte.	)	Be it remembered that hereto-
Trust created by mortgage from Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, and assigned by the said Emma D. Laird to Clarence P. Lankford, for the purpose of foreclosure.	)	fore to wit, on the 21st day
	)	of October, in the year nine-
No.4446 Chancery,	)	teen hundred and thirty-two,
	)	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 Emma D. Laird by a certain Austin P. Ward and Cornelia A. Ward, his wife of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this thirteenth day of October, in the year nineteen hundred and sixteen, by Austin P. Ward and Cornelia A. Ward, his wife, of Somerset County, in the State of Maryland, whereas, the said Austin P. Ward and Cornelia A. Ward, his wife, have this day borrowed from Emma D. Laird, of County and State aforesaid, the sum of Six Hundred Dollars ($600.00) and have executed and delivered unto the said Emma D. Laird their bill obligatory for said sum of Six Hundred Dollars ($600.00) dated evenly herewith, payable five years after date, with interest from date, which said interest is to be paid annually, which said sum of Six Hundred dollars ($600.00) has been advanced by the said Emma D. Laird to enable the said Austin P. Ward and Cornelia A. Ward, his wife, to pay the purchase price of their new homestead located in the City of Crisfield, County and State aforesaid, and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said Austin P. Ward and Cornelia A. Ward, 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 Austin P. Ward and Cornelia A. Ward, his wife, have granted and by these presents do grant and convey unto the said Emma D. Laird, her heirs and assigns, all that lot or parcel of land situate, lying and being in the City of Crisfield, County and State aforesaid, and described as follows: All that lot or parcel of land which is laid down and described as Lot No.Eighteen (18) on the plat made by J. Watson Thompson, Surveyor, which said plat has been filed among the Land Records of Somerset County, with Deed from Howard L. Edmunds, Attorney, to Ira T. Todd, and being the same lot and parcel of land which was conveyed to Austin P. Ward by deed bearing date the first day of August, in the year nineteen hundred and fourteen, by Howard L. Edmunds, Attorney, duly recorded among the aforesaid Land Records in Liber W.J.S.No.67, folio 173, to which said deeds, plat and the records aforesaid, and to all the references in each of them contained, special reference is here made for a more accurate

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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, 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 Austin P. Ward and Cornelia A. Ward, 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, her personal representatives or assigns, or John B. Robins, her Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be nedessary 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 Six 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 heirs, 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 B. Robins. Austin P. Ward (SEAL)

Cornelia A. Ward (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this thirteenth day of October, in the year nineteen hundred and sixteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, residing in Crisfield, personally appeared Austin P. Ward and Cornelia A. Ward, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be act and deed, and at the same time and place also personally appeared before me Emma D. Laird, 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 subscribe my name and affix my Notarial Seal the day and year last aforesaid.

Seal of Notary John B. Robins, Notary Public.

Received for record October 17th, 1916, and recorded in Liber W.J.S.No.72, folio 138 &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 27th day of September, in the year nineteen hundred and thirty-two.

Witness: Roscoe Nickens. Emma D. Laird (SEAL)

Filed for record October 21st, 1932, and recorded in Liber W.J.S.No.72, folio 138,

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, as principal, and Lorie C. Quinn, Sr., and Edward P. Wyatt, as 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 Two Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by the se presents, sealed with our seals, and dated this 18th day of October, in the year nineteen hundred and thirty-two.

Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, dated the thirteenth day of October, in the year nineteen hundred and sixteen, and recorded among the Land Records of said Somerset County, in Liber W.J.S.No.72, folio 138 etc., (which said mortgage has been assigned by the said Emma D. Laird to the said Clarence P. Lankford, for the purpose of foreclosure, by assignment duly recorded among Land Records of said Somerset County(is authorized upon default to sell the real estate in said mortgage mentioned and conveyed, and whereas,

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default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford, Assignee as aforesaid for the purpose of foreclosure, is about to exercise the power of sale in said mortgage and said assignment contained by a sale of said real estate.

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 assignment, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Clarence P. Lankford (SEAL)

Benson W. Sterling. Lorie C. Quinn, Sr., (SEAL)

Edward P. Wyatt (SEAL)

Filed for record October 21st, 1932, and recorded in Liber G.W.L.No.5, folio 150.

Test: J. Millard Tawes, Clerk.

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 21st day of October, nineteen hundred and thirty-two.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte.	)	
	)	No.4446 Chancery.
Trust created by mortgage from Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, and assigned by the said Emma D. Laird 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 of a mortgage from Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, bearing date the thirteenth day of October, in the year nineteen hundred and sixteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.72, folio 138 etc, (which said mortgage has been duly assigned by the said Clarence P. Lankford for the purpose of foreclosure, by assignment duly recorded among said Land Records) and duly authorized by said mortgage and assignment thereof (default having occurred in the covenants and conditions of said mortgage) to sell the real estate in said mortgage described 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 the assignment thereof, 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 22nd day of October, in the year nineteen hundred and thirty-two, 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 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 Winfall Avenue, which is laid down and described as Lot No. Eighteen (18) on a plat made by J. Watson Thompson, Surveyor, and filed with, and as a part of, a deed from Howard L. Edmunds, Attorney, to Ira T. Todd bearing date the first day of August, in the year nineteen hundred and fourteen, and recorded among said Land Records in Liber W.J.S.No.

67, folio 77 etc., and is all the real estate and premises conveyed unto the said Austin P. Ward by the said Howard L. Edmunds, Attorney, bearing date the first day of August, in the year nineteen hundred and fourteen, and recorded among said Land Records in Liber W.J.S.No.67, folio 173 etc., and is also fully described in said mortgage, whereupon Emma D. Laird, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Eight Hundred and Twenty-five dollars ($825.00).

And your Assignee has distributed the proceeds if said sale, as follows:

To the whole amount of sales.----------		$825.00
By costs and expenses:		
State and County taxes,----------	$61.45	
Crisfield municipal taxes,----------	46.38	
Advertising sale and order nisi,----------	27.50	
Auctioneer,----------	3.00	
Insurance permits,----------	2.00	
Clerk's fees including record----------	12.00	
Solicitor,----------	10.00	
Commissions.----------	61.50	
Balance of this fund to Emma D. Laird, mortgagee, per mortgage filed in this cause,----------	601.17	$825.00

Statement of mortgage debt due Emma D. Laird, mortgagee, per mortgage filed in this cause.

Amount of mortgage debt October 13th, 1926,----------	$600.00
Interest from October 13th, 1913, to October 22nd, 1932,----------	216.90
Total amount due October 22nd, 1932,----------	$816.90
Less amount realized as above,----------	601.17
Balance due on said mortgage debt,----------	$215.73

And your Assignee prays the ratification of his said proceedings, and the sale and distribution by him made.

Respectfully submitted,

Clarence P. Lankford,
Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of October, in the year nineteen hundred and thirty-two, 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 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, Ex parte.	)	
	)	No.4446 Chancery
Trust created by mortgage from Austin P. Ward and Cornelia A. Ward, his wife, to Emma D.Laird and assigned by the said Emma D. Laird to Clarence P. Lankford, for the purpose of foreclosure.	)	In the Circuit Court
	)	For Somerset County.
No.4446 Chancery.	)	
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 28th day of October, in the year nineteen hundred and thirty-two, 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 Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, 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 1st day of December, next, provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of

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three successive weeks before the 28th day of November, next.

The report states the amount of sales to be $825.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 24th day of October, in the year nineteen hundred and thirty-two, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order, to wit:

Clarence P. Lankford, Ex-parte.	)	No.4446 Chancery,
Trust created by mortgage from Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, and assigned by the said Emma D. Laird to Clarence P. Lankford, for the purpose of foreclosure.	)	In the Circuit Court
	)	For Somerset County,
	)	

Ordered by the Circuit Court for Somerset County, this 24th day of October, in the year nineteen hundred and thirty-two, 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 Austin P. Ward and Cornelia A. Ward, his wife, to Emma D. Laird, 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 thereof 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.

"""

John B. Robins, Ex Parte.	)	Be it remembered that heretofore to
Under trust created by mortgage from John W. Sterling and Mary C. Sterling, his wife, to the Marine Bank of Crisfield, a corporation, Mortgagee.	)	wit, on the 11th day of October, in
	)	the year nineteen hundred and thirty-
No.4443 Chancery.	)	two, 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 Marine Bank of Crisfield, a body corporate, by John W. Sterling and Mary C. Sterling, his wife of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 17th day of June, in the year nineteen hundred and twenty-five by John W. Sterling and Mary C. Sterling, his wife, of Somerset County, in the State of Maryland, Whereas, the said John W. Sterling and Mary C. Sterling, 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 fifteen hundred dollars ($1500.00) and have executed and delivered unto the said "The Marine Bank of Crisfield," a body corporate as aforesaid, their promissory note for said sum of Fifteen Hundred Dollars ($1500.00) dated evenly herewith, payable to the said "The Marine Bank of Crisfield," a body corporate as aforesaid, one year after date, with interest from date, which said interest is to be paid every four months from date, and whereas, for the purpose of further securing the payment of said sum of money, with interest and payable as aforesaid, the said John W. Sterling and Mary C. Sterling, his wife, have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said John W. Sterling and Mary C. Sterling, his wife, have granted and by these presents do grant and convey unto the said "The Marine Bank of Crisfield," a body corporate as aforesaid, its successors and assigns, all those lots or parcels of land situate, lying and being in the Town of Crisfield, Somerset County, and State of Maryland, on

the Easterly side of N. Somerset Avenue, and described as follows:

1st. Being Lot Number Three (3) of a plat made by Gordon T. Whelton, County Surveyor, bearing date the 28th day of June, 1912, for the heirs of Sallie R. Sterling, deceased, which plat was filed with deed of partition between Ella F. Crockett, John S. Sterling and wife, James R. Sterling and wife, George V. Sterling and wife, and Isaac T. Sterling and wife, duly of record among the Land Records of Somerset County, in Liber S.F.D.No.60, folio 98 etc.,

2nd. Being Lot Number Two (2) of said plat, the same being all the real estate and premises conveyed unto Mary C. Sterling by Oliver P. Gibson and wife by deed bearing date the 9th day of April, 1920, recorded among the aforesaid Land Records, in Liber W.J.S.No.86, folio 594 etc., except so much of the aforesaid mentioned and described real estate which has since been conveyed by the said John W. Sterling and Mary C. Sterling, his wife, to Emma F. Hodges, by deed bearing date the 3rd day of April, 1925, recorded among the aforesaid land records, in Liber W.J.S. No.91, folio 496 etc., to which said plat, deeds and records special reference is here made for a more accurate description of the land and premises hereby mortgaged.

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

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

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said promissory note and shall perform all the covenants herein on 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 John W. Sterling and Mary C. Sterling, his wife, mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, 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 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 pow-

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ers 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 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 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: F. Douglas Sears.

his
John W. X Sterling (SEAL)
mark
Mary C. Sterling (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of June, in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared John W. Sterling and Mary C. Sterling, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me, Gordon T. Atkinson, President of "The Marine Bank of Crisfield," mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and the said Gordon T. Atkinson further made oath as aforesaid, that he is President of "The Marine Bank of Crisfield," mortgagee, and its duly authorized agent for the purpose of making this affidavit.

As witness my hand and Notarial Seal.

Seal of Notary. F. Douglas Sears, N.P.

Received for record June 18th, 1925, and recorded in Liber W.J.S.No.89, folio 190 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said John B. Robins, Attorney 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 Three 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 and successors jointly and severally firmly by these presents, sealed with our seals and dated this 12th day of October, nineteen hundred and thirty-two.

Whereas, by a mortgage dated the seventeenth day of June in the year nineteen hundred and twenty-five from John W. Sterling and Mary C. Sterling, his wife, to the Marine Bank of Crisfield, the above bound John B. Robins was made agent, or Attorney, of the mortgagors to sell the property mortgaged in case of default in the payment of the Mortgage debt, and whereas default has been made in the payment of the mortgage debt, thereby secured, and mortgagee has requested the Attorney aforesaid to sell the property named in the mortgage.

Now, the condition of this obligation is such, that if the above bound 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: Rachel M.Jones.

John B. Robins, (SEAL)

United States Fidelity & Guaranty Company.

Corporate Seal.

By Frederick E. Gardner, Attorney in Fact.

Filed for record October 18th, 1932, and recorded in Liber G.W.L.No.5, folio 148,

J. Millard Tawes, Clerk.

Which said bond was thus thereon endorsed, to wit:

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 15th day of November, in the year nineteen hundred and thirty-two, 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 B. Robins, Ex Parte.	)	No.4443 Chancery.
Trust created by Mortgage from John W. Sterling and Mary C. Sterling, his wife, to The Marine Bank of Crisfield, a corporation.	)	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 John W.Sterling and Mary C. Sterling, 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 covenants and conditions of said mortgage, the said mortgage bearing date the 17th day of June, in the year nineteen hundred and twenty-five, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.89, folio 190 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, November 12, 1932, 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:

First: Being all that lot or parcel of land situate, lying and being on the easterly side of North Somerset Avenue, in Crisfield, District, Somerset County, Maryland, and being known as Lot No.Three (3) on the plat made by Gordon T. Whelton, County Surveyor, bearing date the 28th day of June, in the year nineteen hundred and twelve, for the heirs of Sallie R.Sterling, deceased, which said plat was filed with deed of partition between Ella F. Crockett, John

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S. Sterling and wife, James R. Sterling and wife, George V. Sterling and wife, and Isaac T. Sterling and wife, duly of record among the Land Records of Somerset County, Maryland, in Liber S.F.D.No.60, folio 98 etc., and being the same real estate and premises conveyed unto Mary C. Sterling by George V. Sterling and Hattie O. Sterling, his wife, by deed bearing date January 10, 1914, and recorded in the aforesaid Land Records in Liber S.F.D.No.65, folio 510 etc.,

Second: Being all that lot or parcel of land situate, lying and being on the Easterly side of North Somerset Avenue, in said Crisfield District, Somerset County, Maryland, and being known as Lot No.Two (2) on the said Plat, and being all the real estate conveyed unto the said Mary C. Sterling by Oliver P. Gibson and wife by deed bearing date the 9th day of April, in the year nineteen hundred and twenty, and recorded among the aforesaid Land Records in Liber W.J.S.No.86, folio 594 etc., except so much thereof as has since been conveyed unto Emma F. Hodges by the said John W. Sterling and Mary C. Sterling, his wife, by deed bearing date the third day of April, nineteen hundred and twenty-five, and recorded among the aforesaid Land Records in Liber W.J.S.No.91, folio 496 etc., which said deed contains a right of way to the said Emma F. Hodges, her heirs and assigns, and to the said Mary C. Sterling, her heirs and assigns, over a ten foot driveway separating the land of Emma F. Hodges and Mary C. Sterling, five feet of said driveway being owned by the said Emma F. Hodges and five feet of said driveway being owned by Mary C. Sterling, as will more fully appear by reference to the aforesaid deed from John W. Sterling and Mary C. Sterling, his wife, to the said Emma F. Hodges,

The aforesaid property is improved by a comfortable dwelling house and garage.

And the said attorney named in said mortgage as aforesaid, sold the same to Olin L. Daugherty and Carrie B. Daugherty, his wife, as tenants by the entireties, at and for the sum of Thirty-one Hundred Dollars ($3100.) and the said purchasers have 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 12th day of November, 1932, 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 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.4443 Chancery
Under trust created by mortgage from John W. Sterling and Mary C. Sterling, his wife, to the Marine Bank of Crisfield, a corporation, mortgagee.	)	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 15th day of November 1932, 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 16th day of December, 1932, 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 13th day of December, 1932.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 24th day of December, in the year nineteen hundred and thirty-two comes again into Court here the said Attorney and on motion of the said Attorney, 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 December, 1932, 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 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.

Gordon Tull, Assignee, Ex Parte under a mortgage from William A. Nichols and Elvirah Nichols, his wife, to Frank L.Porter and Harcourt Pusey. No.4447 Chancery.	)))))	Be it remembered, that heretofore to wit, on the 25th day of October, in the year nineteen hundred and thirty-two, a certain Gordon Tull, of Somerset County, and State of Maryland, in his proper person ex-

hibited and filed in the Circuit Court here a certain mortgage executed and delivered to Frank L. Porter and Harcourt Pusey from a certain William A. Nichols and wife of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 28th day of March, in the year nineteen hundred and twenty-one, by William A. Nichols and Elvirah Nichols are indebted to Frank L. Porter and Harcourt Pusey, of said State and County, in the sum of Thirty-five Hundred Dollars for a part of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said William and Elvirah for said sum, dated evenly herewith, payable to the said Frank L. Porter and Harcourt Pusey in the following instalments, namely, five hundred dollars on the 1st day of January, 1922, with interest on the whole thirty-five hundred dollars from the date hereof, and the residue if three thousand dollars in six equal annual instalments from the 1st day of January 1922, with interest from the 1st day of January, 1922, payable annually from the 1st day of January 1922, in which said bill obligatory the said William and Elvirah have reserved the right to pay the entire principal at any interest paying period, and whereas for the purpose of further securing the payment of said sum of thirty-five hundred dollars with interest as aforesaid, this mortgage is executed.

Now therefore this Mortgage witnesseth that for and in consideration of the premises, the said William A. Nichols and Elvirah Nichols, his wife, do grant and convey unto the said Frank L. Porter and Harcourt Pusey, as tenants in common, their heirs and assigns, all that farm or tract of land in East Princess Anne District, Somerset County, Maryland, which was conveyed to the said William A. Nichols and Elvirah Nichols by the said Frank L. Porter and wife and Harcourt Pusey and wife by deed dated the day of March, 1921, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, containing one hundred acres, more or less, and being the same and all the land which was conveyedto the said Frank L. Porter and Harcourt Pusey by H. Fillmore Lankford, Attorney, and Daniel Schierholt and wife by deed dated the 11th day of March, recorded among the land records of said county, lying on the new county road leading from Princess Anne to Dublin, to which said deeds and all the references in said deeds contained, reference is hereby made for full and accurate description of the land hereby conveyed.

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Together with all the buildings and improvements upon said parcel of land, and all the rights, privileges, advantages and appurtenances to the same belonging or in anywise appertaining.

And the said William A. Nichols and Elvirah Nichols covenant to and with the said Frank L. Porter and Harcourt Pusey, their heirs and assigns, that they will not cut or remove or permit to be cut or removed without the written consent of the mortgagees, their heirs or assigns, any merchantable timber from said land except so much as may be necessary for the purposes of the said farm, until twelve hundred and fifty dollars shall have been paid on account of the principal of the mortgage debt.

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 William A. Nichols and Elvirah Nichols 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 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 thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid, the said mortgagees are hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required to pay for such insurance shall 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: J. Frank Miles.

William A. Nichols (SEAL)
her
Elvirah X Nichols (SEAL)
mark

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 28th day of March, in the year nineteen hundred and twenty-one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared William A. Nichols and Elvirah Nichols, 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 Frank L. Porter and Harcourt Pusey, 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.

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

J. Frank Miles, J.P.

Received for record March 28th, 1921, and recorded in Liber W.J.S.No.82, folio 424, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT:

For value received, we, Frank L. Porter and Harcourt Pusey, do hereby assign the above and within mortgage to Gordon Tull for the purpose of foreclosure.

Witness our hands and seals this 25th day of October, 1932.

Test: Lee L. Hayman.

Frank L. Porter (SEAL)
Harcourt Pusey (SEAL)

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 Frank L. Porter and Harcourt Pusey, sureties, all of Somerset County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars ($4000.00) 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 25th day of October, in the year 1932.

Whereas the above bounden, Gordon Tull, by virtue of the power contained in a mortgage from William A. Nichols and wife to Frank L. Porter and Harcourt Pusey, dated March 28th, 1921, and duly recorded in Liber W.J.S.No.82, folio 424 etc., and assigned to said Gordon Tull for the purpose of foreclosure, is about to execute the trust reposed in him by said mortgage (default having occurred under the covenants therein).

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November Term, 1932.

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 above written.

Test: Lee L. Hayman.

Frank L. Porter (SEAL)
Harcourt Pusey (SEAL)
Gordon Tull (SEAL)

Which said bond was thus thereon endorsed to wit:

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 22nd day of November, in the year nineteen hundred and thirty-two, 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, Ex-Parte,	)	
		No.4447 Chancery,
Under a Mortgage from Wm. A. Nichols and Elvirah Nichols, his wife, to Frank L. Porter and Harcourt Pusey.	)	In the Circuit Court
	)	For Somerset County.
	)	
	)	

To the Honorable the Judges of said Court:

The Report of Gordon Tull, Assignee under a power in a Mortgage from Wm. A. Nichols and Elvira Nichols, his wife, to Frank L. Porter and Harcourt Pusey, dated March 28th, 1921, and recorded in Liber W.J.S.No.82, folios 424 etc., to make sale of certain real estate therein mentioned, respectfully represents:

That after giving Bond with security for the Faithful performance of the trust reposed in him by said mortgage, and having complied with all the other requisites, as required by law and the said mortgage, and given notice of the time, place, manner and terms of sale by a 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-one successive days, before the said sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Somerset County, Md., on Tuesday November 22nd, 1932, at the hour of two-thirty o'clock P.M., and then and there proceeded to sell said property in manner following, that is to say:

Your assignee and trustee offered at public sale to the highest bidder, for cash, the property mentioned in said mortgage, situated in East Princess Anne District, Somerset County, Maryland formerly owned by Wm. A. Nichols and wife and by them sold to Mr. Barrow subject to this mortgage, and where said Barrow now resides, which farm was conveyed to said Wm. A. Nichols and wife by Frank L. Porter and wife and Harcourt Pusey and wife by deed duly recorded among the land records of Somerset County, to all of which said deeds and mortgage, for a fuller description of the property hereby sold, reference is here made and they are hereby made a part hereof. Which said farm contains one hundred acres of land more or less, and lies on the new county road leading from Princess Anne to Dublin, and was deeded to said Frank L. Porter and Harcourt Pusey by H. Fillmore Lankford.

And your Assignee and Trustee sold the above described property to Frank L. Porter and Harcourt Pusey being then and highest and best bidders therefor, at and for the sum of Five Hundred ($500.00) Dollars, and all the terms of the said sale have been complied with.

And the said property having sold for less than the amount of the indebtedness against it with costs of sale, your Assignee prays your honor to ratify the distribution of the proceeds of sale made herein, together with the said report of sale: Viz:

November Term, 1932.

Whole amount of Mortgage indebtedness with interest,		$2290.00
Whole amount of costs of sale, including advertising		135.72
		$2425.72
Taxes and Court costs, Solicitor, Auctioneer, etc.,	$135.72	
Whole amount of proceeds of sale,	500.00	500.00
Balance unpaid and still due		$1925.72

Respectfully submitted,

Gordon Tull, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of November, in the year, 1932 before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, Assignee under the said mortgage, 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 sale was fairly made.

Sworn before,

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.

Gordon Tull, Assignee, Ex parte.	)	No.4447 Chancery,
Under a Mortgage from William A.Nichols and Elvirah Nichols, his wife, to Frank L. Porter and Harcourt Pusey.	)	In the Circuit Court
	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 22nd day of November, 1932, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds thereof made and reported by Gordon Tull, Assignee of the above mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of December, 1932, provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, Md., once in each of three successive weeks before the 20th day of December, next.

The report shows the amount of sales to be $500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 29th day of December, in the year nineteen hundred and thirty-two, comes again into Court here the said Assignee, and on motion of the said Assignee, the Court here passed the following order, to wit:

Gordon Tull, Assignee, Ex-parte.	)	No.4447 Chancery
Under a Mortgage from William A.Nichols and Elvirah Nichols his wife, to Frank L. Porter and Harcourt Pusey.	)	In the Circuit Court
	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 29th day of December,1932, that the sale made and the distribution of the proceeds thereof reported by Gordon Tull, Assignee as aforesaid, under the 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 this cause, and the said 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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November Term, 1932.

L. Creston Beauchamp,	)	Be it remembered that hereto-
Ex Parte.	)	fore, to wit, on the 5th day
Trust created by mortgage from Alvin Parks and Ruth Parks, his wife, to The Del-Mar-Va Mortgage Company.	)	of August, in the year nineteen
	)	hundred and thirty-two, a cer-
No.4422 Chancery.	)	tain L. Creston Beauchamp of
		Somerset County and State of

Maryland exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to The Del-Mar-Va Mortgage Co., by a certain Alvin Parks and Ruth Parks, his wife, of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this eleventh day of May, in the year nineteen hundred and twenty-nine, by Alvin Parks and Ruth Parks, his wife, of Somerset County, Maryland, witnesseth: Whereas, the said Alvin Parks and Ruth Parks, his wife, are justly and bona fide indebted unto The Del-Mar-Va Mortgage Company, a Delaware corporation, in the sum of nine hundred dollars for money this day loaned, evidenced by the bill obligatory of the said Alvin Parks and Ruth Parks for said sum of nine hundred dollars, dated evenly herewith and payable to the said The Del-Mar-Va Mortgage Company as follows, the sum of Twelve dollars on the thirtieth day of May, 1929, and a like sum on the thirtieth day of every month thereafter for one hundred and twenty consecutive months, which payments shall pay the entire mortgage debt and interest, except that at the time of the last payment as aforesaid there shall remain due the sum of twenty-one dollars and eighty-four cents, which shall be due and payable at the time of the last payment as aforesaid, and whereas for the purpose of securing the payment of said sum of nine hundred dollars and interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said Alvin Parks and Ruth Parks, his wife, hereby grant and convey unto the said The Del-Mar-Va Mortgage Company, a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in St. Peter's Election District, Somerset County, Maryland, on the north side of the state road leading from Princess Anne to Dames Quarter and fronting one hundred and thirty yards thereon, adjoining the lands of P.H. Cannon and others, and containing one acre, more or less, being the same and all the land which was conveyed to the said Alvin Parks and Ruth Parks, his wife, by James A. Noble by deed dated the 7th of January, 1929, recorded among the land records of said Somerset County in Liber G.W.L.No.97, folio 323.

To which said deed and all the references and description therein contained, special reference is here made, as a part hereof, for full and accurate description of the property hereby mortgaged.

It is hereby covenanted and agreed by the mortgagors, their heirs, personal representatives and assigns, that pending the existence of this mortgage they will not sell, transfer or assign the above premises without the written consent of the mortgagee, its successors or assigns, and such sale, transfer or assignment, without such consent, shall operate as a default in this mortgage and entitle the holder to enter foreclosure proceedings.

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 here-

by 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, its successors or assigns, or L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 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, 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: Vernon E. White. Alvin Parks (SEAL)

Ruth Parks (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 11th day of May, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset

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County, aforesaid, personally appeared Alvin Parks and Ruth Parks, 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, L.Creston Beauchamp, Agent of The Del-Mar-Va Mortgage Co., 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 authorized to make this affidavit.

In testimony whereof I hereunto subscribed my name and affix my Notarial Seal the day and year aforesaid.

Seal of Notary

Vernon E. White,
Notary Public.

Received for record May 11th, 1929, and recorded in Liber G.W.L.No.98, folio 120, one of the Land Records of Somerset County.

Per: George W. Lawson, Clerk.

ASSIGNMENTS:

July 27th, 1932.

For value received, The Eastern Shore Trust Company, Trustee, hereby assigns the within mortgage unto The Del-Mar-Va Mortgage Company, its successors or assigns.

In witness whereof, The Eastern Shore Trust Company, Trustee, has caused this assignment to be executed by its Vice-President, and its corporate seal to be hereunto affixed, attested by its Asst. Secretary.

Attest: C. M. Freeman.
Asst. Secretary.

The Eastern Shore Trust Co.,Trustee,
By ~~James Frenney~~ John H Dawning, Vice-President.

Filed for record October 28th, 1930, and recorded in Liber G.W.L.No.98, folio 120,

Test: George W. Lawson, Clerk.

Date. October 18th, 193_

For value received The Del-Mar-Va Mortgage Company hereby assigns the herein Mortgage unto The Eastern Shore Trust Company, Trustee (under Indenture of Trust dated January 15th, 1929)

Witness the hand of the Vice-President of The Del-Mar-Va Mortgage Company, and corporate seal of said body corporate, attested by its Asst. Secretary.

Margie D. Parker.
Asst. Secretary.

Corporate Seal

The Del-Mar-Va Mortgage Company
By Hooper S. Miles,Vice-President.

Filed for record August 5th, 1932.

And thereupon the said L. Creston Beauchamp, Assignee, filed in Court here a bond in the words, following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Creston Beauchamp, principal, of Somerset County, Maryland, and the Maryland Casualty Company, a body corporate, surety, 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, personal representatives, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd of August 1932.

Whereas, by mortgage dated the 11th of May, 1929, recorded among the land records of said Somerset County in Liber G.W.L.No.98, folio 120, a certain Alvin Parks and Ruth Parks, his wife, conveyed to The Del-Mar-Va Mortgage Company, a body corporate, certain real estate in said county, and whereas the said L. Creston Beauchamp, the attorney named in said mortgage and because of default under the terms and conditions therein, is about to exercise the power and authority contained in said mortgage to sell the said mortgaged property.

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 perform any order or decree which shall be made by any Court of

Equity, in relation to the sale of said mortgaged property, or the proceeds thereof, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: James R. Stewart.

L. Creston Beauchamp, (SEAL)
Principal.

Corporate Seal.

The Maryland Casualty Company,

By L. C. Beauchamp, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Attorney's bond approved,

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp,	)	No.4422 Chancery
Ex Parte.	)	In the Circuit Court
Trust created by mortgage from Alvin Parks and Ruth Parks, his wife, to The Del-Mar-Va. Mortgage Company.	)	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 Alvin Parks and Ruth Parks, his wife, to The Del-Mar-Va Mortgage Company, dated the 11th of May, 1929, recorded among the land records of Somerset County, Maryland, in Liber G.W.L.No.98, folio 120, 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 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 30th day of August, 1932, at or about the hour of 1.50 o'clock P. M., and then and there proceeded to sell at public auction the following described property conveyed by said mortgage, namely:

He offered all that lot or parcel of land situate, lying and being in St. Peter's Election District, Somerset County, Maryland, on the north side of the State Road leading from Princess Anne to Dames Quarter, and fronting one hundred and thirty yards thereon, adjoining the lands of P.H. Cannon, and containing one acre, more or less, which was conveyed to Alvin Parks and Ruth Parks by James A. Noble by deed dated the 7th of January 1929, recorded among the land records of said Somerset County in Liber G.W.L.No.97, folio 323, improved by a new and up to date bungalow, and sold the same to the Del-Mar-Va Thrift Investment Corporation, a Maryland corporation, it being the highest and best bidder therefor, at and for the sum of seven hundred and fifty dollars, and the purchaser has complied with the terms of sale to the satisfaction of the trustee.

The trustee makes the following distribution of the proceeds of said sale:

Entire amount of sale,		$750.00
State and County taxes, 1930 and 1931,	$16.15	
Advertising Sale and Order Nisi,	20.75	
Costs as taxed by Clerk,	11.00	
Auctioneer,	3.00	
Premium on Bond,	10.00	
Commissions, per Chancery Rule,	56.50	$117.40
		$632.60
To the Del-Mar-Va Mortgage Co., holder of mortgage debt, principal and interest,		836.00
Balance due Mortgagor,		$203.40

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November, Term, 1932.

And the trustee prays a ratification of his proceedings.

All of which is respectfully submitted,

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of August, 1932, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, 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 said report are true as there stated, to the best of his belief, and that the sale therein reported was fairly made, and the distribution stated true.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp,	)	No.4422 Chancery
Ex parte.	)	In the Circuit Court
Trust created by mortgage from Alvin Parks and Ruth Parks, his wife, to The Del-Mar-Va Mortgage Company.	)	For Somerset County,
	)	Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 9th day of September, 1932, 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 3rd of October, 1932, 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 3rd of October, 1932.

The report states the amount of sales to be $750.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 3rd day of December, in the year nineteen hundred and thirty-two, comes against into Court here the said Assignee and on motion of the said Assignss, the Court here passed the following Order to wit:

L. Creston Beauchamp,	)	No.4422 Chancery,
Ex parte.	)	Circuit Court for
	)	Somerset County, Md.,

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 3rd day of December, 1932, 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 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 Tawes ,Clerk.

"""""""

November Term, 1932.

L. Creston Beauchamp, Ex Parte.

Trust created by mortgage from W. Ray Gibbons and wife to S. Upshur Long.

No.4431 Chancery.

Be it remembered that heretofore, to wit, on the 19th day of August, in the year nineteen hundred and thirty-two, a certain L. Creston Beauchamp, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to S. Upshur Long from a certain W. Ray Gibbons and Hettie M. Gibbons, his wife, of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 12th day of August, in the year nineteen hundred and twenty-one, by W. Ray Gibbons and Hettie M. Gibbons, his wife, of Somerset County, in the State of Maryland, witnesseth: Whereas the said W. Ray Gibbons and Hettie M. Gibbons are indebted to S. Upshur Long of said County and State, in the sum of Eleven Hundred and fifty dollars, partly on account of purchase money for the real estate hereinafter conveyed and partly for money advanced to pay part of said purchase money, which said indebtedness is evidenced by the bill obligatory of the said W. Ray Gibbons and Hettie M. Gibbons for said sum, dated evenly herewith, payable to the said S. Upshur Long two years after date with interest from date, and whereas for the purpose of further securing the payment of said sum of money with interest as aforesaid and payable as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that for and in consideration of the premises, the said W. Ray Gibbons and Hettie M. Gibbons his wife, do grant and convey unto the said S. Upshur Long, his heirs and assigns, all that lot or parcel of land, situate, lying and being in the Town of Princess Anne, in Somerset County, Maryland, on the east side of Beckford Avenue, having a front of sixty-two feet and a uniform depth of one hundred and sixty-two feet, being all the land which was conveyed to the said W. Ray Gibbons and Hettie M. Gibbons by S. Upshur Long and wife, and S. Upshur Long, Executor of Sidney C. Long, deceased and by Eleanor F. Long, widow of the said Sidney C. Long by deed dated the 11th day of August 1921, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and also being the same and all the land which was conveyed to the said Sidney C. Long and S. Upshur Long by Pauline Evans by deed dated the 8th day of March, 1907, recorded among the land records of said county in Liber S.F.D.No.45, folio 105 etc., to which said deeds and all the references in said deeds contained reference is hereby made.

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 W. Ray Gibbons and Hettie M. Gibbons 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

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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 maing 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 thirteen 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 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: J. Frank Miles. W. Ray Gibbons (SEAL)

Hettie M. Gibbons (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 12th day of August, in the year nineteen hundred and twenty-one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared W. Ray Gibbons and Hettie M. Gibbons, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me, S. Upshur Long, 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.

J. Frank Miles, J.P.

Received for record August 13th, 1921, and recorded in Liber W.J.S.No.82, folio 528 &c., one

of the Land Records of Somerset County.

Per: W. Jerome Sterling, ,Clerk.

Assignment:

For value received and for the purpose of foreclosure we hereby assign the within mortgage and debt to L. Creston Beauchamp.

Witness our hands and seals this 17th day of August, 1932.

Test: Margaret P. Long.

Sydney C. Long (SEAL)

Sarah C. Long (SEAL)
Administrators, S.Upshur Long, deceased.

Filed for record August 19th, 1932,

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on August 19th, 1932, the following Bill Obligatory was filed.

$1150.00. August 12th, 1921.

Secured by mortgage of even date herewith, and for value received, two years after date, we promise to pay to the order of S.Upshur Long, Eleven Hundred and fifty dollars, (partly for purchase money for property conveyed by said mortgage, and partly for money advanced to pay part of said purchase money), with interest from date, payable annually from date, and we hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness our hands and seals.

Witness: J. Frank Miles.
$.25 Revenue
Stamp.

W. Ray Gibbons (SEAL)

Hettie M. Gibbons (SEAL)

And thereupon the said L. Creston Beauchamp, Assignee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a body corporate, surety, are held and firmly bound unto the State of Maryland, in the sum of Twenty-five 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, administrators, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this eighteenth day of August, 1932.

Whereas, by mortgage dated the 12th of August 1921, recorded among the land records of said Somerset County in Liber W.J.S.No.82, folio 528, a certain W. Ray Gibbons and Hettie M. Gibbons, his wife, conveyed to S. Upshur Long certain real estate in said county, and whereas default has occurred under the terms and conditions of said mortgage, and whereas by assignment dated the 17th of August 1932, duly recorded among said land records, said mortgage was assigned to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of the property described 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 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 this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: James R. Stewart.

L. Creston Beauchamp (SEAL)

Corporate
Seal.

The Maryland Casualty Company,

By L. C. Beauchamp, Attorney
in Fact.

Which said bond was thus thereon endorsed, to wit:

Assignee's bond approved,

J. Millard Tawes, Clerk.

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And thereafter to wit, on the 29th day of September, in the year nineteen hundred and thirty-two, 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:

L. Creston Beauchamp, Ex parte.	)	No.4431 Chancery,
Trust created by mortgage from W. Ray Gibbons and wife to S. Upshur Long.	)	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, Assignee, for the purpose of foreclosure of a mortgage from W. Ray Gibbons and Hettie M. Gibbons, his wife, to S. Upshur Long, dated the 12th of August, 1921, recorded among the land records of said Somerset County in Liber W.J.S.No.82, folio 528, assigned to the said L. Creston Beauchamp by assignment dated the 17th of August 1932, duly recorded, 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 Somerset News, a weekly newspaper published 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 Court House door, in Princess Anne, Maryland, on Tuesday, the 13th of September 1932, at or about the hour of 1.50 o'clock P.M., and then and there proceeded to sell at public auction the following described property, conveyed by said mortgage.

He offered all that house and lot on the east side of Beckford Avenue, in Princess Anne, Somerset County, Maryland, and fronting sixty-two feet on said avenue and extending Eastward one hundred and sixty-two feet, adjoining the land of Omar Dashiell on the North, which was conveyed to the said W. Ray Gibbons and Hattie M. Gibbons, his wife, by S. Upshur Long and wife and others by deed dated the 11th of August 1921, recorded among said land records in Liber W.J.S. No.84, folio 498, and sold the same to Sarah C. Long and Lettie Long, of Somerset County, Maryland, and Sidney C. Long, of Gelnolden, Pennsylvania, at and for the sum of fourteen hundred and fifty dollars, they being the highest bidders therefor at such sum, and the purchasers have complied with the term of sale to the satisfaction of the assignee.

The assignee makes the following distribution of the said proceeds:

Whole amount of sale,		$1450.00
State and County taxes,	$50.58	
Town Taxes and Water Rent,	44.13	
Advertising Sale and Order Nisi,	19.00	
Clerk's Costs,	21.00	
Auctioneer,	3.00	
Premium on Bond,	10.00	
Commissions, per Chancery Rule,	96.50	244.21
		$ 1205.79
To Sarah C. Long and Sidney C. Long, Admrs., S. Upshur Long, deceased, note,	$1150.00	
To interest to day of sale,	74.75	1224.75
Balance due Mortgagee's estate,		$ 18.96

And the assignee prays a ratification of his proceedings in the premises.

Respectfully submitted,

L. Creston Beauchamp, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 29th day of September, 1932, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp,

November Term, 1932.

the assignee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made, and the distribution of the proceeds 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:

L. Creston Beauchamp, Ex parte.	)	No.4431 Chancery,
Trust created by mortgage from W. Ray Gibbons and wife to S. Upshur Long.	)	In the Circuit Court
	)	For Somerset County,
	)	Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 29th of September, 1932, that the report of L. Creston Beauchamp, assignee 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 25th day of October, 1932, 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 25th of October 1932.

The report states the amount of sales to be $1450.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 3rd day of December, in the year nineteen hundred and thirty-two, comes against into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order, to wit:

L. Creston Beauchamp,	)	No.4431 Chancery
Ex parte.	)	In the Circuit Court
	)	For Somerset County, Maryland.

It having been proved to the Court that a copy of the preceding Order Nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 3rd December, 1932, adjudged and ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, Assignee, and the sale by him reported and the distribution of proceeds 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 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 January, being the 2nd day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

.....

.....

George W. Page, Receiver for the Peoples Bank of Somerset County.

Vs.

Henry J. Howard and wife.

George H. Myers, Ex parte.

No.4448 Chancery.

) Be it remembered that heretofore to, wit, on the 7th day of November, in the year nineteen hundred and thirty-two, a certain George H. Myers, Assignee of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Peoples Bank of Somerset County, by Henry J.Howard and Emma Howard, his wife, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this fifteenth day of September, in the year nineteen hundred and twenty-one by Henry J. Howard and Emma Howard, his wife, of Somerset County, Maryland, witnesseth: Whereas the said Henry J. Howard and Emma Howard, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a body corporate, in the full and just sum of one thousand dollars, for money advanced to said Howards by the said Bank to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Henry J. Howard and Emma Howard for said sum of one thousand dollars dated evenly herewith, and payable one year after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of one thousand dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore this mortgage witnesseth, that in consideration of the premises, the said Henry J. Howard and Emma Howard, his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, its successors and assigns, all that tract or parcel of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, lying and binding on the north side of the Broughton Tax Ditch, bounded on the East by the land of Thomas Pratt Pusey, on the south by the said tax ditch, on the west by the land conveyed to the said Howards by Jacob Fisher and wife, and on the north by a ditch between the land hereby conveyed and the land of John W. Sigler, and containing sixty acres, more or less, which was conveyed to the said Henry J. Howard and Emma Howard by John W. Sigler and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and also being a part of the land conveyed to John W. Sigler and wife by Wm. L.Lafaollette and wife by deed duly recorded among the land records of said Somerset County.

To which said deeds and all the references and description 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 Mortgagee, its successors and assigns forever.

January Term, 1933.

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, its successors or assigns, or L.Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 trustee 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 power 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, 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.

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Witness the hands and seals of said mortgagors.

Test: Vernon E. White. Henry J. Howard (SEAL)

Emma Howard (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 15th day of September, in the year nineteen hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Henry J. Howard and Emma Howard, his wife, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me, Omar J. Croswell, Cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he, the said Omar J. Croswell, is the Cashier and agent of the said Peoples Bank, and is authorized to make this affidavit.

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

Seal of Notary Vernon E. White,

Notary Public.

Received for record September 17th, 1921, and recorded in Liber W.J.S.No.82, folio 580, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENTS:

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the 9th day of August, 1932, in Chancery Cause No.4367, the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to George W. Page, Receiver for the said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Henry J. Waters, President, thereof, this 4th day of November, nineteen hundred and thirty-two.

G. Hammond Myers, Jr., Witness. Seal of Bank. Henry J. Waters, President.

Under authority of an order of the Circuit Court for Somerset County, in Equity, passed on the 9th day of August, 1932, in Chancery Cause No.4367, I hereby assign the within and aforegoing mortgage, for the purpose of foreclosure, to George H. Myers, of said Somerset County.

Witness my hand and seal this 5th day of November, nineteen hundred and thirty-two.

J. Hospelhorn, Witness. Official Seal. George W. Page, (SEAL) Receiver for the Peoples Bank of Somerset County.

Filed for record November 7th, 1932.

Test: J. Millard Tawes, Clerk.

And thereupon the said George 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 & 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 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 seventh day of November, nineteen hundred and thirty-two.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Henry J. Howard and Emma Howard, to the Peoples Bank of Somerset County, dated September fifteenth, nineteen hundred and twenty-one, and recorded among the land records of Somerset County, Maryland, in Liber No.82, folio 580, 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 the 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, therefore, the Condition of the obligation is such, That if the above bounden, George H. Myers, do and shall, well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned 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. Conoway,
Witness.

George H. Myers, (SEAL)

Corporate Seal.

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

Which said bond was thus thereon endorsed, to wit:

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 12th day of December, in the year nineteen hundred and thirty-two, 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:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	In the Circuit Court
	)	For Somerset County,
Vs.	)	No.4448 Chancery.
Henry J. Howard and Emma Howard.	)	

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 Henry J. Howard and Emma Howard, to Peoples Bank of Somerset County and dated September 15, 1921, and recorded among the Land Records of said Somerset County in Liber No.82, folio 580, 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 convenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving 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 in front of the Court House door in Princess Anne, Maryland, on the sixth day of December, in the year nineteen hundred and thirty-two, at two o'clock P.M. and then and there proceed to sell said property, to wit:

All that tract or parcel of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, lying and binding on the north side of the Broughton Tax Ditch, bounded on the east by the land of Thomas Pratt Pusey, on the south by the said tax ditch, on the west by the land conveyed to the said Howards by Jacob Fisher and wife, and on the north by a ditch between the land hereby conveyed and the land of John W. Sigler, containing sixty acres, more or less, which was conveyed to the said Henry J. Howard and Emma Howard by deed dated September 15th, nineteen hundred and twenty-one, and duly recorded among the land records of said Somerset County, also being a part of the land conveyed to John W. Sigler and wife by William L. Lafollette and wife by deed duly recorded among the land records of said Somerset County,

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And sold the same to George W. Page, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at the sum of five hundred dollars and the said purchaser has complied with the terms of sale and said assignee has distributed the proceeds of sale as follows:

Somerset News, advertising sale and order nisi	$18.00
Hartford Accident & Indemnity Company, premium on Assignee's bond,	10.00
Bernie C. Dryden, auctioneer,	3.00
J. Millard Tawes, Clerk's costs,	11.50
State and County taxes for the years 1929 to 1932, inclusive,	137.88
George H. Myers, solicitor's fees and commissions,	49.00
Balance to George W. Page, Receiver for the Peoples Bank of Somerset County, on account of mortgage debt,	270.62
Total,	$500.00.

Respectfully submitted,

George H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this 12th day of December, nineteen hundred and thirty-two, personally appeared before me, Clerk of the Circuit Court of the State of Maryland, in and for Somerset County, aforesaid, 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 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:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	In the Circuit Court
	)	For Somerset County,
Vs.	)	November Term, 1932.
Henry J. Howard and wife.	)	
	)	

Ordered, that the Sale of the property mentioned in these proceedings and 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 12th day of January, 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 10th day of January next.

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

Robt. F. Duer, Clerk.

And now at this day to wit, on the 18th day of January, 1933, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order, to wit:

George W. Page, Receiver for the Peoples Bank of Somerset County.	)	In the Circuit Court
	)	For Somerset County,
Vs.	)	January Term, 1933.
Henry J. Howard and wife.	)	
	)	

Ordered by the Court, this 18th day of January, 1933, 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.

Joseph L. Bailey,

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

Per: J. Millard Tawes ,Clerk.

January Term, 1933.

George H. Myers, Assignee, Ex parte, under power in mortgage from Willey B. Watkins and wife.	)	Be it remembered, that heretofore,
	)	to wit, on the 26th day of August,
No.4434 Chancery.	)	in the year nineteen hundred and
	)	thirty-two, a certain George H.
		Myers, Assignee exhibited and

filed in the Circuit Court here a certain mortgage executed and delivered to Peoples Bank of Somerset County, by Willey B. Watkins and Emma T. Watkins, his wife, of Jim Wells County, in the State of Texas, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 23rd day of October, in the year nineteen hundred and nineteen by Willey B. Watkins and Emma T. Watkins, his wife, of Jim Wells County, in the State of Texas, witnesseth, Whereas the said Willey B. Watkins and Emma T. Watkins, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a body corporate of the State of Maryland, in the full and just sum of sixteen hundred dollars ($1600.) for money advanced by the said Peoples Bank of Somerset County to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Willey B. Watkins and Emma T. Watkins for said sum of sixteen hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of sixteen hundred dollars with interest as aforesaid, this mortgage is executed.

Now, therefore this Mortgage witnesseth that for and in consideration of the premises, the said Willey B. Watkins and Emma T. Watkins, his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, a body corporate as aforesaid, its successors and assigns, all those tracts or parcels of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, on the east side of the county road running by the Palmetto Church, and described as follows:

First: All that tract of land adjoining the lands of James H. Powell and others, containing 40 29/100 acres of land, more or less, which is laid down and fully described in a plat and certificate filed with and made a part of the deed to the said Willey B. Watkins, hereinafter mentioned.

Second: All that tract of woodland on the north side of the Manokin Tax Ditch, adjoining the lands of Wm. L. Pryor, George Pusey, William T. Pusey, Ben G. Householder, Tobe Cannon and Wallace Cottman, and containing twenty acres, more or less.

The two parcels of land hereby mortgaged being all and the same land which was conveyed to the said Willey B. Watkins by Nichols Vernon Joslyn and Adeline E. Joslyn, his wife, by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being also a part of the land conveyed to Nicholas Vernon Joslyn and wife by James W. Lester and wife by deed dated the 15th of February 1919, and recorded among the land records of said Somerset County in Liber W.J.S.No.77, folio 511.

To all of which said deeds and plat and certificate and the references and descriptions therein contained, special reference is here made, as a part hereof, for full and accurate description of the property hereby mortgaged.

(It is further understood that the said mortgagors herein named will not cut or permit to be cut any timber growing on the mortgaged premises without the written permission of the mortgagee, and a failure to keep this covenant will cause the exercise of the power of sale therein given).

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

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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 Willey B. Watkins and Emma T. Watkins, his wife, the within named 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 L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient, and in the event of a sale 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 inthe 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 the 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 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: Vernon E. White. Willey B. Watkins (SEAL)

Emma T. Watkins (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 23rd day of October, in the year nineteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared Willey B. Watkins and Emma T. Watkins, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me, Omar J. Croswell, Cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth. and that he, the said Omar J. Croswell, is the Cashier and agent of the said Peoples Bank of Somerset County, and 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 Vernon E. White, Notary Public.

Received for record October 23rd, 1919, and recorded in Liber W.J.S.No.76, folio 220 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENTS:

Under authority of an order of the Circuit Court for Somerset County, in Equity, passed on the 17th day of August, 1932, in Chancery Cause No.4367, the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to George W. Page, Receiver for the said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Henry J. Waters, President thereof, this 23rd day of August, nineteen hundred and thirty-two.

G. Hammond Myers, Jr., Witness. Seal of Bank. Henry J. Waters, President.

Under authority of an order of the Circuit Court for Somerset County, in Equity, passed on the 17th day of August, 1932, in Chancery Cause No.4367, I hereby assign the within and aforegoing mortgage, for the purpose of foreclosure, to George H. Myers of said Somerset County.

Witness my hand and seal this 25th day of August, nineteen hundred and thirty-two.

J. Hospelhorn, Witness. Official Seal George W. Page, (SEAL) Receiver for the Peoples Bank of Somerset County.

Filed for record August 26th, 1932.

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on August 26th, 1932, the following Bill Obligatory and Assignments were filed:

$1600.00 October 23rd, 1919.

Secured by mortgage of even date herewith, for value received and for money loaned to pay the balance of the purchase money for the real estate mentioned in said mortgage, two years after date we promise to pay to the Peoples Bank of Somerset County, a body corporate or order, the sum of sixteen hundred dollars ($1600.) with interest from date, payable semi-annually from date.

Witness our hands and seals.

Witness: Vernon E. White. $.32 Revenue Stamp. Willey B. Watkins (SEAL)

Emma T. Watkins (SEAL)

ASSIGNMENTS:

Under authority of an order of the Circuit Court for Somerset County, in Equity, passed on the 17th day of August, 1932, in Chancery Cause No.4367, the Peoples Bank of Somerset County

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hereby assigns the annexed and attached bill obligatory or promissory note under seal, to George W. Page, Receiver for the said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Henry J. Waters, President thereof, this 23rd day of August, nineteen hundred and thirty-two.

G. Hammond Myers,
Witness.

Seal
of
Bank.

Henry J. Waters, President.

Under authority of an order of the Circuit Court for Somerset County, in Equity, passed on the 17th day of August, 1932, in Chancery Cause No.4367, I hereby assign the annexed and attached bill obligatory or promissory note under seal, for the purpose of foreclosure, to George H. Myers of said Somerset County.

Witness my hand and seal this 25th day of August, nineteen hundred and thirty-two.

J. Hospelhorn,
Witness.

Seal
of

George W. Page (SEAL)
Receiver for the Peoples Bank of
Somerset County.

Filed for record August 26th, 1932.

And thereupon the said George 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 & 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 ($2000.00) to be paid to the said State of 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-sixth day of August, nineteen hundred and thirty-two.

Whereas, the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Willey B. Watkins and Emma T. Watkins, his wife, to the Peoples Bank of Somerset County, dated October twenty-third, nineteen hundred and nineteen and recorded among the land records of Somerset County, Maryland, in Liber No.76, folio 220 et seq., 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 the 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 the obligation is such, That if the above bounden, George H. Myers, do and shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned 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.

G. Hammond Myers, Jr.,
Witness.

Corporate
Seal

George H. Myers (SEAL)
Hartford Accident & Indemnity Co.,
By George H. Myers,
Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

The within bond and surety approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 3rd day of October, nineteen hundred and thirty-two, 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:

January Term, 1933.

George H. Myers, Assignee, Ex parte under power in mortgage from Willey B. Watkins and wife.	)	No.4434 Chancery
	)	In the Circuit Court
	)	For Somerset County,

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 Willey B. Watkins and wife and to Peoples Bank of Somerset County and dated October 23, 1919, and recorded among the Land Records of said Somerset County in Liber No.76, folio 220 et seq., 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 convenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the 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 in front of the Court House door in Princess Anne, Maryland on the twenty-seventh day of September, in the year nineteen hundred and thirty-two at about two o'clock P.M. and then and there proceed to sell said property, to wit: All the folloowing described lots, tract or parcels of land situate in East Princess Anne Election District in said Somerset County, on the East side of the county road running by Palmetto Church, described in said mortgage as follows:

First: All that tract of land adjoining the lands of James H. Powell and others, containing forty and twenty-nine one hundredths acres, more or less, which is laid down and fully described in a plat and certificate filed with and made a part of the deed to the said Willey B. Watkins from Nicholas Vernon Joslyn and wife dated October twenty-third, nineteen hundred and nineteen.

Second: All that tract of woodland on the north side of the Manokin Tax Ditch, adjoining the lands of William L. Pryor, George Pusey, William T. Pusey, Ben G. Householder, Tobe Cannon and Wallace Cottman and containing twenty acres, more or less, excepting so much thereof as was conveyed to Wallace F. Cottman and wife by deed from the said Peoples Bank and others,dated November ninth, nineteen hundred and twenty-six and recorded among the land records of said Somerset County in Liber No.93, folio 477.

And sold the same to George W. Page, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at the sum five 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:

To Harry E. Muir, State and County Taxes for the years, 1929,1930,1931, and 1932,	$187.33.
To George Norman Pusey, Treasurer, Manokin Tax Ditch Corporation,	8.00
To Hartford Accident & Indemnity Company, premium on bond,	10.00
To Bernie C. Dryden, Auctioneer,	3.00
Somerset News, advertising sale and order nisi,	20.00
To J. Millard Tawes, Clerk's fees,	11.50
To George H. Myers, Assignee, Solicitor's fees and commissions,	49.00
Balance to George W. Page, Receiver on account of mortgage debt and interest,	210.67
Total,	$ 500.00

Respectfully submitted,

George H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this day of October, nineteen hundred and thirty-two, personally appeared before me,

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Clerk 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 and belief, and that the sale was fairly made.

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

George H. Myers, Assignee, Ex parte under power in mortgage from Willey B. Watkins and wife.	)	In the Circuit Court
	)	For Somerset County,
	)	No.4434 Chancery.

Ordered, that the Sale of the property mentioned in these proceedings and 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 fourth day of November, 1932. Provided, a copy of this Order be inserted in some weekly newspaper published in said Somerset County, once in each of three successive weeks before the third day of November, 1932.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 6th day of February 1933, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order to wit:

George H. Myers, Assignee,	)	In the Circuit Court
Ex parte.	)	For Somerset County.
under power in mortgage from Willey B. Watkins and wife.	)	January Term, 1933.
	)	

Ordered by the Court, This 6th day of February 1933, 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.

Joseph L. Bailey,

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

Per: J. Millard Tawes ,Clerk.

""

H. Fillmore Lankford, Ex Parte	)	Be it remembered that heretofore,
Trust created by mortgage from Sidney Waller	)	to wit, on the 22nd day of December,
to H. Fillmore Lankford.	)	in the year nineteen hundred and
No.4455 Chancery.	)	thirty-two, a certain H.Fillmore
	)	of Somerset County and State of
		Maryland, in his proper person,

exhibited and filed in the Circuit Court here a certain mortgage execute and delivered to H. Fillmore Lankford by a certain Sidney Waller, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 1st day of July, in the year nineteen hundred and thirty, by Sidney Waller, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Sidney Waller is indebted to H. Fillmore Lankford, of said County and State, in the sum of Eight Hundred dollars for money this day borrowed from the said H. Fillmore Lankford, which said debt is evidenced by the bill obligatory of the said Sidney Waller for said sum, dated evenly herewith, payable to the said H. Fillmore Lankford one year after date, with interest from date, payable semi-

January Term, 1933.

annually from date, in which said bill obligatory the said Sidney Waller has reserved the right to pay the principal of said debt at any time with interest to the day of payment, and whereas for the purpose of further securing the payment of said debt with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Sidney Waller grants and conveys to the said H. Fillmore Lankford, his heirs and assigns, all that lot or parcel of land in the Town of Princess Anne, in Somerset County, Maryland, on the southeast corner of Prince William and Church Streets, and being the same and all the land which was conveyed to the said Sidney Waller by B. Louis Lankford and wife by deed dated the 10th day of February 1920, recorded among the land records of said county in Liber W.J.S.No.80, folio 63 etc., subject to the rights of way in said deed mentioned, 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 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 Sidney Waller 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, 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 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, 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 reason-

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able 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 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, 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 keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Kathleen Ford. Sidney Waller (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 1st day of July, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Sidney Waller, 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, the 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.

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.

Received for record July 1st, 1930, and recorded in Liber G.W.L.No.98, folio 396, one of the Land Records of Somerset County.

Per: George W. Lawson, Clerk.

$800.00. Bill Obligatory: July 1st, 1930.

Secured by mortgage of even date herewith, and for value received, One year after date, I promise to pay to the order of H. Fillmore Lankford, Eight Hundred dollars, with interest from date, payable, semi-annually from date, but reserving the right to pay the principal at any time with interest to date of payment, and I hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness my hand and seal.

Witness: Kathleen Ford. Sidney Waller (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 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 22nd day of December, nineteen hundred and thirty-two.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from Sidney Waller to the said H. Fillmore Lankford, dated the 1st day of July 1930, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L.No.98, folio 396 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 the said H. Fillmore Lankford by virtue of the power and authority contained 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 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 thereto by him, per power of attorney dated the 12th day of August,1924, and 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)
Fidelity and Deposit Company of Maryland, a body corporate, by H. Fillmore Lankford, its attorney in fact per power of Attorney dated 12th August 1924, recorded in office of Clerk of Circuit Court for Somerset County, in Liber W.J.S.No.91, folio 35 &c.,

Corporate Seal.

Witness:

Henry M. Lankford.

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 11th day of January, in the year nineteen hundred and thirty-three, 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:

	) No.4455 Chancery,
H. Fillmore Lankford,	) In the Circuit Court
Ex parte.	) For Somerset County, Maryland.
	) Trust created by mortgage from
	) Sidney Waller 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 Sidney Waller to the said H. Fillmore Lankford, dated the 1st day of July, 1930, recorded among the land records of Somerset County, Maryland, in Liber G.W.L.No.98, folio 396 etc., respectfully represents:

That after default had occurred in the covenants of said mortgage, and after having filed a bond with approved security as required by law, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper printed in said county and by handbill posted at the Court House

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door in said county, he did, in pursuance of said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday, the tenth day of January, 1933, at or about the hour of 2.00 o'clock P.M., and then and there proceeded to sell at public auction, the real estate conveyed by said mortgage as follows:

He offered all that lot of land on the southeast corner of Prince William and Church Streets, in the Town of Princess Anne, in Somerset County, Maryland, fronting about twenty-five feet on Prince William Street, and being the same land which was conveyed to the said Sidney Waller by B. Louis Lankford and wife by deed dated the 10th day of February 1920, recorded among the said records in Liber W.J.S.No.80, folio 63 etc., subject to the rights of way in said deed mentioned, improved by a two-story frame building, and sold the same to himself, the said H. Fillmore Lankford, the mortgagee in said mortgage, he being then and there the highest bidder therefor at and for the sum of eight hundred dollars.

And the said mortgagee brings into Court the fund arising from said sale and makes the following distribution thereof.

Whole amount of sale,		$800.00
Clerk's fees, $9.50, Appearance fee, $10.00,	$19.50	
Auctioneer,	1.00	
Advertising Sale and Order Nisi,	18.75	
Premium on bond,	10.00	
State and county taxes, 1931,	9.77	
State and County taxes, 1932,	8.72	
Town Taxes, 1931,	3.49	
Town Taxes, 1932,	3.49	
Fire Insurance premiums,	8.06	
Mortgagee's commissions,	60.00	$142.78
Balance on account of mortgage debt,		$657.22
Statement of mortgage debt, principal,		$800.00
Interest from 1 Jan, 1931 to 10 Jan.1933,		96.00
		$896.00
Amount realized from the reported sale,		657.22
Balance due with interest from 10 Jan.1933,		$238.78

And the said mortgagee prays a ratification of said distribution and of all 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 11th day of January, nineteen hundred and thirty-three, 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.

J. Millard Tawes,
Clerk of 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, Ex parte.	))))	No.4455 Chancery, In the Circuit Court for Somerset County,Maryland. Trust created by mortgage from Sidney Waller to H. Fillmore Lankford.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 11th day of January, nineteen hundred and thirty-three, that the report of H. Fillmore Lankford,

January Term, 1933.

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 February 1933, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 8th day of February, 1933.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 11th day of February, nineteen hundred and thirty-three, comes again into Court here the said Attorney and on motion of the said Attorney, the Court here passed the following order to wit:

H. Fillmore Lankford, Ex parte.	) No.4455 Chancery, In the Circuit) Court for Somerset County, Maryland.) Trust created by mortgage from) Sidney Waller 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 11th day of February, nineteen hundred and thirty-three, 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 that James R. Stewart be and he is hereby appointed trustee to convey the property mentioned in said report to the said H. Fillmore Lankford, the purchaser thereof.

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.

" " " "

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January Term, 1933.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said William F. Muir and Lillian F. Muir, his wife, do grant and convey unto the said John B. Fleming, his heirs and assigns, all those lots or parcels of land in West Princess Anne District Somerset County, Maryland, which were conveyed to the said William and Lillian by Myrtie M.Pope and Grover C. Pope, her husband, by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being the same and all the lands which were conveyed to the said Myrtie M. Pope by William J. Phillips and wife by deed dated the 1st day of May, 1915, recorded among the land records of said county in Liber W.J.S. No.68, folio 257 etc., to all of which said deeds and records and all the references in said deeds and records contained reference is hereby made for full and accurate description of the lands hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or 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 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 William F. Muir and Lillian P. Muir, 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 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 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 mortga-

ged 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 eleven hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, 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: Vernon E. White. William F. Muir (SEAL)

Lillian P. Muir (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 26th day of July, in the year nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County, personally appeared William F. Muir and Lillian P. Muir, 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 John B.Fleming, mortgagee in said mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Seal of Notary Vernon E. White,

Notary Public.

Received for record July 26, 1920, and recorded in Liber W.J.S.No.82, folio 88 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereafter to wit, on January 9th, 1933, the following Bill Obligatory was filed:

$1000.00 July 26, 1920.

Secured by mortgage of even date herewith, and for value received, one year after date, we promise to pay to the order of John B. Fleming, one thousand dollars, (money advanced to pay part 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: Vernon E. White. $.20 Revenue Stamp. William F. Muir (SEAL)

Lillian P. Muir (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 and John B. Fleming, both of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Mary-

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land in the full and just sum of Two Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of December, nineteen hundred and thirty-two.

Whereas the above bounden H. Fillmore Lankford by virtue of the power and authority contained in a mortgage from William F. Muir and Lillian P. Muir, his wife, to John B. Fleming, dated the 26th day of July, 1920, recorded among the land records of said Somerset County, in Liber W.J.S.No.82, folio 88 etc., is authorized upon default in the terms and covenants of said mortgage to sell the real estate in said mortgaged mentioned and conveyed, and whereas default has occurred in the terms, covenants and conditions of said mortgage, and 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 of any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: Henry M. Lankford. H. Fillmore Lankford (SEAL)

John B. Fleming (SEAL)

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 12th day of January, in the year nineteen hundred and thirty-three, 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:

	)	No.4458 Chancery,
H. Fillmore Lankford,	)	In the Circuit Court
Ex parte.	)	For Somerset County, Maryland.
	)	Trust created by mortgage from William
	)	F. Muir and Lillian P. Muir, his wife,
	)	to John B. Fleming.

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from William F. Muir and Lillian P. Muir, his wife, to John B. Fleming, dated the 26th day of July 1920, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.82, folio 88, respectfully represents: That after default had occurred in the covenants and conditions 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 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 said Court House Door, in Princess Anne, Somerset County, Maryland, on Tuesday, the 10th day of January, 1933, 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.

The said real estate consisted of two lots of land, and the attorney first offered said lots separately and then as a whole as follows:

He first offered all that lot of land on the north side of Oak Street, on Somerset Heights,

in the corporate limits of Princess Anne, in Somerset County, Maryland, fronting fifty feet on said street, having a depth of one hundred and fifty feet, which was conveyed to the said William F. Muir and Lillian P. Muir by Grover C. Pope and wife by deed dated the 25th day of July, 1920, recorded among said records in Liber W.J.S.No.81, folio 97 etc., adjoining the property of Mary P. Croswell, improved by a dwelling house and garage, being the same property upon which the said William F. Muir and wife reside, and the highest bid therefor was eight hundred dollars.

He then offered all that lot of land on the north side of Oak Street, on Somerset Heights, in the corporate limits of Princess Anne, in Somerset County, Maryland, fronting fifty feet on said Street, and having a depth of one hundred and fifty feet, lying west of and adjoining the lot of land hereinbefore first mentioned, and which was also conveyed to the said William F.Muir and Lillian P. Muir by the said Grover C. Pope and wife by the deed aforesaid, and the highest bid therefor was one hundred dollars.

He then offered said two lots of land and the improvements thereon as a whole and the highest bid therefor was nine hundred and five dollars, and this being more than the combined bids for the two lots when offered separately, the said attorney sold both of said lots to John B. Fleming, the mortgagee, he being the highest bidder therefor at and for said sum of nine hundred and five dollars.

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

Whole amount of sale,		$905.00
Costs as taxed by Clerk,	$20.50	
Auctioneer,	1.00	
State and County taxes,	92.66	
Attorney's commissions,	25.00	
Advertising sale and order nisi,	12.50	$151.66
This amount on account of mortgage debt,		$753.34
Statement of mortgage debt:		
Principal,		$1000.00
Accrued interest to day of sale,		87.50
		$1087.50
Amount realized from sale,		753.34
Balance due,		$ 334.16

And the said attorney prays a ratification of the disbursement of said fund and of all his proceedings in the premises.

Respectfully submitted,

H. Fillmore Lankford,
Attorney named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of January, nineteen hundred and thirty-three, 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.

J. Millard Tawes,
Clerk of 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, Ex parte.	)	No.4458 Chancery, In the Circuit Court for Somerset County, Maryland, Trust created by Mortgage from William F. Muir

and Lillian P. Muir, his wife, to John B. Fleming.

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Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 12th day of January, nineteen hundred and thirty-three, 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 10th day of February, 1933, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 8th day of February, 1933.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 11th day of February, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order to wit:

	) No.4458 Chancery,
H. Fillmore Lankford,	) In the Circuit Court
Ex parte.	) For Somerset County, Maryland.
	) Trust created by mortgage from Wm.F.
	) Muir and Lillian P. Muir, his wife,
	) to John B. Fleming.

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 11th day of February, nineteen hundred and thirty-three, 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 distribution of the proceeds of said sale made by him in said report, be and the same are hereby 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.

""

L. Creston Beauchamp,	) BE it remembered that heretofore,
Ex parte.	) to wit, on the 14th day of December,
Trust created by mortgage from Robert J.	) in the year nineteen hundred and
Miles and wife to Sidney F. Revelle.	) thirty-two, a certain L. Creston
No.4452 Chancery.	) Beauchamp, of Somerset County and
	) State of Maryland, exhibited and

filed in the Circuit Court here a certain mortgage executed and delivered to Sidney F. Revelle from a certain Robert J. Miles, Bertie M. his wife, and Elizabeth Miles, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 31st day of August, in the year nineteen hundred and eighteen, by Robert J. Miles and Bertie M. Miles, his wife, and Elizabeth Miles, all of Somerset County, Maryland, witnesseth: Whereas the said Robert J. Miles and Bertie M. Miles, his wife, have this day borrowed from Sidney F. Revelle of said County and State, the sum of Twelve Hundred Dollars ($1200.) and whereas the said Robert J. Miles and Bertie M. Miles, his wife, have executed and delivered to the said Sidney F. Revelle their bill obligatory for said sum, dated evenly herewith and payable to the said Sidney F. Revelle, one year after date, with interest from date, payable semi-annually from date, reserving the right to pay said principal sum, or any part

thereof, at any time with interest to the day of payment, and whereas for the purpose of securing the payment of said sum, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said Robert J. Miles and Bertie M. Miles, his wife, and Elizabeth Miles do grant and convey unto the said Sidney F. Revelle, his heirs and assigns, First, all that tract or parcel of land on the West side of the road leading to the William E. Miles place in Fairmount Election District, in Somerset County, Maryland, which was conveyed unto the said Robert J. Miles in a deed of partition by and between the said Robert J. Miles and Frank W. Miles and their wives, dated the 17th day of November, 1902, recorded among the land records of said Somerset County in Liber O.T.B. No.34, folio 186 etc., and containing 52 acres of land more or less, and being part of the same land conveyed unto the said Robert J. Miles and Frank W. Miles by Elizabeth Miles and others by deed dated the 13th of October, 1902, recorded among said land records in Liber O.T.B.No.34, folio 182 etc.,

Second: All the right, title, interest and estate of the said mortgagors in and to the remaining part of the said land conveyed by said deed from Elizabeth Miles and others to the said Frank W. Miles and Robert J. Miles, and recorded as aforesaid.

Reference is here made to said deeds and the references therein contained for full and accurate description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, 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 L. Creston Beauchamp, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay 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,

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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 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 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: H. Clay Tull.

Robt. J. Miles (SEAL)
Bertie M. Miles (SEAL)
Elizabeth Miles (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 31st day of August, in the year nineteen hundred and eighteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Robert J. Miles, Bertie M. Miles, his wife, and Elizabeth Miles, 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, Sidney F. Revelle, 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.

H. Clay Tull, J.P.

Received for record September 4th, 1918, and recorded in Liber W.J.S.No.75, folio 212, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said L. Creston Beauchamp, Assignee 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 S.F. Revelle and sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty-five 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 and dated this 24th day of December, 1932.

Whereas, by mortgage dated the 31st of August 1918, recorded among the said records of said Somerset County in Liber W.J.S.No.75, folio 212, a certain Robert J. Miles and wife, and another

conveyed to Sidney F. Revelle certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp, as attorney named therein, is authorized to sell the mortgaged property and is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged property.

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 of the proceeds thereof, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: Benjamin L. Barnes. L.Creston Beauchamp (SEAL)

S. F. Revelle (SEAL)

Claude R. Bounds (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 13th day of January, in the year nineteen hundred and thirty-three, 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:

L. Creston Beauchamp,	)	No.4452 Chancery
Ex parte.	)	In the Circuit Court
Trust created by mortgage from Robert J.	)	For Somerset County.
Miles and others to Sidney F. Revelle.	)	
	)	

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 Robert J. Miles and others to Sidney F. Revelle, dated August 31st, 1918, recorded among the land records of said Somerset County in Liber W.J.S.No.75, folio 212, 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 Maryland and Herald, a weekly newspaper published 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 Court House door, in Princess Anne, Maryland, on Tuesday, January 10th, 1933, at or about the hour of 1.50 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 Fairmount Election District, Somerset County, Maryland, on the West side of the road leading to the Wm. E. Miles farm, adjoining the lands of Dr. E. S. Miles and John Bozman, containing 54 acres, more or less, which was conveyed to the said Robert J. Miles in a deed of partition from Frank W. Miles, dated the 17th of November, 1902, recorded among said land records in Liber O.T.B.No.34, folio 186, improved by a comfortable dwelling and all necessary outbuildings and barns, and also, all the right, title and interest of the said Robert J. Miles and wife and Elizabeth Miles, the same being an one-half interest, in and to all that tract of marshland in said district, county and state, on the Manokin River, adjoining the above tract and the lands of Ford & Cox and containing one hundred and fifty acres, more or less, being a part of the land conveyed to the said Robert J. Miles and Frank W. Miles by Elizabeth Miles and others by deed dated October 13th, 1902, recorded among said land records in Liber O.T.B.No.34, folio 182, and sold the same to Sidney F.

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Revelle, he being the highest and best bidder therefor, at and for the sum of five hundred dollars, and the purchaser has complied with the terms of sale to the satisfaction of the trustee.

The said trustee makes the following distribution of the proceeds of said sale.

Whole amount of sale,		$500.00
Costs, as taxed by Clerk,	$20.50	
Advertising Sale & Order Nisi,	24.00	
Auctioneer,	1.00	
State and County Taxes, 1929-32,	110.04	
Commissions, as per Chancery rule,	39.00	194.54
		$305.46
To Sidney F. Revelle, holder of note secured by Mortgage,	$1200.00	
Interest due to day of sale,	98.40	$1298.40
Balance due mortgagor,		$992.94

And the trustee charges himself with the proceeds of said sale as cash, and prays a ratification of his proceedings in the premises.

Respectfully submitted,

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 13th day of January, 1933, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, 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 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.

J. Millard Tawes,
Clerk of Circuit Court.

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

L. Creston Beauchamp,	)	No.4452 Chancery
Ex parte.	)	In the Circuit Court
Trust created by mortgage from Robert J.	)	For Somerset County,
Miles and wife to Sidney F. Revelle.	)	Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 13th day of January, 1933, 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 proceeds by him made, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 23d of February 1933, 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 23d of February 1933.

The report states the amount of sale to be $500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 25th day of February, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee, and on motion of the said Assignee the Court here passed the following order to wit:

L. Creston Beauchamp,	)	No.4452 Chancery
Ex parte.	)	In the Circuit Court
	)	For Somerset County,
		Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions and no exceptions have been filed and that no cause to the contrary has been shown, it is this 25th day of February 1933, adjudged, ordered and decreed by

January Term, 1933.

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 of said sale 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.

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March, 1933.

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 6th.day of the same month, in the year of our Lord, one thousand nine hundred and thirty-three.

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 B. Robins, Ex parte.	) Be it remembered that heretofore
Under Trust created by purchase money mortgage	) to wit, on the 17th day of Janu-
from James Edward Marshall, to the Marine Bank	) ary, in the year nineteen hundred
of Crisfield, a corporation mortgagee.	) and thirty-three, a certain John
No.4460 Chancery.	) B. Robins, of Somerset County and
	) State of Maryland, exhibited and

filed in the Circuit Court here a certain mortgage executed and delivered to The Marine Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, from James Edward Marshall, of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this first day of December, in the year nineteen hundred and twenty-one, by James Edward Marshall of Somerset County, in the State of Maryland, whereas, the said James Edward Marshall has this day borrowed from "The Marine Bank of Crisfield," (a body corporate existing under the laws of the State of Maryland) the sum of Twenty-five Hundred dollars ($2500.00) which said sum of money has been advanced by the said Bank to the said mortgagor to enable him to pay the balance of the purchase price of certain real estate located in the City of Crisfield, State of Maryland, covered by this mortgage, which the said mortgagor has this day purchased from Hiram Edward Collins and Mayne A. Collins, his wife, and whereas, the said James Edward Marshall, mortgagor, has executed and delivered unto the said "The Marine Bank of Crisfield," a body corporate as aforesaid, his bill obligatory for said sum of Twenty-five hundred dollars ($2500.00) dated evenly herewith, payable one year after date, with interest from date, which said interest is to be paid every four months from date, and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said James Edward Marshall 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 James Edward Marshall has granted and by these presents doth grant and convey unto the said "The Marine Bank of Crisfield," a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land, situate, lying and being in the City of Crisfield, Somerset County, State of Maryland, and described as follows:

Being Lot Number Five (5) on plat of Direlco Park, made and prepared by J. Watson Thompson, Surveyor for The Dixie Realty Co., on the 15th day of July, in the year nineteen hundred and fourteen, and recorded among the Land Records of Somerset County with a deed to Ira T. Todd from Howard L. Edmunds, Attorney, bearing date the first day of August, in the year nineteen hundred and fourteen, and recorded among the said Land Records in Liber W.J.S.No.67, folio 77 etc., and being the same lot conveyed unto Hiram Edward Collins by James L. Wynne and Cecile H. Wynne, his wife, and the Marine Bank of Crisfield, a body corporate by deed bearing date the first day of June, in the year nineteen hundred and eighteen, duly of record among the aforesaid Land Records in Liber W.J.S.No.74, folio 275 etc., and being the same lot this day conveyed by

the said Hiram Edward Collins and wife to the said James Edward Marshall, which said deed is to be recorded simultaneously with this mortgage, to which said plat, 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 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 mortgagor, James E. Marshall, does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or 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 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 Twenty-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,

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and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies, in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: F. Douglas Sears. James E. Marshall (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this first 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 aforesaid, personally appeared James Edward Marshall, the mortgagor named in the foregoing mortgage and he acknowledged the foregoing mortgage to be his 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 the said Gordon T. Atkinson further made oath as aforesaid, that he is President of the Marine Bank of Crisfield, mortgagee, and its duly authorized agent for the purpose of making this affidavit.

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

Seal of Notary F. Douglas Sears, Notary Public.

Received for record December 3rd, 1921, and recorded in Liber W.J.S.No.83, folio 66, one of the Land Records of Somerset County.

Per: W. Jerome Sterling ,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 Twenty-five hundred 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 and successors, jointly and severally firmly by these presents, sealed with our seals and dated this nineteenth day of January, nineteen hundred and thirty-three.

Whereas, by a mortgage dated the first day of December in the year nineteen hundred and twenty-one from James Edward Marshall to the Marine Bank of Crisfield, the above bound John B. Robins was made agent, or Attorney, of the mortgagors to sell the property mortgaged in case of default in the payment of the Mortgage debt, and whereas default has been made in the payment of the mortgage debt, thereby secured, and the mortgagee has requested the Attorney aforesaid to sell the property named in the mortgage.

Now, the condition of this obligation is such, that if the above bound 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: Alice R. Moore John B. Robins (SEAL)

Corporate Seal United States Fidelity and Guaranty Co.
By Frederick E.Gardner,Attorney in Fact.

March Term, 1933.

Which said bond was thus thereon endorsed, to wit:

Attorney's bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 21st day of February, in the year nineteen hundred and thirty-three, 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:

John B. Robins, Ex parte Trust created by purchase money mortgage from James Edward Marshall to The Marine Bank of Crisfield, a corporation, mortgagee.	No.4460 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 purchase money mortgage from James Edward Marshall to The Marine Bank of Crisfield, a corporation organized and existing under the laws of the State of Maryland, for the purpose of foreclosure, default having occurred in the covenants and conditions of said mortgage, the said mortgage bearing date December 1, 1921, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S. No.83, folio 66 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 advertisement 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, February 18, 1933, at or about the hour of two 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, situate, lying and being in said Crisfield District, Somerset County, in the State of Maryland, and on the northerly side of said Maryland Avenue, fronting thereon 58.3 feet and running back a uniform depth of 185 feet, and being known as Lot No. Five (5) on the plat of Direlco Park as made and prepared by J. Watson Thompson, Surveyor, for The Dixie Realty Company, on the 15th day of July, 1914, and recorded among the Land Records of Somerset County, Maryland, with a deed to Ira T. Todd from Howard L. Edmunds, Attorney, dated August 1, 1914, and recorded among the said Land Records in Liber W.J.S.No.67, folio 77 etc., and being the same lot and premises conveyed unto Hiram Edward Collins by James L. Wynne and wife, and The Marine Bank of Crisfield, a corporation, by deed dated June 1, 1918, and recorded among the said Land Records in Liber W.J.S.No.74, folio 275 etc., and being the same lot and premises conveyed unto James Edward Marshall by Hiram Edward Collins and wife by deed dated December 1, 1921, and recorded among the said Land Records in Liber W.J.S.No.85, folio 148 etc, to which said plat, deeds and records special reference is here made for a more accurate description of the real estate and premises hereby mortgaged and conveyed.

The aforesaid property is improved by a comfortable dwelling house.

And the said Attorney named in said mortgage as aforesaid, sold the same to The Marine Bank of Crisfield, a corporation, at and for the sum of Thirteen Hundred Dollars ($1300.00) 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.

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March Term, 1933.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 20th day of February 1933, 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 are true to the best of his knowledge and belief, and that the said sale therein reported was fairly made.

Seal of Notary — Benjamin L. Barnes, 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.4460 Chancery
Under Trust created by purchase money mortgage	)	In the Circuit Court
from James Edward Marshall, to The Marine Bank	)	For Somerset County,
of Crisfield, a corporation, Mortgagee.	)	Maryland, in Equity.

Ordered, by the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, in Equity, this 21st day of February 1933, 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 25th of March, 1933, 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, 1933.

The report states the amount of sales to be $1300.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 22nd day of April, in the year nineteen hundred and thirty-three, comes again into Court here the said Attorney and on motion of the said Attorney, the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 22nd day of April, 1933, 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 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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May 1933.

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 1st day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

.....
.....

Continuation of the proceedings in No.4296 Chancery.

And thereafter, to wit, on the 22nd day of March, in the year nineteen hundred and thirty-three, 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:

Valliant Fertilizer Company	)	No.4296 Chancery
Vs.	)	Circuit Court for
Julian A. Todd, et al.,	)	Somerset County, Maryland.
	)	
	)	

To the Honorable, the Judge of said Court:

The report of George H. Myers, Trustee appointed by decree passed in the above 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 newspaper printed in 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 May, nineteen hundred and thirty-one, at about two o'clock P.M., and then and there did proceed to offer said real estate for sale, that is to say, your Trustee offered by public auction the property mentioned in said decree and in said advertisement and described as follows:

All that farm lying and binding on the East side of the State Road leading from Princess Anne to Kings Creek, containing two hundred twenty-one acres, more or less, improved by a two-story frame dwelling house, barn and outbuildings, which was conveyed to the said William P. Todd by deed from Frederick I. Broughm dated May first, nineteen hundred and twenty, and recorded among the land records of said Somerset County in Liber No.80, folio 381.

Which said property was offered by your said Trustee subject to a mortgage execute by the said Broughm to Ida I. Beauchamp, dated November sixth, nineteen hundred and eighteen and recorded as aforesaid in Liber No.75, folio 262, and assigned to the Bank of Somerset on which there is a balance due of seven thousand dollars, with interest from the sixty days of November, nineteen hundred and thirty.

But your said Trustee received no offer for said farm subject to said mortgage aforesaid.

That since the date of said public auction your Trustee has endeavored to find a purchaser for the said equity in said farm without success but is now offered the sum of ten dollars by a certain Edward G. Young and Mary F. Young for said property, subject to the aforesaid mortgage held by the Bank of Somerset and your Trustee has accepted said offer and said sum of ten dollars in order that he may dispose of this final item of real estate covered by said decree and close said trust.

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May,Term 1933.

And your Trustee further reports that he has distributed the said purchase price as follows:

Somerset News, publication of Order Nisi,	$4.00
J. Millard Tawes, Clerk of the Circuit Court, on account of his costs,	6.00
Total,	$10.00.

And your said Trustee prays a ratification of said sale and distribution.

Respectfully submitted,

George H. Myers, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 22nd day of March, nineteen hundred and thirty-three,before me, the subscriber, Clerk of the Circuit Court 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 sale 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:

Valliant Fertilizer Company	)	
	)	No.4296 Chancery
Vs.	)	Circuit Court for
Julian A. Todd, et al.,	)	Somerset County, Maryland.
	)	

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 24th day of April, 1933. 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 20th day of April, 1933.

The Report states the amount of Sales to be($10.00).

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 6th day of May, in the year nineteen hundred and thirty-three, 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,
	)	Term, 19__.

Ordered by the Court, This 6th day of May, 1933, that the sale and distribution of proceeds 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.

""

May Term, 1933.

Edgar A. Jones, Ex Parte.	)	Be it remembered that hereto-
Trust created by mortgage from Elwood Hiatt,	)	fore, to wit, on the 7th day
Ida Hiatt, John Steinmetz and Sara Steinmetz	)	of December, in the year
to James E. Moore.	)	nineteen hundred and thirty-
No.4451 Chancery.	)	two, a certain Edgar A.Jones,
	)	of Somerset County and State

of Maryland, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to James E. Moore from Elwood Hiatt, Ida Hiatt, John Steinmetz and Sara Steinmetz of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 20th day of June, in the year nineteen hundred and twenty, by Elwood Hiatt and Ida Hiatt, his wife, and John Steinmetz and Sarah Steinmetz, his wife, all of Somerset County and State of Maryland, witnesseth, Whereas, the said Elwood Hiatt and Ida Hiatt, his wife, and John Steinmetz and Sarah Steinmetz, his wife, are justly and bona fide indebted unto James E. Moore of said Somerset County in the full sum of Eleven Hundred Dollars, the same being for balance of purchase money for the hereinafter described real estate, and whereas, the said Elwood Hiatt and Ida Hiatt, his wife, and John Steinmetz and Sarah Steinmetz, his wife, have given their bill obligatory for said principal sum dated evenly herewith payable to the said James E. Moore, his personal representatives and assigns, one year after date with interest from date, to better secure the payment of which said sum and interest, when and as the same shall become due and payable, these presents are executed.

Now, therefore this Mortgage witnesseth, That in consideration of the premises and of the sum of One Dollar, the said Elwood Hiatt and Ida Hiatt, his wife, and John Steinmetz and Sarah Steinmetz, his wife, do grant and convey unto the said James E. Moore, his heirs and assigns, all that farm, tract, lot or parcel of land, containing forty-nine and sixteen-hundredths acres, more or less, situate in East Princess Anne Election District, in said Somerset County, which was conveyed to the said James E. Moore and L. Shanley Ford by Trig H. Peterman and wife by deed dated November 1, 1919, and recorded among the land records of said Somerset County in Liber W.J.S.No.79, folio 251, adjoining the land owned or recently owned by Howard Wright, Isaac Water, and others and being laid down and described by plat and surveyor's certificate prepared by S.F. Miles, Surveyor, and attached to a deed from Charles C. Rounds and wife to the said Trig H. Peterman duly of record, and being the same land and premises conveyed to the said Elwood Hiatt and John Steinmetz by the said James E. Moore and wife and L. Shanley Ford and wife by deed dated evenly herewith and intended to be delivered and recorded among the land records of said Somerset County simultaneously with this mortgage.

To which said deed and all the references therein contained special reference is hereby made as part hereof for a more full and particular description of the land and premises hereby mortgaged.

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 inter-

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est aforesaid, the said Elwood Hiatt and Ida Hiatt, his wife, and John Steinmetz and Sarah Steinmetz, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Joshua W. Miles or George H. Myers, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in 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 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, 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.

Elwood Hiatt (SEAL)

Ida Hiatt (SEAL)

John Steinmetz (SEAL)

Sarah Steinmetz (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 23rd day of June, in the year nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Elwood Hiatt, Ida Hiatt, John Steinmetz and Sarah Steinmetz, 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, James E. Moore, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he has not required the mortgagors agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenants to be paid in advance, nor will he require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

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

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

Received for record July 30th, 1920, and recorded in Liber W.J.S.No.82, folio 92 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignments:

For value received, I hereby assign the within mortgage to the Bank of Somerset, a corporation of Princess Anne, Maryland.

Witness my hand and seal this 24th day of June, 1926.

Witness: E. B. Rush. — James E. Moore (SEAL)

Filed for record June 28th, 1926, and recorded in Liber W.J.S.No.82, folio 93,

Test: W. Jerome Sterling, Clerk.

Assignment:

For value received the Bank of Somerset hereby assigns the within named mortgage to Frank C. Jones, without recourse.

Witness the hand of William B. Spiva, President of the said Bank and the corporate seal of the Bank, this 6th day of December, 1932.

Witness: Dorothy D. Jones. — Seal of Bank. — Wm. B. Spiva, President of the Bank of Somerset.

For value received I hereby assign the within mortgage to Edgar A. Jones, for the purpose of foreclosure.

Witness my hand and seal this 7th day of December, 1932.

Witness: James R. Stewart. — Frank C. Jones (SEAL)

Filed for record December 7th, 1932, and recorded in Liber W.J.S.No.82, folio 92.

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on the same date of the Mortgage the following Bill Obligatory was filed:

One year after date, with interest from date, we promise to pay to James E. Moore, his personal representatives or assigns, the sum of Eleven Hundred Dollars, this obligation being secured by a mortgage of even date herewith on farm containing forty-nine and sixteen hundredths acres, more or less, situate in East Princess Anne Election District, in Somerset County, Maryland.

Witness our hands and seals this 20th day of June, nineteen hundred and twenty.

Test: Samuel H. Sudler.

$.22 Revenue Stamp.

Elwood Hiatt (SEAL)
Ida Hiatt (SEAL)
John Steinmetz (SEAL)
Sarah Steinmetz (SEAL)

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May Term, 1933.

Assignments:

For value received I hereby assign the within note and the mortgage secured thereby to the Bank of Somerset, Princess Anne, Md.,

Witness my hand and seal this 24th day of June, 1926.

Witness: E. B. Rush. James E. Moore (SEAL)

Assignment: For value received the Bank of Somerset hereby assigns the within note and the mortgage securing same to Frank C. Jones without recourse.

Witness the hand of William B. Spiva, President of the said Bank and the corporate seal of the Bank this 6th day of December, 1932.

Witness: Dorothy D. Jones. Seal of Bank. Wm. B. Spiva, President of the Bank of Somerset.

Filed May 25th, 1933.

And thereupon the said Edgar A. Jones, Assignee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Edgar A. Jones, Frank C. Jones and George Norman Pusey 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 our selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, seales with our seals and dated this 7th day of December, in the year Nineteen Hundred and thirty-two.

Whereas by mortgage dated June 20th, 1920, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.82, folio 92 etc., Elwood Hiatt, Ida Hiatt, John Steinmetz and Sarah Steinmetz, conveyed to James E. Moore certain real estate in said Somerset County, to secure the payment of the sum therein mentioned, and whereas by assignment dated June 24, 1926, recorded among the said land records in Liber W.J.S.No.82, folio 92 etc., the said James E. Moore assigned the said mortgage to The Bank of Somerset and whereas by assignment dated December 6th, 1932, recorded among the said Land Records in Liber W.J.S.No.82, folio 92 etc, the said Bank of Somerset assigned the said mortgage to Frank C. Jones and whereas by assignment dated December 7th, 1932, recorded among the land records of Somerset County in Liber W.J.S.No. 82, folio 92 etc., the said Frank C. Jones assigned the said mortgage to Edgar A. Jones for the purpose of collection and foreclosure, and whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage and whereas default has occured in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained,

Now therefore the condition of the above obligation is such, that if the above bounden, Edgar A. Jones do and shall well and faithfully perform the trust reposed in him in and by said mortgage and shall abide 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 is void, otherwise to be and remain in full force and virtue in law.

Witness: Edgar A. Jones (SEAL)

James R. Stewart. Frank C. Jones (SEAL)

George Norman Pusey (SEAL)

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 4th day of January, in the year nineteen hundred and thirty-three, 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,

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following, to wit:

Edgar A. Jones, Ex parte.	)	No.4451 Chancery
Trust created by Mortgage from Elwood Hiatt	)	In the Circuit Court
Ida Hiatt, John Steinmetz and Sara Steinmetz.	)	Of Somerset County.
To James E. Moore.	)	

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

The report of Edgar A. Jones, Assignee, of a mortgage from Elwood Hiatt, Ida Hiatt, John Steinmetz and Sara Steinmetz, to James E. Moore, dated June 20th, 1920, and recorded among the land records of Somerset County, Maryland, in liber W.J.S.No.82, folio 92 etc., by the said James E. Moore assigned to the Bank of Somerset, a body corporate, by the Bank of Somerset assigned to Frank C. Jones, and by said Frank C. Jones assigned to the said Edgar A. Jones for the purpose of foreclosure by assignment, dated the 7th day of December, 1932, and recorded among the said land records, respectfully represents:

That by virtue of the power and authority contained in said mortgage, and after having given bond with approved security as required by law conditioned upon faithful performance of the trust reposed in him by the said mortgage, and having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the "Somerset News," a weekly newspaper published in said County and by a handbill posted at the Court House door in said County, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Somerset County, Maryland, on Tuesday January 3rd, 1933, at about the hour of two o'clock P.M., and then and there proceed to sell at public auction the following described property conveyed by said mortgage, to wit:

He offered all that lot or parcel of land containing 49.16 acres, more or less, situate in East Princess Anne Election District in said Somerset County, on the North side of the County Road, leading from Princess Anne to West Post Office, and being the same land and premises conveyed to the said Elwood Hiatt and John Steinmetz by the said James E. Moore and wife, and L. Shanley Ford and wife by deed dated June 20th, 1920, and duly recorded among the said land records in Liber W.J.S.No.81, folio 106, and sold the same to Frank C.J. Jones, he being the highest bidder therefor at and for the sum of $300.00, and the purchaser has complied with the terms of the sale to the satisfaction of the assignee.

And the assignee charges himself with the proceeds of said sale as cash, and prays a ratification of his proceedings in the premises.

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 4th day of January, 1933, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, in the State of Maryland, personally appeared Edgar A. Jones, the Assignee, mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

As witness my hand the day and year last above written.

J. Millard Tawes,
Clerk of the Circuit Court.

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

Edgar A. Jones, Ex Parte.	)	No.4451 Chancery
Trust created by mortgage from Elwood Hiatt, Ida Hiatt, John Steinmetz and Sara Steinmetz to James E. Moore.	)	In the Circuit Court of
	)	Somerset County.

It is ordered by the Circuit Court of Somerset County, Maryland, this 4th day of January, 1933, that the report of Edgar A. Jones, Assignee mentioned in the foregoing report of sale,

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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 4th day of February, 1933, 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 February 1933.

The report states the amount of sale to be $300.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 24th day of May, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order, to wit:

Edgar A. Jones, Ex parte.	)	No.4451 Chancery
Trust created by mortgage from Elwood Hiatt,	)	In the Circuit Court of
Ida Hiatt, John Steinmetz and Sara Steinmets to	)	Somerset County.
James E. Moore.	)	

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 May, 1933, adjudged, ordered and decreed by the Circuit Court of Somerset County, Maryland, in Equity, that the within report of sale of Edgar A.Jones, Assignee, and the sale by him reported, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer, Judge.

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

Per: J. Millard Tawes ,Clerk.

""

Gordon Tull, Assignee,	)	Be it remembered that heretofore,
Under a Mortgage from James E. Byrd and	)	to wit, on the 13th day of March,
Mary E. Byrd, his wife, and dated December	)	in the year nineteen hundred and
2nd. 1925, Ex parte.	)	thirty-three, a certain Gordon Tull,
No.4471 Chancery.	)	of Somerset County and State of
		Maryland, exhibited and filed in the

Circuit Court here, a certain mortgage executed and delivered to Edith M. Webel from a certain James E. Byrd and Mary E. Byrd, his wife, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 2nd day of December, in the year nineteen hundred and twenty-five by James E. Byrd and Mary E. Byrd, his wife, of Somerset County, Maryland, witnesseth: Whereas the said James E. Byrd and Mary E. Byrd, his wife, are justly and bona fide indebted unto Edith M. Webel of Baltimore City, Maryland, in the sum of fourteen hundred and seventy-five dollars for money loaned by the said Edith M. Webel to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said James E. Byrd and Mary E. Byrd for said sum of fourteen hundred and seventy-five dollars, dated evenly herewith, and payable to the said Edith M. Webel two years after date, with interest from date, payable semi-annually from date, reserving the right to pay said principal sum or one hundred dollars or any multiple thereof at any interest paying period, with interest to the time of payment, and whereas for the purpose of securing the payment of said sum of said sum of fourteen hundred and seventy-five dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises the said James E. Byrd and Mary E. Byrd, his wife, hereby grant and convey unto the said Edith M. Webel, her heirs and assigns, all that lot or parcel of land situate, lying and being in East Princess

Anne Election District, Somerset County, Maryland, lying on the south side of Irving Avenue, in the Town of Princess Anne, adjoining the lands of Gordon Tull and others, which was conveyed to the said James E. Byrd and Mary E. Byrd, his wife, by L. Creston Beauchamp, Assignee, and others, by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded co-temporaneously with this mortgage.

To which said deed and all the references therein contained, specially 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 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 James E. Byrd and Mary E. Byrd, his wife, the mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, her personal representatives or assigns, or L. Creston Beauchamp, 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, and 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

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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, 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: Vernon E. White — James E. Byrd (SEAL)

Mary E. Byrd (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 2nd day of December, in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid , personally appeared James E. Byrd and Mary E. Byrd, his wife, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Irving O. Dryden, agent of the said Edith M. Webel, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he, the said Irving O. Dryden, is the agent of the said Edith M. Webel, and is authorized to make this affidavit.

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

Seal of Notary — Vernon E. White, Notary Public.

State of Maryland, Somerset County, to wit:

I, Edith M. Webel, the mortgagee herein for value received, do hereby assign and set over the above and within mortgage to Gordon Tull for the purpose of collection and foreclosure.

Witness my hand and seal this 10th day of March, in the year, 1933.

Test: Irving O. Dryden. — Edith M. Webel (SEAL)

Received for record December 2nd, 1925, and recorded in Liber W.J.S.No.89, folio 314, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, 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 Edith Webel and Irving O. Dryden, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand dollars, ($3000.00) 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 day of March, in the year nineteen hundred and thirty-three.

Whereas the above bounden Gordon Tull by virtue of power contained in a mortgage from James E. Byrd and Mary E. Byrd, his wife, to Edith Webel, dated December 2nd, 1925, and recorded among

the Mortgage records of Somerset County, in Liber W.J.S.No.89, folios 314 etc., and duly assigned to said Gordon Tull for the purpose of foreclosure, is about to execute the trust reposed in him and foreclose said mortgage under the power therein contained (default having occurred under the covenants therein)

Now, therefore, the condition of the above obligation is such, that if the above bounden Gordon Tull, Assignee as aforesaid, 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, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to such mortgage property or the proceeds thereof after sale, 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:	Gordon Tull	(SEAL)
Witness: George Hall.	Irving O. Dryden	(SEAL)
	Edith M. Webel	(SEAL)

Which said bond was thus thereon endorsed, to wit:

Assignee's bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 11th day of April, in the year nineteen hundred and thirty-three, 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.	)	No.4471 Chancery
Under a Mortgage from James E. Byrd and Mary	)	In the Circuit Court
E.Byrd, his wife, Ex parte.	)	For Somerset County.
	)	

To the Honorable, the Judge of the Circuit Court for Somerset County.

The report of Gordon Tull, Assignee under a mortgage from James E. Byrd and Mary E. Byrd, his wife, to Edith M. Webel, dated December 2nd, 1925, and recorded among the land records of Somerset County in Liber W.J.S.No.89, folios 314 etc., to make sale of the property 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 requisites as required by law and the power contained in the said mortgage, 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 three successive weeks or more before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in Princess Anne, Somerset County, Maryland, on Tuesday, April 11th, 1933, at the hour of two o'clock P.M. and then and there proceeded to sell the property mentioned in said Mortgage, in manner following, that is to say:

Your assignee offered at public sale to the highest bidder for cash, all the property mentioned in said mortgage, as follows: Being all that house and lot, with improvements thereon, situated in East Princess Anne District, Somerset County, Maryland, in the Town of Princess Anne, on the south side of Irving Avenue and bounded on the north by said Irving Avenue, on the East by the Virgie Haymam property, on the south by the Wilson property and on the West by the land of Gordon Tull, and being the property where Mr. Evans now resides, and where Fred Culver formerly resided, and was was conveyed to James E. Byrd and Mary E. Byrd, his wife, by deed from L.Creston Beauchamp, assignee dated December 2nd, 1925 and duly recorded among the land records of Somerset County, in Liber W.J.S.No.92, folio 366.

And your assignee sold the same to Edith M. Webel at and for the sum of Fifteen Hundred dollars ($1500.00) she being then and there at that sum highest bidder therefor, and the said purchaser complied with the terms of sale by paying cash.

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And your trustee prays your Honor to ratify the said sale and also the distribution herein made of the proceeds of sale, the said proceeds of sale being much less than the requirements to pay the mortgage, debt, interest and expenses.

Statement:

Whole amount mortgage debt and interest for nine months.			$1541.38
Whole amount of Proceeds of sale,		$1500.00	
Disbursements.			
Trustees Commissions,	$94.00		
Advertising Sale & Order Nisi,	12.00		
Auctioneer,	2.00		
Taxes, State, County & Municipal,	50.92		
Clerk of Court,	21.50		
Total Expenses,	$180.42		
Leaving a balance due and unpaid of			221.80

Respectfully submitted,

Gordon Tull, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of April, 1933, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, Assignee, and made oath in due form of law that the matters and things set forth in the above report of sale, as well as the distribution of the proceeds thereof, 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.

Gordon Tull, Assignee, under a Mortgage from	)	No.4471 Chancery
James E. Byrd and Mary E. Byrd, his wife, and dated	)	In the Circuit Court
December 2nd, 1925, Ex parte.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in equity, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds of sale, made and reported by Gordon Tull, Assignee to foreclose the above mentioned mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of May 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 8th day of May, 1933.

The report shows the amount of the sales to be $1500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 31st day of May, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following order to wit:

Gordon Tull, Assignee, under a mortgage	)	No.4471 Chancery
from James E. Byrd and Mary E. Byrd, his wife, and	)	In the Circuit Court
dated December 2nd, 1925, Ex parte.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in equity, this 31st day of May, 1933, that the sale made, as well as the distribution of the proceeds thereof, made and reported by Gordon Tull, Assignee 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

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required by the Order Nisi passed in said cause, and the said assignee, as Trustee is hereby allowed the usual commissions and such proper expenses as he shall produce vouchers for.

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 Lawes ,Clerk.

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Curtis W. Long, Assignee for the purpose of foreclosure and collection under and by virtue of the power of sale contained in a mortgage from Caroline Pusey, George Woodland Pusey, Nellie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I. Pusey, Olivia E. Miller, Augusta Jones, John W. Jones, Susie A. Hitch, Clarence B. Pusey and Martha Pusey to John Hitch and Charles F. Pusey, the interest of the said Charles F. Pusey having been assigned to the said John Hitch, and by the said John Hitch, duly assigned to the said Curtis W. Long, Ex Parte.	) Be it remembered that heretofore to wit, on the 28th day of February, in the year nineteen hundred and thirty-three, a certain Curtis W. Long, of Wicomico County and State of Maryland, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to
No.4469 Chancery.	)

Charles F. Pusey and John Hitch, from a certain Caroline Pusey, George Woodland Pusey and Nellie Pusey his wife, Harcourt Pusey and Daisy Pusey his wife, and Warren Pusey, all of Somerset County, in the State of Maryland, Olivia E. Miller of Worcester County, in the State of Maryland, Augusta Jones and John W. Jones, her husband, Susie A. Hitch of Wicomico County, in the State of Maryland, and Clarence B. Pusey and Martha Pusey his wife, of Raleigh County, in the State of West Virginia, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 17th day of April, in the year nineteen hundred and twenty-eight, by Caroline Pusey, George Woodland Pusey and Nellie Pusey, his wife, Harcourt Pusey and Daisy Pusey his wife, and Warren Pusey, all of Somerset County, in the State of Maryland, Olivia E. Miller of Worcester County in the State of Maryland, Augusta Jones and John W. Jones, her husband, Susie A. Hitch of Wicomico County, in the State of Maryland and Clarence B. Pusey and Martha Pusey, his wife, of Raleigh County in the State of West Virginia.

Whereas the said Caroline Pusey, George Woodland Pusey and Nellie Pusey his wife, Harcourt Pusey and Daisy Pusey his wife, Warren Pusey, Olivia E. Miller, Augusta Jones and John W.Jones, her husband, Susie A. Hitch, Clarence B. Pusey and Martha Pusey his wife, have borrowed from Charles F. Pusey and John Hitch of Wicomico County, in the State of Maryland, the full and just sum of Fifteen Hundred and Eight Dollars and seventeen cents ($1508.17) as evidenced by the joint Bill Obligatory of the said Caroline Pusey, George Woodland Pusey and Nellie Pusey his wife, Harcourt Pusey and Daisy Pusey his wife, Warren Pusey, Olivia E. Miller, Augusta Jones and John Jones her husband, Susie A. Hitch, Clarence B. Pusey and Martha Pusey his wife, for the said Principal sum of Fifteen Hundred and eight dollars and seventeen cents ($1508.17) with interest thereon from the date thereof and bearing even date herewith, the whole principal sum with interest as aforesaid payable one year from the date thereof and to secure the payment of which sum with interest as aforesaid, these presents are executed.

Now therefore this mortgage witnesseth that in consideration of the premises and of the sum of Five Dollars, we the said Caroline Pusey, George Woodland Pusey, and Nellie Pusey his wife, Harcourt Pusey and Daisy Pusey, his wife, Warren Pusey, Olivia E. Miller, Augusta Jones and John W. Jones, her husband, Susie A.Hitch and Clarence B. Pusey and Martha Pusey his wife, do hereby grant and convey unto the said Charles F. Pusey and John Hitch their heirs and assigns the right, title, interest and estate of the said aforenamed grantors in and to all that farm or tract or tracts of land lying and being situate in East Princess Anne Election District in Somerset County, in the State of Maryland and known as the "Asbury Farm," and containing forty acres of land more or less and being all the land of which the late Asbury Pusey died seized

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and being all of the same land which was conveyed to the said Asbury Pusey by Littleton R. Polk and another, by deed dated on the 24th day of February, 1883, and duly recorded among the Land Records of Somerset County, Maryland, in Liber B.F.L.No.5, folio 699 and by deed from the said Littleton R. Polk and another and dated on the 24th day of April 1893, and duly recorded among the aforesaid Land Records in Liber H.F.L.No.12, folio 596, and by deed from Joseph William Barclay and others and dated on the 24th day of December, 1887, and duly recorded among the aforesaid Land Records in Liber G.W.L.No.96, folio 384, et seq., except so much thereof as was conveyed unto George W. Pusey by the said Asbury Pusey and wife by deed dated on the 11th day of April 1896, and which said deed is duly recorded among the aforesaid Land Records in Liber O. T.B.No.19, folio 72 et seq., and containing about seventeen acres of lamd.

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 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 Caroline Pusey, George Woodland Pusey and Nellie Pusey his wife, and Warren I. Pusey, Harcourt Pusey and Daisy Pusey his wife, Olivia E. Miller, Augusta Pusey and John Jones, his wife, Susie A. Hitch, Clarence B. Pusey and Martha Pusey his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or 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 makkng 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 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 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 calcul-

ated 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 mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees, and to deposit the policy or policies as aforesaid, the said mortgagees 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: as to Caroline Pusey, George Woodland Pusey Nettie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I. Pusey, Olivia E. Miller, Augusta Jones and John W. Jones.

Vernon E. White.

Test: as to Susia A. Hitch.

Vernon E. White.

Test: as to Clarence B. Pusey and Martha Pusey.

J. A. Diehl, Notary. Seal of Notary.
Apr.28, 1928,
My Commission Expires July 28, 1933.

her
Caroline X Pusey (SEAL)
mark
George Woodland Pusey (SEAL)

Nettie B. Pusey (SEAL)

Harcourt Pusey (SEAL)

Dasie Pusey (SEAL)

Warren I. Pusey (SEAL)

Olivia E. Miller (SEAL)
her
Augusta X Jones (SEAL)
mark
John W. Jones (SEAL)

Susia A. Hitch (SEAL)

Clarence B. Pusey (SEAL)

Martha Pusey (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 17th day of April, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Caroline Pusey, George Woodland Pusey and Nellie Pusey, his wife, Harcourt Pusey and Daisey Pusey, his wife, and Warren Pusey and Olivia E.Miller, and Augusta Jones and John W. Jones, her husband, nine of 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 Charles Pusey and John Hitch, the above named mortgagees, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he is the agent of the said Charles Pusey and John Hitch, the above named mortgagees 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.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th day of April, in the year nineteen hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset

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County, aforesaid, personally appeared Susia A. Hitch, one of the above named mortgagors and did acknowledge the foregoing mortgage to be her act and deed.

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

Seal of Notary — Vernon E. White, Notary Public.

State of West Virginia, Raleigh County, to wit:

I hereby certify that on this 30th day of April, in the year, nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Raleigh County aforesaid, personally appeared Clarence Pusey and Martha Pusey, his wife, two of the within and foregoing named mortgagors, and did each acknowledge the within and foregoing mortgage to be their respective act and deed.

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

Seal of Notary — J. A. Diehl, Notary Public.

My Commission expires July 28, 1933.

Received for record May 11th, 1928, recorded in Liber G.W.L.No.95, folio 450, one of the Land Records of Somerset County.

Per: George W. Lawson, Clerk.

Assignment.

For value received I hereby assign all my interest in the within mortgage to John Hitch, without recourse to me.

Witness my hand and seal this 20th day of February, A.D. 1933.

Test: Laura A. Pusey. — Charles F. Pusey (SEAL)

Assignment:

I hereby assign the within and aforegoing mortgage to Curtis W. Long for the purpose of foreclosure and collection.

Witness my hand and seal this 20th day of February, A.D. 1933.

Test: Nannie L. Shockley. — John Hitch (SEAL)

Filed for record February 28th, 1933, and recorded in Liber G.W.L.No.95, folio 450.

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on the 28th day of February, 1933, the following Bill Obligatory was filed:

$1508.17.

One year after date, we jointly and severally promise and oblige ourselves, our Executors or Administrators to pay to pay Charles Pusey and John Hitch of Wicomico County, in State of Maryland, their heirs or assigns, the full and just sum of Fifteen Hundred and eight dollars and seventeen cents ($1508.17) with interest thereon from the date hereof.

This obligation being given for money this day borrowed from the said Charles Pusey and John Hitch and is secured by mortgage bearing even date herewith upon farm or tract of land, lying and being situate in East Princess Anne Election District in Somerset County in the State of Maryland., and known as the Asbury Pusey Farm," and containing Forty acres of land more or less.

Witness our hands and seals this Seventeenth day of April, in the year nineteen hundred and twenty-eight.

Test: as to Caroline Pusey, George Woodland Pusey, Nettie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I. Pusey, Olivia E. Miller, Augusta E. Jones and John W. Jones.

Vernon E. White.

Caroline her X mark Pusey (SEAL)
George Woodland Pusey (SEAL)
Nettie B. Pusey (SEAL)
Harcourt Pusey (SEAL)
Dasie Pusey (SEAL)
Warren I. Pusey (SEAL)
Olivia E. Miller (SEAL)
Augusta her X mark Jones (SEAL)

May Term, 1933.

Test: as to Susia Hitch.

Vernon E. White.

Test: as to Clarence B. Pusey and Martha Pusey.

J. A. Diehl, Seal of
Apr.28, 1928. Notary.

My Commission expires July 28, 1933.

John W. Jones (SEAL)

Clarence B. Pusey (SEAL)

Martha Pusey (SEAL)

Susia A. Hitch (SEAL)

Assignment.

For value received, I hereby assign all my interest in the within mortgage bond to John Hitch, with recourse to me.

Witness my hand and seal this 20th day of February, A.D. 1933.

Test: Laura A. Pusey.

Charles F. Pusey (SEAL)

Assignment.

I hereby assign the within mortgage bond to Curtis W. Long for the purpose of foreclosure and collection.

Witness my hand and seal this 20th day of February, A.D. 1933.

Test: Nannie L. Shockley.

John Hitch (SEAL)

And thereupon the said Curtis W. Long, Assignee filed in Court here a bond in the words following, to wit:

Curtis W. Long, Assignee for the purpose of foreclosure and collection under and by virtue of the power of sale contained in a mortgage from Caroline Pusey, George Woodland Pusey, Nettie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I. Pusey, Olivia E. Miller, Augusta Jones, John W. Jones, Susia A. Hitch, Clarence B. Pusey, Martha Pusey to John Hitch and Charles F. Pusey, the interest of the said Charles F. Pusey having been assigned to the said John Hitch and by the said John Hitch fuly assigned to the said Curtis W. Long, Ex parte.	)	No.4469 Chancery In the Circuit Court For Somerset County, State of Maryland.

KNOW ALL MEN BY THESE PRESENTS, That we, Curtis W. Long, as principal, and John W. Hitch and Susie A. Hitch, as sureties, all of Wicomico County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred dollars ($3500.00) well and truly to be made, we bind ourselves, and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, this 27th day of February, in the year nineteen hundred and thirty-three.

Whereas, the above bounden Curtis W. Long, Assignee for the purpose of foreclosure and collection under and by virtue of the power of sale contained in a mortgage from Caroline Pusey et al., to John Hitch and Charles F. Pusey, the interest of the said Charles F. Pusey having been assigned to the said John Hitch, said mortgage being dated April 17th, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L.No.95, folio 450, is about to sell the property by said mortgage conveyed.

Now, the condition of this obligation is such, that if the above bounden Curtis W. Long do and shall well and truly and faithfully perform the trust imposed in him by the aforesaid conditions of said mortgage or that may be reposed in him by any future decree or order in the premises then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Mabel H. Malone.

Curtis W. Long (SEAL)
Principal.

John W. Hitch (SEAL)

Susie A. Hitch (SEAL)
Sureties.

Which said bond was thus thereon endorsed, to wit:

Bond Approved,

J. Millard Tawes, Clerk.

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And thereafter to wit, on the 21st day of April, in the year nineteen hundred and thirty-three, 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:

Curtis W. Long, Assignee for the purpose of foreclosure and collection under and by virtue of the power of sale contained in a mortgage from Caroline Pusey, George Woodland Pusey, Nellie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I. Pusey, Olivia E. Miller, Augusta Jones, John W. Jones, Susie A. Hitch, Clarence B. Pusey and Martha Pusey to John Hitch and Charles F. Pusey, the interest of the said Charles F. Pusey having been assigned to the said John Hitch and by the said John Hitch duly assigned to the said Curtis W. Long, Ex parte.	)	No.4469 Chancery In the Circuit Court For Somerset County, State of Maryland.

To the Honorable, the Judges of said Court:

The report of Curtis W. Long, Assignee of John Hitch for the purpose of foreclosure and collection under power of sale contained in a mortgage from Caroline Pusey, George Woodland Pusey, Nellie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I, Pusey, Olivia E. Miller, Augusta Jones, John W. Jones, Susie A. Hitch, Clarence B. Pusey and Martha Pusey to John Hitch and Charles F. Pusey, the interest of the said Charles F. Pusey having been assigned to the said John Hitch, dated April 17th, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L.No.95, folio 450, respectfully shows:

That after default had been made in the terms, covenants and conditions of said mortgage and after first giving bond, with sureties approved by Clerk of this Court and after having given at least twenty days notice by advertisement published in the "The Somerset News," a weekly newspaper printed and published in Somerset County, prior to March 21st, 1933, (a copy of said advertisement and a certificate showing its publication being hereto attached and made a part of this report) this Assignee did, on March 21st, 1933, at or about the hour of two o'clock P.M. attend at the front door of the Court House in Princess Anne, Somerset County, Maryland, it being the time and place in said advertisement mentioned, and did then and there offer for sale, at public auction, for cash, the following property, to wit: all that tract or parcel of land situate, lying and being in East Princess Anne Election District, in Somerset County, Maryland, and known as the "Asbury Farm," containing forty acres of land, more or less, and being all the land of which the late Asbury Pusey died seized, and being all of the land which was conveyed to the said Asbury Pusey by Littleton R. Polk et al., by deed dated February 24th, 1883, and duly recorded among the Land Records of Somerset County, Maryland, in Liber B.F.L.No.5, folio 699, and by deed from the said Littleton R. Polk et al., dated April 24th, 1893, and recorded among the aforesaid Land Records in Liber H.F.L.No.12, folio 596, and by deed from Joseph William Barclay et al., dated December 24th, 1887, and recorded among the aforesaid Land Records in Liber G.W.L.No.96, folio 384, except so much thereof as was conveyed unto George W. Pusey by the said Asbury Pusey by deed dated April 11th, 1896, and recorded among the aforesaid Land Records in Liber O.T.B.No.19, folio 72, containing seventeen acres of land, and sold the same to John W. Hitch at and for the sum of Eleven Hundred dollars ($1100.00) he being the highest and best bidder therefor.

And the said purchaser will comply with the terms of sale by paying cash for said property upon final ratification of this report.

And this Assignee further begs leave to report that he has made distribution and prays ratification, of the proceeds thus arising from said sale, as follows:

Cash from sale of property, $1100.00

Distribution.

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Distribution.

			$1100.00
J. Millard Tawes, Clerk's costs,		$11.50	
Harry E. Muir, State and County taxes 1931		44.60	
" " " " " " " 1932		39.34	
The Somerset News, Adv. Order Nisi- reprints.		23.75	
Burnie Dryden, Auctioneer,		2.00	
Long & Johnson, appearance fee,		10.00	
Curtis W. Long, commissions as per rule,		78.00	209.19
Balance to apply on mortgage and interest,			$ 890.81
Mortgage principal	$1508.17		
Interest on same from April 17th, 1928	387.19		
	$1895.36		
Applied on mortgage,	890.81		
Balance due on mortgage prin. and interest,	$1004.55		

Respectfully submitted,

Curtis W. Long, Assignee.

State of Maryland, Wicomico County, to wit:

I hereby certify, that on this 31st day of March, A.D. 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Curtis W. Long, Assignee as aforesaid, and made oath in due form of law that the matters and things stated by him in the aforegoing report of sale and distribution of the proceeds arising therefrom were true and correct to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Seal of Notary

Mabel H. Malone,
Notary Public.

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

ORDER NISI:

Ordered, this 21st day of April, in the year nineteen hundred and thirty-three, by the Circuit Court for Somerset County, Maryland, in Equity, that the aforegoing report of sale and distribution of the proceeds arising from the sale of the property mentioned in these proceedings, made and reported by Curtis W. Long, Assignee of John Hitch for the purpose of foreclosure and collection under power of sale contained in a mortgage from Caroline Pusey, George Woodland Pusey, Nellie B. Pusey, Harcourt Pusey, Dasie Pusey, Warren I. Pusey, Olivia E. Miller, Augusta Jones, John W. Jones, Susie A. Hitch, Clarence B. Pusey and Martha Pusey to John Hitch and Chas. F. Pusey, the interest of the said Charles F. Pusey having been assigned to the said John Hitch, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of May, 1933, provided a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, Maryland, once in each of three successive weeks before the 22nd day of May, 1933.

The report states the amount of sale to be $1100.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 7th day of June, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee, and on motion of the said Assignee, the Court here passed the following order, to wit:

Final Order of Ratification.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 7th day of June, A.D. 1933, that the sale of the property mentioned in these proceedings and the distribution arising therefrom as shown herein be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice thereof appears to have been

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given as required by the terms of the Order Nisi passed and published 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 Lawes ,Clerk.

"""

F. Leonard Wailes, Assignee of The Pennsylvania Company for Insurances on Lives and Granting Annuities, Assignee etc., Vs. William E. Byrd and Eliza E. Byrd his wife. No.4468 Chancery.	Be it remembered that heretofore to wit, on the 21st day of February, in the year nineteen hundred and thirty-three, a certain F.Leonard Wailes, of Wicomico County, and State of Maryland, exhibited and filed in the Circuit Court here a certain mortgage executed and delivered to Bank of Crisfield from a certain William E. Byrd and Eliza E. Byrd, his wife, of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twenty-third day of October, in the year nineteen hundred and twenty, by William E. Byrd and Eliza E. Byrd, his wife, of Somerset County, in the State of Maryland, Whereas the said William E. Byrd and Eliza E. Byrd his wife, have this day borrowed from the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, the sum of Seven Hundred Dollars ($700.00) and have executed and delivered unto the said the "Bank of Crisfield," a body corporate as aforesaid, their promissory note for said sum of Seven Hundred Dollars ($700.00) dated evenly herewith, payable to the said the "Bank of Crisfield," a body corporate as aforesaid, two years after date, with interest from date, which said interest is to be paid semi-annually, and whereas, for the purpose of further securing the payment of said sum of money, with interest and payable as aforesaid, the said William E. Byrd and Eliza E. Byrd, 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 William E. Byrd and Eliza E. Byrd, his wife, have granted and by these presents do grant and convey unto 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, and described as follows, that is to say, beginning for the same on the South side of the Byrdtown Road where it intersects with the Main County Road, running thence in an Easterly direction by and with the said Byrdtown Road to the land of John F. Byrd's heirs, thence in a Southerly direction by and with the land of said John F. Byrd's heirs, to the land of John W. Byrd, thence in a Westerly direction by and with the land of said John W. Byrd, to the said County Road, and thence in a Northerly direction by and with the said County Road to the place of beginning, containing one and one-half acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Eliza E. Byrd by the said William E. Byrd by deed bearing date the fourth day of February, in the year eighteen hundred and ninety-five and recorded among the Land Records of Somerset County in Liber H.F.L.No.16, folio 104, to which said deed and records, and all the references in each of them contained, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

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

May Term, 1933.

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 William E. Byrd and Eliza E. Byrd 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 seven 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 additional indebtedness hereby intended to be secured, with

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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

William E. Byrd (SEAL)
her
Eliza E. X Byrd (SEAL)
mark

State of Maryland, Somerset County, to wit:

I hereby certify, that on this twenty-third day of October, 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 William E. Byrd and Eliza E. Byrd, 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.

In testimony whereof I hereunto subscribe my name the day and year aforesaid.

Fred N. Holland, J.P.

Received for record October 26, 1920, and recorded in Liber W.J.S.No.82, folio 188, one of the Land Records of Somerset County,

Per: W. Jerome Sterling, Clerk.

Assignment:

For value received, the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, hereby assigns the within mortgage to John E. Byrd, without recourse.

Witness the seal of said "Bank of Crisfield," and the hand of Warren F. Sterling, the president thereof, this twenty-first day of September, 1925.

Witness: J. Coyne Sterling,
Cashier of Bank of Crisfield,

Seal of Bank.

Warren F. Sterling,
President of Bank of Crisfield.

Filed for record September 21st, 1925, and recorded in Liber W.J.S.No.82, folio 188.

Test: W. Jerome Sterling, Clerk.

Assignment:

For value received, the Drovers & Merchants National Bank, a body corporate existing under the laws of the United States of America, Administrator of the Estate of John E. Byrd, deceased, hereby assigns one-half of the within mortgage to the Holmesburg Trust Company, Guardian of the Estate of John William Byrd and one-half of the within mortgage to the Holmesburg Trust Company, Guardian of the Estate of Florence Mary Byrd, without recourse.

Witness the seal the said Drovers & Merchants National Bank and the hand of John P. Kolb, the Vice-President, thereof this 26th day of July, 1927.

Witness: Charles V. Mohan,
Cashier of Drovers & Merchants National Bank.

John P. Kalb,
Vice-President of Drovers & Merchants National Bank.

Filed for record August 11th, 1927, and recorded in Liber W.J.S.No.82, folio 188,

Test: George W. Lawson, Clerk.

On February 21st, 1933 the following Assignment of Mortgage was filed:

Assignment of Mortgage.

Whereas, The County Trust Company of Philadelphia, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its principal office in the City of Philadelphia in said Commonwealth, is successor to Holmesburg Trust Company by virtue of an Agreement of Merger and Consolidation dated the seventh day of May, 1929, and recorded in the Office for the Recording of Deeds in and for the County of Philadelphia in Charter Book No.105, page 544 &c., and

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Whereas, William D. Gordon, Secretary of Banking of the Commonwealth of Pennsylvania, pursuant to authority given him under and by virtue of the law and statutes of the Commonwealth of Pennsylvania in such case made and provided, on the ninth day of October, 1931, took possession of the business and property of said The County Trust Company of Philadelphia, whereby he became vested, in his official capacity, with all the property of said corporation, thereupon duly filed his certificate of possession in the Office of the Prothonotary of Common Pleas Court No.3 of Philadelphia County, as of September Term, 1931, No.4719, and a certified copy thereof in the Office for the Recording of Deeds in and for the County of Philadelphia, where the same is now recorded in Deed Book J.M.H.No.3392, page 509 &c., and on November 21, 1931, determined to liquidate the affairs of said The County Trust Company of Philadelphia, and

Whereas, the Holmesburg Trust Company, guardian of the estate of John William Byrd, a minor, and of the estate of Florence Mary Byrd, a minor, is assignee of a certain mortgage hereinafter mentioned, by virtue of an Assignment of Mortgage dated the twenty-sixth day of July, A.D. 1927, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 188, and

Whereas, Holmesburg Trust Company, and its successor, The County Trust Company of Philadelphia, held title to said Indenture of Mortgage solely as guardian of the estate of John William Byrd, a minor, for one-half interest, and as guardian of the estate of Florence Mary Byrd, a minor, for one-half interest, and The Pennsylvania Company for Insurances on Lives and Granting Annuities has been appointed substituted guardian of the estate of John William Byrd, a minor, and of the estate of Florence Mary Byrd, a minor, by decree of the Orphans' Court of Philadelphia County entered April 14, A.D. 1932, as of October Term, A.D. 1925 No.3732 and this assignment is made pursuant to said decree.

Now, therefore, Know all mem by these presents, that I, William D. Gordon, Secretary of Banking of the Commonwealth of Pennsylvania in possession of the business and property of The County Trust Company of Philadelphia, for and in consideration of the sum of One ($1.00) Dollar, lawful money of the United States of America unto me paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer, and set over unto The Pennsylvania Company for Insurances on Lives and Granting Annuities, its successors and assigns, the following Indenture of Mortgage, from William E. Byrd and Eliza E. Byrd, his wife, to Bank of Crisfield, dated October 23, 1920, given to secure the payment of the principal sum of Seven Hundred ($700.00) Dollars, and recorded among the land records in Somerset County, State of Maryland, in Liber W.J. S.No.82, folio 188, and all the premises bound by said mortgage, to wit:

All that lot or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, and described as follows: Beginning for the same on the South side of the Byrdtown Road where it intersects with the Main County Road, premises in and by the said Indenture of Mortgage more particularly described and conveyed, with the appurtenances.

No liability shall be imposed by reason of this assignment upon The County Trust Company of Philadelphia, its successors or assigns, or upon William D. Gordon, either individually or as Secretary of Banking, or upon his heirs, executors, administrators or assigns, or upon his successors in office.

To have, hold, receive and take all and singular the hereditaments and premises hereby granted and assigns, or mentioned and intended so to be, with the appurtenances, unto the said The Pennsylvania Company for Insurances on Lives and Granting Annuities, its successors and assigns, to and for its only use, benefit and behoof forever, free and clear of all trusts or oral agreements thereon, subject, nevertheless, to the equity of redemption of the said William E. Byrd and Eliza E. Byrd, his wife, mortgagors in said Indenture of Mortgage, their heirs and assigns therein.

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In witness whereof, I, William D. Gordon, Secretary of Banking of the Commonwealth of Pennsylvania in possession of the business and property of The County Trust Company of Philadelphia, have hereunto set my hand and Official Seal this 26th day of July, in the year of our Lord one thousand nine hundred and thirty-two.

Sealed and delivered in the presence of:

Marion R. Berry

Elizabeth Fahnestock.

Official Seal.

William D. Gordon,
Secretary of Banking of the Commonwealth of Pennsylvania in possession of the business and property of the County Trust Company of Philadelphia.

Commonwealth of Pennsylvania, County of Dauphin, SS:

On the 26th day of July, A.D. 1932, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Harrisburg, personally appeared the above named William D. Gordon, Secretary of Banking of the Commonwealth of Pennsylvania, in possession of the business and property of The County Trust Company of Philadelphia, and acknowledged the foregoing Deed-Poll of Assignment of Mortgage to be his act and deed as Secretary of Banking aforesaid, and desired the same to be recorded as such.

Witness my hand and Notarial Seal the day and year aforesaid.

Seal of Notary

Marion R. Berry,
Notary Public.

My Commission Expires Mar.9, 1935.

The address of The Pennsylvania Company for Insurances on Lives and Granting Annuities, Assignee herein is:

State of Pennsylvania, Dauphin County, SS:

I, Arthur H. Bailey, Prothonotary of the County of Dauphin in the State of Pennsylvania, and also Prothonotary of the Court of Common Pleas, the same being a Court of Record of the aforesaid County, having by law a seal, do hereby certify that Marion R. Berry by whom the foregoing acknowledgment was taken, and whose name is subscribed thereto, was at the time of taking the same a Notary Public, residing in said County, duly commissioned and sworn and authorized by the laws of said State to take the proof or acknowledgment of deeds and other instruments in writing to be recorded in said State, and to administer oaths or affirmations in said County, and that I am well acquainted with his handwriting and verily believe that the signature to the foregoing certificate is genuine.

In witness whereof I have hereunto set my hand and affixed my official seal, which is the seal of said Court, this 27th day of July, 1932.

Seal of Court

Arthur H. Bailey,
Prothonotary.

Recorded in the Office for the Recording of Deeds in and for the County of Somerset in the State of Maryland.

Witness my hand and seal of office this 24th day of August, Anno Domini 1932.

Seal of Court.

J. Millard Tawes, Clerk.

Insertion of number of estate on page 2 made prior to execution.

Received for record August 24th, 1932, and recorded in Liber J.M.T.No.102, folio 556, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

And thereafter to wit, on February 21st, 1933, the following Deed of Assignment was filed:

THIS DEED, OF ASSIGNMENT, Made this 15th day of February, in the year, nineteen hundred thirty-three, by The Pennsylvania Company for Insurances on Lives and Granting Annuities, Whereas on July 26th, 1932, William D. Gordon, Secretary of Banking of the Commonwealth of Pennsylvania, in possession of the business and property of the County Trust Company of Philadelphia,

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successor to the Holmesburg Trust Company, by virtue of an agreement of merger and consolidation dated May 7th, 1929, and recorded in the Office for the Recording of Deeds in and for the County of Philadelphia, in Charter Book 105, Page 544 et seq., did transfer and assign unto The Pennsylvania Company for Insurances on Lives and Granting Annuities, substituted Guardian of the estates of John William Byrd and Florence May Byrd, minors by a decree of the Orphans' Court of Philadelphia County, entered April 14th, 1932, as of October Term, A.D. 1925, No.3732, mortgage from William E. Byrd and Eliza E. Byrd, his wife, to the Bank of Crisfield, dated October 23rd, 1930, given to secure the payment of the principal sum of seven hundred dollars, recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 188, and all the premises bound by said mortgage, to wit, all that lot or parcel of land situate, lying and being in Asbury District, Somerset County, State of Maryland, an d described as follows: Beginning for the same on the South side of the Byrdtown Road where it intersects with the main County Road, premises in and by the said Indenture of Mortgage more particularly described and conveyed, with the appurtenances, and whereas, it has become necessary to foreclose the aforesaid mortgage in order that the principal debt and interest secured by said mortgage may be collected, and for that reason this assignment is made.

Now therefore, this deed of assignment witnesseth, that in consideration of the premises and the further sum of one dollar, receipt of which is hereby acknowledged, the said The Pennsylvania Company for Insurances on Lives and Granting Annuities hereby transfers and assigns unto F. Leonard Wailes, of Salisbury, Maryland, for the purpose of foreclosure, all that certain mortgage from William E. Byrd and Eliza E. Byrd, his wife, to the Bank of Crisfield dated October 23rd, 1920, and recorded among the Land Records of Somerset County, State of Maryland, in Liber W.J.S. No.82, folio 188.

As witness the corporate seal of The Pennsylvania Company for Insurances on Lives and Grant Annuities, and the signature of its President, attested by its Secretary, the day and year first above written.

Test: Corporate Seal. The Pennsylvania Company for Insurances on Lives and Granting Annuities.

By Frank G. Sayre, Vice-President.

Attest: Louis M. Evans, Ass't.Secretary.

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify, that on this 15th day of February, in the year nineteen hundred thirty-three, before the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia aforesaid, personally appeared Frank G. Sayre, Vice-President of The Pennsylvania Company for Insurances on Lives and Granting Annuities, and acknowledged the foregoing deed of assignment to be the act and deed of The Pennsylvania Company for Insurances on Lives and Granting Annuities.

As witness my hand and Notarial Seal the day and year first above written.

Seal of Notary Harry Bowen,

Notary Public.

Notary Public, My Commission Expires Jan.28, 1937, I am not a Stockholder, Director or Officer of within mentioned Corporation.

And thereupon the said F. Leonard Wailes, Assignee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, F. Leonard Wailes, as Principal, and the United States Fidelity and Guaranty Company, a body corporate 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 Thouand & 00/100 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

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executors, administrators, successors or assigns, jointly and severally, firmly by these presents,

Sealed with our seals and dated this Fourth day of March, in the year of our Lord, Nineteen hundred thirty-three.

Whereas, the above bounden F. Leonard Wailes, by virtue of the power contained in a mortgage from William E. Byrd and Eliza E. Byrd, his wife, to The Bank of Crisfield bearing date the twenty-third day of October, 1920, and recorded among the mortgage records of Somerset County, Maryland, in Liber W.J.S.No.82, folio 188, and duly assigned by The Pennsylvania Company for Insurances on Lives and Granting Annuities to F. Leonard Wailes on February 15th, 1933, 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 conditions and covenants therein contained.

The condition of the above Obligation is such, that if the above bounden F. Leonard Wailes 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:

Fannie E. Adkins.

Corporate Seal.

F. Leonard Wailes (SEAL)

United States Fidelity & Guaranty Co.,

By Laura L. Wailes, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

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

F. Leonard Wailes, Assignee of The Pennsylvania Company for Insurances on Lives and Granting Annuities, Assignee, etc.,	)	In the Circuit Court For Somerset County, Term, 19___
Vs.	)	
William E. Byrd and Eliza E. Byrd, his wife.	)	

To the Honorable, the Judges of said Court:

The report of sales of F. Leonard Wailes, Assignee named in a certain mortgage made and executed by William E. Byrd and Eliza E. Byrd, his wife, to Bank of Crisfield and dated October 23rd, 1920, and recorded among the Land Records of Somerset County in Liber W.J.S.No.82, folio 188, 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 notice of the time, place, manner, and terms of sale by advertisement in the Eastern Shore Republican, a paper published in Somerset County once a week for three successive weeks before the day of sale, and by hand bills extensively circulated throughout said County, he did pursuant to said notice attend at the front door of the Court House in Princess Anne, Maryland, on the twenty-eighth day of March, in the year nineteen hundred and thirty-three, at 2:00 o'clock P.M., and then and there proceed to sell property, to wit. all that lot or parcel of land situate in Asbury Election District, Somerset County, State of Maryland, described as follows: Beginning for same on the South side of the Byrdtown Road where it intersects with the Main County Road, running

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thence in an Easterly direction by and with said Byrdtown Road to the land of John F. Byrd's heirs, thence running in a Southerly direction by and with the land of the said John F. Byrd's heirs to the John W. Byrd land, thence running in a Westerly direction by and with said John W. Byrd land to the aforesaid County Road, thence running in a Northerly direction by and with said County Road to the place of beginning, containing one and one-half acres of land, more or less, and being the same land conveyed to Eliza E. Byrd by William E. Byrd by deed dated February 4th, 1895, and recorded among the Land Records of Somerset County, Maryland, in Liber H.F.L.No.16, folio 104.

And sold the same to George S. Tull, he being then and there the highest bidder therefor, at the sum five hundred eighty-five & 00/100 dollars, and the said purchaser has complied with the terms of sale.

And the said assignee has made distribution of the proceeds of sale as follows:

Amount of Sale,		$585.00
Distributed as follows:		
Wailes & Robins, (Appearance fee)	$10.00	
J. Millard Tawes, Clerk's Costs,	11.00	
United States Fidelity & Guaranty Co., (bond)	10.00	
B. C. Dryden, Auctioneer,	2.50	
Harry E. Muir, Treasurer, State and County Taxes 1927,	14.58	
" " " " " " " " 1928,	34.79	
" " " " " " " " 1929,	30.93	
" " " " " " " " 1930,	27.00	
" " " " " " " " 1931,	26.94	
" " " " " " " " 1932,	23.57	
Eastern Shore Republican, advertising sale, handbills and Order Nisi,	31.25	
F. Leonard Wailes, fee as per order of Court,	25.00	
F. Leonard Wailes, commission as per rule of Court,	44.95	
	$292.51	
The Pennsylvania Company for Insurances on Lives and granting annuities, Guardian, for credit on mortgage,	292.49	$585.00

Respectfully submitted,

F. Leonard Wailes, Assignee.

State of Maryland, Somerset County, Sct:

On this day of May, nineteen hundred and thirty-three, personally appeared before me, the Clerk of the Circuit Court for Somerset County, Maryland, F. Leonard Wailes, 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 and distribution of proceeds of sale 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:

F. Leonard Wailes, Assignee of The Pennsylvania Company, for Insurances on Lives and Granting Annuities, Assignee, etc.,	)	In the Cirduit Court
	)	For Somerset County,
Vs.	)	No.4468 Chancery.
William E. Byrd and Eliza E. Byrd, his wife.	)	

Ordered, that the sale of the property and proceeds of distribution of sale mentioned in these proceedings made and reported by F. Leonard Wailes, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June, 1933, 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 12th day of June, next.

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The Report states the amount of Sales to be $585.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 19th day of June, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee, and on motion of the said Assignee, the Court here passed the following order, to wit:

F. Leonard Wailes, Assignee of The Pennsylvania Company for Insurances on Lives and Granting Annuities, Assignee, etc.,	)	In the Circuit Court
	)	For Somerset County,
Vs.	)	Term, 19___.
William E. Byrd and Eliza E. Byrd, his wife.	)	
	)	

Ordered by the Court this 19th day of June, 1933, that the sale and proceeds of distribution of sale made and reported by the Assignee as aforesaid 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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July Term, 1933.

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 3rd day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

.....
.....

George H. Myers, Assignee, Ex parte.	) Be it remembered that heretofore,
Under power in mortgage from William E. Noble	) to wit, on the 24th day of May, in
and wife.	) the year nineteen hundred and thirty-
No.4489 Chancery.	) three, a certain George H. Myers,
	) of Somerset County and State of Mary-
	) land, exhibited and filed in the Cir-

cuit Court here a certain mortgage executed and delivered to Peoples Bank of Somerset County Maryland, a Maryland corporation from a certain William E. Noble and Josephine W. Noble, his wife, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 30th day of September, in the year nineteen hundred and twenty-six by William E. Noble and Josephine W. Noble, his wife, of Somerset County, Maryland, witnesseth, Whereas the said William E. Noble and Josephine W. Noble are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of sixteen hundred dollars for money this day loaned, evidenced by the bill obligatory of the said William E. Noble and Josephine W. Noble, for said sum of sixteen hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of sixteen hundred dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth that in consideration of the premises, the said William E. Noble and Josephine W. Noble, his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that farm, tract or parcel of land situate, lying and being in Mount Vernon Election District, Somerset County, Maryland, on the Ridge road, adjoining the lands of David Weeks and others, which was conveyed to the said William E. Noble and Josephine W. Noble by Andrew J. Evans by deed dated the 19th of August, 1916, recorded among the land records of said Somerset County in Liber W.J. S.No.71, folio 124.

To which said deed and all the references and description 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 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.

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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, its successors or assigns, or L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 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: as to Wm. E. Noble. William E. Noble (SEAL)

O. J. Croswell. Josephine W. Noble (SEAL)

Test: as to Josephine W.Noble. Vernon E. White.

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State of Maryland, Somerset County, to wit:

I hereby certify, That on this 1st day of October, in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Josephine W. Noble, one of the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be her act and deed, and at the same time and place also personally appeared before me Omar J. Croswell, Cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Seal of Notary — Vernon E. White, Notary Public.

State of California, County, to wit:

I hereby certify that on this 9th day of September, 1926, before me, the subscriber, a Notary Public of the State of California, in and for Los Angeles County aforesaid, personally appeared William E. Noble, one of the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his act and deed, and I further certify that he signed said mortgage in my presence, and that I witnessed his signature to the same.

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

Seal of Notary — C. H. Hamlin, Notary Public.

Received for record October 6th, 1926, and recorded in Liber W.J.S.No.89, folio 572, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignments:

Under authority of an order of the Circuit Court for Somerset County, in Equity, passed on the 11th day of May, nineteen hundred and thirty-three, in Chancery Cause No.4367, the Peoples Bank of Somerset County hereby assigns the annexed and attached mortgage to John J. Ghingher, Receiver for the said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Robert F. Duer, Vice-President thereof, this 13th day of May, 1933.

Witness: Marion R. Conaway — Seal of Bank. — Robt. F. Duer, Vice-President.

Assignment:

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the 11th day of May, 1933, in Chancery Cause No.4367, I hereby assign the annexed and attached mortgage for the purpose of foreclosure, to George H. Myers, of said Somerset County.

Witness my hand and seal this 15th day of May, 1933.

Winifred A. Duggan. Witness. — Official Seal. — John J. Ghingher, (SEAL) Receiver for the Peoples Bank of Somerset County.

Filed for record May 24th, 1933, and recorded in Liber W.J.S.No.89, folio 572.

Test: J. Millard Tawes, Clerk.

And thereupon the said George 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 Stateof 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 and administrators, jointly and severally, firmly by

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these presents, sealed with our seals and dated this twenty-fourth day of May, nineteen hundred and thirty-three.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by William W. Noble and wife to the Peoples Bank of Somerset County, dated September thirtieth, nineteen hundred and twenty-six, and recorded among the land records of Somerset County, Maryland, in Liber No.89, folio 572, 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 the 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 fulfil any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid in Equity, in relation to the sale of the aforementioned mortgage property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

G. Hammond Myers, Jr.,
Witness.

George H. Myers (SEAL)

Corporate Seal.

Hartford Accident & Indemnity Company,
By George 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 20th day of June, in the year nineteen hundred and thirty-three, 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:

George H. Myers, Assignee Ex parte	)	No.4489 Chancery
Under power in mortgage from William E. Noble	)	In the Circuit Court
and Josephine W. Noble.	)	For Somerset County.
	)	

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 William E. Noble and Josephine W. Noble to Peoples Bank of Somerset County and dated September 30th, 1926, and recorded among the Land Records of said Somerset County in Liber No.89, folio 572, 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 convenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful discharge of the trust so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the 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 in Princess Anne, Maryland, on the twentieth day of June, in the year nineteen hundred and thirty-three, at about two o'clock P.M. and then and there proceed to sell said property, to wit: All that farm, tract or parcel of land described in said mortgage, situate, lying and being in Mt. Vernon and West Princess Anne Election Districts, in said Somerset County, on the public road known as the Ridge Road, adjoining the land formerly owned by David Weeks and others, and being all of the land that was conveyed to William E. Noble and Josephine W. Noble by Andrew J. Evans, by deed dated the 19th day of August, 1916, and recorded among the land records of said Somerset County, in Liber No.71, folio 124 et seq.,

July Term, 1933.

Said land was sold subject, never the less, to the right to cut and remove timber and other privileges incident thereto granted to the said Frank Harrington, under a bill of sale from the said William E. Noble and wife and George W. Page, Receiver, dated October 14, 1932, and duly of record among said land records of Somerset County.

And sold the same to Frank Harrington of said Somerset County, he being then and there the highest bidder therefor, at the sum of fifteen hundred and seventy-five dollars ($1575.00)and the said purchaser has complied with the terms of sale, by paying five hundred dollars in cash on account of said purchase price and agrees to pay the balance of said purchase price upon ratification of said sale by this Honorable Court.

Respectfully submitted,

George H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this day of June, nineteen hundred and thirty-three, personally appeared before me, Clerk of the Circuit Court in and for said 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 aretrue 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:

George H. Myers, Assignee Ex parte	)	No.4489 Chancery
under power in mortgage from William E. Noble	)	In the Circuit Court
and wife.	)	For Somerset County.

Ordered, that the Sale of the property mentioned and described in these proceedings made and reported by George H. Myers, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of July, 1933, 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 18th day of July, 1933.

The report states the amount of Sales to be $1575.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 22nd day of July, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee, and on motion of the said Assignee, the Court here passed the following order, to wit:

George H. Myers, Assignee, Ex parte	)	In the Circuit Court
under power in mortgage from William E. Noble and	)	For Somerset County,
wife.	)	No.4489 Chancery.
	)	

Ordered by the Court, this 22nd day of July, 1933, that the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robt. F. Duer, 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 adcordingly done.

Per: J. Millard Tawes ,Clerk.

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July Term, 1933.

Edgar A. Jones, Ex parte.	)	Be it remembered that heretofore,
Trust created by mortgage from Thomas L.	)	to wit, on the 23rd day of March, in
Barnette and Maude Barnette to Howard Anderson.	)	the year nineteen hundred and thirty-
No.4473 Chancery.	)	three, a certain Edgar A. Jones, of
	)	Somerset County and State of Maryland,
		exhibited and filed in the Circuit

Court here a certain mortgage executed and delivered to Howard Anderson from a certain Thomas L. Barnette and Maude Barnette, his wife, of said county and state, which said Mortgage is in the words, following, to wit:

THIS MORTGAGE, Made this 19th day of May, in the year nineteen hundred and twenty-six, by us, Thomas L. Barnette and Maude C. Barnette his wife, of Somerset County, in the State of Maryland, witnesseth: That for and in consideration of the sum of Twelve Hundred dollars ($1200.00) now owing from us the said Thomas L. Barnette and Maude C. Barnette, his wife, to the Howard Anderson of said county and state, as evidenced by the joint bill obligatory of the said Thomas L. Barnette and Maude C. Barnette to the said Howard Anderson for the said principal sum of Twelve hundred dollars ($1200.00) with interest thereon from the date thereof, and bearing even date herewith, the whole principal and interest payable one year from the date thereof, do grant and hereby convey unto the said Howard Anderson, all those tracts or parcels of land lying and being situate, in West Princess Anne Election District, in Somerset County, in the State of Maryland, and on both sides of the county road in said district, county and state leading from Princess Anne, to White Haven and adjoining the land of H. T. Costen on the South, the lands of W. T. Holland and John B. Roberts on the North, the lands of Elizabeth E. Polk and Lena B.Woolford on the East and the lands of Philip B. Waller and Clyde Costen, on the West, and containing two hundred acres of land, more or less and being the same and all the land which was conveyed unto the said Thomas L. Barnette and Daniel H. Williams by John S. Barnette and Thomas L.Barnette Executors by deed dated April 3rd, 1909, and duly recorded among the land records of said Somerset County and State in Liber S.F.D.No.50, folio 528 et seq., and the same which was conveyed unto the said Thomas L. Barnette by the said Daniel H. Williams by deed dated on the 8th day of June, 1923, and duly recorded among the aforesaid land records in Liber W.J.S.No.87, folio 198 et seq., except so much thereof as has been subsequently sold and conveyed by the said Thomas L. Barnette to Clyde C. Costen by deed bearing even date herewith and intended to be duly recorded among the aforesaid land records.

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 Thomas L. Barnette and Maude C. Barnette, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal 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 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 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: Vernon E. White, Thomas L. Barnette (SEAL)

Maude C. Barnette (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 19th day of May, in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Thomas L. Barnette and Maude C. Barnette, his wife, the mortgagors named in the foregoing mortgage and did each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time and place also personally appeared before me Howard Anderson, 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.

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

Seal of Notary Vernon E. White,

Notary Public.

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July Term, 1933.

Received for record May 22nd, 1926, and recorded in Liber W.J.S.No.89, folio 474 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling ,Clerk.

Assignment:

For value received I hereby assign the within mortgage to Edgar A. Jones for the purpose of foreclosure and collection.

Witness my hand and seal this 20th day of March, 1933.

Witness: Howard Anderson (SEAL)

Howard H. Anderson.

Filed for record March 23rd, 1933, and recorded in Liber W.J.S.No.89, folio 474.

Test: J. Millard Tawes, Clerk.

And thereupon the said Edgar A. Jones, Assignee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That, we Edgar A. Jones, Howard Anderson and George Norman Pusey are held and firmly bound unto the State of Maryland, in the full and just sum of twenty-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 7th day of April, in the year nineteen hundred and thirty-three.

Whereas by mortgage dated the 19th day of May, in the year nineteen hundred and twenty-six, recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.89, folio 474 etc., Thomas L. Barnette and Maude Barnette conveyed unto Howard Anderson certain real estate in Somerset County to secure the payment of the sum therein mentioned, and whereas the said Howard Anderson has assigned the said mortgage to Edgar A. Jones for the purpose of foreclosure and collection, and whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by the said mortgage, and whereas default has occured in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained.

Now therefore the condition of the above obligation is such that if the above bounden Edgar A. Jones, do and shall well and truly and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill and 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 is void, otherwise to be and remain in full force and virtue in law.

Witness: Charles R. Bounds. Edgar A. Jones (SEAL)

Howard Anderson (SEAL)

Geo. Norman Pusey (SEAL)

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the 12th day of April, in the year nineteen hundred and thirty-three, 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:

Edgar A. Jones, Ex parte.	)	No.4473 Chancery
Trust created by mortgage from Thomas L. Barnette	)	In the Circuit Court
and Maude Barnette, to Howard Anderson.	)	For Somerset County.

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

July Term, 1933.

The report of Edgar A. Jones, Assignee for the purpose of foreclosure amd collection of a mortgage from Thomas L. Barnette and Maude Barnette, his wife, to Howard Anderson, dated May 19th, 1926, and recorded among the land records of Somerset County in Liber W.J.S.No.89, folio 474 etc., and assigned to the said Edgar A. Jones by assignment dated the 20th day of March,1933, recorded among the said land records respectively shows:

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 Somerset News, a weekly newspaper, published in said Somerset County, amd by handbill posted at the Court House door, he did in pursuance of said notice attend in front of the Court House door, in Princess Anne, Maryland, on Tuesday, April 11th, 1933, at about the hout of 2 o'clock P.M. and then and there proceeded to sell at public auction the following described property conveyed by said mortgage, namely:

All those two lots or parcels of land in West Princess Anne Election District, Somerset County, Maryland, one lying on the North side of the County road leading from Princess Anne to Mt. Vernon containing one hundred and twenty-eight and three fourths of an acres more or less, and the other on the South side of said County road containing sixty-seven acres, more or less, which were conveyed unto the said Thomas L. Barnette and Daniel H. Williams by John S.Barnette and Thomas L. Barnette, Executors, by deed dated April 3, 1909, and recorded among the land records of Somerset County in Liber S.F.D.No.50, folio 528 etc., (the interest of the said Daniel H. Williams having been conveyed to the said Thomas L. Barnette by deed dated June 8th, 1923, and recprded among the aforesaid land records in Liber W.J.S.No.87, folio 198 etc.,) Your trustee offered the two above described parcels of land as separate units, then as a whole. Bringing a greater sum as a whole, he sold the two tracts as an entirety to Howard Anerson, he being the highest bidder therefor, at and for the sum of eleven hundred dollars, and the purchaser has complied with the terms of the sale to the satisfaction of the assignee.

And the assignee charges himself with the proceeds of said sale and prays your honor to ratify the same and also the distribution herein made of the proceeds of the sale, the said proceeds being less than the requirement to pay the mortgage, debt, interest, taxes and expenses.

Statement:

Whole amount mortgage debt and interest,		$1482.00
Whole amount of proceeds of sale,	$1100.00	

Disbursements:

Trustee for his commissions,	56.00
Auctioneer,	3.00
Taxes,	261.00
Clerk's costs	21.50
	$1823.50

Leaving a balance to apply on said mortgage of $723.50 and leaving a balance due on said mortgage of $658.50

Respectfully submitted,

Edgar A. Jones,
Trustee and Assignee for the purpose of foreclosure.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of April, in the year Nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared, Edgar A. Jones, the assignee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

As witness my hand the day and year first above written.

J. Millard Tawes, Clerk.

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July Term, 1933.

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

Edgar A. Jones, Ex Parte,	)	No.4473 Chancery
Trust created by mortgage from Thomas L.	)	In the Circuit Court
Barnette and Maude Barnette to Howard	)	For Somerset County.
Anderson.	)	

It is ordered by the Circuit Court for Somerset County, Maryland, this 29th day of April, in the year Nineteen Hundred and thirty-three, that the report of Edgar A. Jones, Assignee mentioned in the foregoing report of sale, and the sale of real estate by him reported and the distribution of the proceeds, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 30th day of May, 1933, 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 29th day of May, 1933.

The report states the amount of sale to be $1100.00.

Robert F. Duer, Judge.

And now at this day to wit, on the 5th day of May, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following, order to wit:

Edgar A. Jones, Ex parte.	)	No.4473 Chancery
Trust created by mortgage from Thomas L. Barnette	)	In the Circuit Court
and Maude Barnette to Howard Anderson.	)	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 5th day of May, 1933, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of sale and the distribution of the proceeds thereof made by Edgar A. Jones, Assignee, and the sale by him reported, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer, Judge.

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

Per: J. Millard Lawes ,Clerk.

""""""

May Term, 1933.

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 1st day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

.....

H. Fillmore Lankford, Ex parte.	) Be it remembered that heretofore
Trust created by mortgage from Lewis J.Beauchamp	) to wit, on the 27th day of March,
to Robert T. Beauchamp.	) in the year nineteen hundred and
No.4474 Chancery.	) thirty-three, a certain H.Fillmore
	) Lankford of Somerset County and
	State of Maryland, exhibited and

filed in the Circuit Court here a certain Mortgage executed and delivered to Robert T.Beauchamp, from a certain Lewis J. Beauchamp, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 13th day of November, in the year nineteen hundred and twenty-eight by Lewis J. Beauchamp, of Somerset County, in the State of Maryland, witnesseth: Whereas the said Lewis J. Beauchamp, hereinafter called the mortgagor, is indebted to Robert T.Beauchamp, of said County and State, hereinafter called the mortgage, in the sum of twenty-two hundred and fifty-one dollars and fifty cents, which said debt is evidenced by the bill obligatory of the said mortgagor for said sum, dated evenly herewith, payable to the said mortgagee one year after date, with interest from date, and whereas for the purpose of further securing the payment of said sum with interest from date, this mortgage is executed.

Now therefore this mortgage witnesseth, that for and in consideration of the premises, the said Lewis J. Beauchamp hereby grants and conveys to the said Robert T. Beauchamp, his heirs and assigns, all that farm or tract or tracts of land in Revell's Neck, in Westover Election District, in Somerset County, in the State of Maryland, which was conveyed to the said Lewis J. Beauchamp by H. Fillmore Lankford, Assignee, and Robert T. Beauchamp and wife by deed dated the 7th day of April, 1920, recorded among the land records of said county in LiberW.J.S.No.80, folio 282 etc., containing seventy-six and one-quarter acres, more or less, adjoining the lands of Robert T. Beauchamp and Millard Long, and lying on both sides of the county road leading from Revell's Neck to Fairmount, over Back Creek, together with all the interest of the said Lewis J. Beauchamp in and to the marshland mentioned, described and conveyed in and by the said deed to the said Lewis J. Beauchamp, to which said deed and all the references in said deed contained, special reference is hereby made for full and particular description of the lands hereby conveyed and of the marshland, and interest in which was therein conveyed to the said Lewis J. Beauchamp, as well as to the plat and certificate of Levin H. Hall, Surveyor, filed with and as a part of said deed,

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

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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 Lewis J. Beauchamp does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or H. Fillmore Lankford, his or their Attormey 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 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, 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.

May Term, 1933.

Witness the hand and seal of said mortgagor.

Test: H. F. Lankford Lewis J. Beauchamp (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 13th day of November, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public, Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Lewis J. Beauchamp, 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, Robert T. Beauchamp, 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.

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 November 13th, 1928, and recorded in Liber G.W.L.No.95, folio 570, one of the Land Records of Somerset County.

Per: George W. Lawson, Clerk.

And thereafter to wit, on April 5th, 1933, the following Bill Obligatory was filed:

$2251.50 November 13, 1928.

Secured by mortgage of even date herewith, and for value received, one year after date, I promise to pay to Robert T. Beauchamp twenty-two hundred and fifty-one and 50/100 dollars with interest 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 me for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness my hand and seal.

Witness: H. F. Lankford. Lewis J. Beauchamp (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 and Robert T. Beauchamp, 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 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 sixth day of March, nineteen hundred and thirty-three.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Lewis J. Beauchamp to Robert T. Beauchamp, dated the 13th day of November, 1928, recorded among the land records of said Somerset County, in Liber G.W.L.No.95, folio 570 etc., is authorized upon default in the terms, conditions and covenants in 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 the said H. Fillmore Lankford, by virtue of the power and authority contained 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.

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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.

Witness: H. J. Nelson. H. Fillmore Lankford (SEAL)

Robert Beauchamp (SEAL)

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 5th day of April, in the year nineteen hundred and thirty-three, 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:

	)	No.4474 Chancery,
	)	In the Circuit Court
H. Fillmore Lankford,	)	For Somerset County, Maryland.
Ex parte.	)	Trust created by mortgage from
	)	Lewis J.Beauchamp to Robert T.
		Beauchamp.

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

The report of H. Fillmore Lankford, Attorney named in a mortgage from Lewis J.Beauchamp to Robert T. Beauchamp, dated the 13th day of November, 1928, recorded among the land records of said Somerset County in Liber G.W.L.No.95, folio 570 etc., respectfully represents:

That after default had occurred in the covenants, conditions and terms of said mortgage, and after having filed a bond with approved security in said Court 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, in pursuance of said notice, he did attend at the Court House door, in Princess Anne, Somerset County, Maryland, on Tuesday, the 28th day of March, 1933, at or about the hour of 2.15 o'clock P.M., and then and there proceeded to sell at public auction the real estate mentioned in and conveyed by said mortgage, as follows:

He offered all that farm or parcels of real estate in Revell's Neck, in Westover District, in Somerset County, Maryland, which was conveyed to the said Lewis J. Beauchamp by the said Robert T. Beauchamp and wife and H. Fillmore Lankford, Assignee, by deed dated the 7th day of April, 1920, recorded among said records in Liber W.J.S.No.80, folio 282, containing seventy-six and onehalf acres, more or less, lying partly on the east side of the county road leading from Revell's Neck to Fairmount, over Back Creek, and partly on the West side of said road, together with all the interest of the said Lewis J. Beauchamp in and to the marshland described and conveyed in and by said deed to the said Lewis J. Beauchamp, all of said land including the marshland being fully described in the plat and certificate of survey filed with and as a part of said deed, said real estate being improved by a dwelling house, tenant house, barn and other outbuildings, and sold all of said property to the said Robert T. Beauchamp, he being the highest bidder therefor, at and for the sum of fifteen hundred dollars.

And the said Attorney makes the following distribution of the fund arising from said sale:

Whole amount of sale,			$1500.00
Clerk's fees, $10.50, Solicitor's fee, $10.00,		$20.50	
Auctioneer,		3.00	
Advertising sale and Order Nisi		25.00	
Taxes 1930,	$61.56		
Taxes,1931,	61.44		
Taxes, 1932,	53.71	176.71	

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Attorney's Commission per rule of Court,	$99.00	324.21
Balance on account of mortgage debt,		$1175.79

Statement of mortgage debt:

Mortgage dated 13th November, 1928,	$2251.50
Interest from date of mortgage to day of sale,	585.39
	$2836.89
Amount realized from sale,	1175.79
Balance due with interest from 28th March, 1933,	$1661.10

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 the mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of April, nineteen hundred and thirty-three, 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.

J. Millard Tawes,
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.4474 Chancery,
H. Fillmore Lankford,	) In the Circuit Court
Ex parte.	) For Somerset County, Maryland
	) Trust created by mortgage from
	) Lewis J. Beauchamp to Robert T.
	Beauchamp.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 5th day of April, nineteen hundred and thirty-three, 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 10th day of May, 1933, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 3rd day of May, 1933.

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

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 25th day of May, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee, and on motion of the said Assignee, the Court here passed the following order to wit:

	) No.4474 Chancery,
H. Fillmore Lankford,	) In the Circuit Court
Ex parte.	) For Somerset County, Maryland.
	) Trust created by mortgage from
	) Lewis J. Beauchamp to Robert
	T. Beauchamp.

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 25th day of May, nineteen hundred and thirty-three, 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 distribution of the proceeds

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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.

""""""

March Term.

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 6th. day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

Were present: Hon. John R. Pattison, Cheif Judge.

Hon. Joseph L. Bailey, A. Judge.

Hon. Robert F. Duer, A. Judge.

Luther Daugherty, Esq., Sheriff. J. Millard Tawes, Clerk.

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

.....

Charles W. Held, Assignee under a Mortgage from Thomas Charles Tribeck and wife to the Federal Land Bank of Baltimore,	) Be it remembered that heretofore
	) to wit, on the 26th day of Janu-
Ex Parte.	) ary, in the year nineteen hundred
No.4463 Chancery.	) and thirty-three, a certain Chas.
	) W. Held, of Baltimore City, and
	State of Maryland, exhibited and

filed in the Circuit Court here a certain Mortgage executed and delivered to The Federal Land Bank of Baltimore, from Thomas Charles Tribeck and Lily Tribeck and wife, of Somerset County, in the State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twentieth day of March, in the year One Thousand Nine Hundred and twenty-four by and between Thomas Charles Tribeck and Lily Tribeck, 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 Twenty-three hundred dollars ($2300.00) 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 twentieth day of March, 1924, for said principal sum of Twenty-three hundred dollars, with interest thereon at the rate of five and one half per centum, per annum, payable to the order of said Bank in Sixty-eight semi-annual payments of Seventy-four dollars and seventy-five cents each and a final payment of Seventy-four dollars and fifty-four 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: A certain tract or parcel of land in East Princess Anne Election District, Somerset County, in the State of Maryland, containing one hundred and fifty-eight and three quarters (158 3/4) acres, more or less, being the same land that was acquired by said Thomas Charles Tribeck, by deed from Joshua T. Ownes and wife, dated December 22nd, 1920, and recorded among the land records of said county in Liber W.J.S.No.81, folio 503, and by deed from Samuel M. Coffman and his wife, which has been admitted to record among said land records before this Mortgage was admitted to record, and embraced within the following courses and distances, according to a plat of the same made in September of 1919, by Lenie H. Hall, County Surveyor, and now in the possession of said Bank.

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Beginning at a beech tree (marked) a corner of Randall Hayman's land, et al., 1. S.6°W. 37 7/8 po. to a post, thence running, N.55°W. by and with a line of marked trees, 78 po. thence S.55°W. by and with a line of marked trees, 71 po. to a stone bounder, N.67 W. 25 po. to a marked dead oak at a corner of the field, thence running down by and with North side of a road the Richard Snelling Commission division, the following courses and distances, N.32°W. 28 po.N.42°W. 42 po.N. 49°W. 128 po. to the County Road the three following courses and distances: First, N. 15°E. 20 po.N.22 3/4°E. 26½ po. N.17½°E. 23 po. to where a bounder formerly stood and where line turns from the county road, thence running, N.50½E. 7 po. N.66°E. 22 po. N.52½°E. 6 po.N.68 E. 7 po. S.50½°E. 35½ po. to a corner post, S.32½ E.56 po. to a ditch, thence running, S.65 E. 6 po. S.84°E. 46½ po. S.67½° E. 64 po. S.23° E. 25 po. S.58 E. 148 po. to the place of beginning.

Excepting and reserving therefrom 18.4 acres, which were conveyed off by said Thomas Charles Tribeck and his wife to Edith E. West by deed recorded among said land records in Liber W.J.S. No.86, folio 105, and which are embraced within the following courses and distances.

Beginning for the same at a cement bounder on the west side of the Old county road on the line between the West and Tribeck lands represented on the plat by the letter A., and runs, thence diagonally across the said road, N.14°E. 31.9 per. to a red oak, on the east edge of the said road, thence across the field, N.67°30'E. 10 per. on a stake on the north edge of a small ditch, thence N.65°E. 22 per. by and with the east side of a private road, thence by and with the east side of said road the two following courses and distances, viz: N.51°30'E. 6 per. N.67°E. 7 per. to a stake in the field near the end of a ditch, thence S.49°35' E. 35.5 per. to a large white gum tree, thence S.40°15'W. 55.56 per. to the center of a large lead for Tax Ditch, thence with said ditch, the two following courses and distances, viz: S.71°30'W. 75 per. S.87°45'W. 1.82 per. thence N.64°30'W. 1 per. to a large white oak tree on the W. side of a ditch, thence N.64°30' W. 36.3 per. to the place of beginning.

Also a tract of one and fifty-four hundredths (1.54) acres, more or less, fronting on the State Road, which was conveyed to said Thomas Charles Tribeck by deed from Edith E. West and husband, dated June 15th, 1922, and recorded June 27th, 1922, among said land records in Liber W.J. S.No.86, folio 101.

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

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

And it is hereby covenanted and agreed with said Bank that said party of the first part is lawfully seized of said premises, that said party of the first part has a good right to sell or convey the same, and that the same are free and clear of all encumbrances.

Provided that if the said party of the first part, or the heirs, personal representatives or assigns of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under the "Federal Farm Loan Act," approved July 17th, 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments, at the highest rate allowed by this State, 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 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 permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act, in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall (at the option of the said Bank) become immediately due and demandable, and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be in the manner following,viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns, may be deemed expedient, and 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

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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 sudcessors 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 given, 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, 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 proceedins for foreclosure shall be commenced or had the party of the second part shall give 30 days' notice in writing to the party of the first part of such election and demand for payment of the said debt, and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface 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 said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Four Hundred Dollars and to cause the policy to be effected thereon, to be so framed or endorsed, as in the case of fire, to enure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver 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.

March Term, 1933.

Witness the hands and seals of the said Mortgagors.

Teste: Vernon E. White. Thomas Charles Tribeck (SEAL)

Lily Tribeck (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this twentieth day of March, in the year one thousand nine hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas Charles Tribeck and Lily Tribeck, 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 5th, 1924.

Received for record March 20th, 1924, entered for record in Liber W.J.S.No.90, folio 251 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 Secretary with the corporate seal affixed this 25th day of January, 1933.

E.P. Secretary. Charles B. Jackson,
Last name illegible. President.

And thereupon the said Charles W. Held, Attorney filed in Court here a bond in the words following to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Charles W. Held, Assignee as hereinafter set forth as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five hundred (2500.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of February, in the year of our Lord, nineteen hundred and thirty-three.

Whereas, the above bounden Charles W. Held, Assignee, by virtue of the power contained in a mortgage from Thomas Charles Tribeck and Lilly Tribeck, his wife, to The Federal Land Bank of Baltimore, a body corporate &c., bearing date the twentieth day of March, 1924, and recorded among the mortgage records of Somerset County in Liber W.J.S.No.90, folio 251 &c., and on the 25th day of January, 1933, assigned to said Charles W. Held 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 conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden Charles W.Held do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed,sealed and delivered
in the presence of
M.P. Giacomo, as to C.W.Held. Charles W.Held (SEAL)

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March Term, 1933.

Test: as to Gordon Tull.

Ruth Ward.

Corporate Seal.

United States Fidelity and Guaranty Co.,
By Gordon Tull, Attorney in Fact.
Gordon Tull, Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the 23rd day of February, in the year nineteen hundred and thirty-three, 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:

Charles W. Held, Assignee, Ex Parte.	)	No.4463 Chancery
Under a Mortgage from Thos. C. Tribeck and	)	In the Circuit Court
wife to The Federal Land Bank of Baltimore.	)	For Somerset County.
	)	

To the Honorable the Judge of said Court:

The report of Charles W. Held, Assignee under a mortgage from Thomas Charles Tribeck and wife to the Federal Land Bank of Baltimore, dated March 20th, 1924, and duly recorded in Liber W.J.S.No.90, folios 251 etc., in the exercise of the special power of sale contained therein, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his duties as such assignee to foreclose, and after having complied with all the other perquisites, or prerequisites, as required by law and the said power of sale therein, and giving notice of the time,place, manner and terms of sale by advertisements inserted in the Somerset News, a weekly newspaper printed and published in Somerset County, for at least three successive Weeks and more than twenty one days before the day of sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on Thursday, February 23rd, 1933, at the hour of 11 o'clock A.M. and then and there proceeded to sell said property mentioned in said mortgage, in manner following, that is to say:

Your assignee and trustee offered at public sale to the highest bidder, one-third cash,all the property mentioned in said mortgage situated in East Princess Anne District, Somerset County Maryland, consisting of One Hundred, Forty-one and Eighty nine hundredths (141.89) acres of land more or less, and being the same land that was conveyed to said Thomas Charles Tribeck by deed from Joshua T. Owens and wife, dated December 22nd, 1920, and recorded among the land records of Somerset County, in Liber W.J.S.No.81, folio 503, and by deed from Samuel M. Coffman and wife which deed has been recorded among the said land records of Somerset County prior to said mortgage, and to all of which said deeds and mortgage for a fuller description of the farm and property hereby conveyed, reference is here made and they are hereby made a part hereof.

And your assignee and trustee under said power sold the above described property to the said Mortgagee, the Federal Land Bank of Baltimore, a corporation etc., at and for the sum of Fifteem Hundred Dollars, it being at that sum the highest and best bidder therefor, and the terms of the sale being one third cash, balance upon final ratification of the sale by the Circuit Court for Somerset County, have fully been compled with. And, there being a deficiency because the purchase price is insufficient to pay off the mortgage indebtedness, your assignee prays the ratification of the said report of sales as well as the distribution of the proceeds thereof herein made, as follows:

Whole amount of Mortgage indebtedness with interest, $2330.28

March Term, 1933.

Disbursements:

Trustee Com.		$99.00	
Court costs of sale including Auctioneer,		26.00	
Taxes for 1930-31-32,		191.13	
Trustees Bond and Advertising Sale,		39.12	
Whole Amount of Disbursements for costs,			$355.25
Whole amount on mortgage indebtedness with costs of sale			2685.53
Whole amount of purchase price,	$1500.00		
Leaving a deficiency of,		$1185.53.	

Respectfully Submitted,

Charles W. Held, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of February, 1933, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Charles W. Held, Assignee and Trustee and made oath in due form of law the report above is true and bona fide 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 and Charles W. Held, Solicitors.

Order Nisi.

Charles W. Held, Assignee under a Mortgage from Thomas Charles Tribeck and wife to the Federal Land Bank of Baltimore,	)	No.4463 Chancery
	)	In the Circuit Court
Ex parte.	)	For Somerset County.
	)	

Upon the report of sales and the distribution of the proceeds thereof therein, it is hereby, this 23rd day of February, 1933, Ordered by the Circuit Court for Somerset County, in Equity, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds of said sale therein made and reported by Charles W. Held, Assignee and Trustee, under a Mortgage from Thomas C. Tribeck and wife to the Federal Land Bank of Baltimore, under the power of sale therein, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the First day of April, 1933, 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 20th day of March next.

The Report states the amount of sales to be $1500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 8th day of April, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee and on motion of the said Assignee, the Court here passed the following Order to wit:

Charles W. Held, Assignee,	)	No.4463 Chancery
Under a Mortgage from Thomas Charles Tribeck and wife to the Federal Land Bank of Baltimore,	)	In the Circuit Court
Ex parte.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 8th day of April, 1933, that the sale with the report of sale made and reported by Charles W. Held, Assignee, etc., as above set forth, together with the distribution of the proceeds thereof therein made and reported by said Charles W. Held 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 pro-

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duce 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.

""

H. Fillmore Lankford, Ex parte.	)	Be it remembered that heretofore,
Trust created by mortgage from The Somerset Publishing Company, a body corporate, to Harry T. Phoebus, assigned to H.Fillmore Lankford for the purpose of foreclosure.	)	to wit, on the 30th day of January
	)	in the year nineteen hundred and
No.4464 Chancery.	)	thirty-three, a certain H. Fillmore
	)	Lankford, of Somerset County and
	)	State of Maryland, exhibited and
		filed in the Circuit C ourt here,

a certain mortgage executed and delivered to Harry T. Phoebus from The Somerset Publishing Company, a body corporate, of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE AND BILL OF SALE, Made this 15th day of March, in the year nineteen hundred and thirty, by The Somerset Publishing Company, a corporation created and existing under the Laws of the State of Maryland.

Whereas the Somerset Publishing Company a body corporate as aforesaid, is justly and bona fide indebted unto Harry T. Phoebus of Somerset County and State of Maryland, in the full and just sum of Seven Thousand Five Hundred Dollars ($7500.00) and the said body corporate has given therefor to the said Harry T. Phoebus its bill obligatory, dated evenly herewith, for said principal sum, payable six years and eighteen weeks after date, with interest from date hereof,which said principal sum with interest as aforesaid, is to be paid by the said corporation to the said Phoebus in weekly installments of Twenty-eight dollars ($28.00) each and every week until the whole of said sum, both principal and interest, is fully satisfied and paid, and to further and better secure the payment of which said principal sum, with interest as aforesaid, and payable as aforesaid, this mortgage is executed, in accordance with the authorization given by a proper resolution passed by the directors and stockholders of said corporation.

Now therefore this Mortgage witnesseth that in consideration of the premises and of the sum of five dollars, in hand paid, The Somerset Publishing Company, a corporation as aforesaid, does hereby grant and convey, bargain and sell unto the said Harry T. Phoebus, his heirs and assigns, in fee simple, all the following described lots and parcels of land, situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, and the following personal property, that is to say:

First: All that lot of land, situate, lying and binding on the east side of Main Street, in the Town of Princess Anne, opposite the Washington Hotel, bounded on the south by the land of J. Earle Morris and on the north by the land of John E. Holland, and being the same and all of the land which was conveyed unto The Somerset Publishing Company by James E. Byrd and wife, by deed dated the 6th day of July, 1923, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.87, folio 272 etc.,

Second: All that lot of land, situate in said election district, in the rear of the property described in the first item of this deed, and beginning for the same at the south west corner of this land at a point where this land joins the land described in the said first item of this deed and the land of J. Earle Morris, thence running northerly by and with the land described in the first item of this deed to the north line of the alley running between the land described in the first item of this deed and the building owned by John E. Holland, thence extending the said north line of said alley easterly in a straight line to a fence

dividing the land hereby conveyed from land purchased by Wm. P. Fitzgerald from Alvah Dixon, thence southerly by and with said fence to the north east corner of the land conveyed to said Fitzgerald by S. Frank Dashiell, now owned by J. Earle Morris, thence Westerly by and with said Morris land to the place of beginning, and being the same and all of the land which was conveyed unto The Somerset Publishing Co., by S. Frank Dashiell by deed datedthe 6th day of May, 1926, and recorded among said land records in Liber W.J.S.No.93, folio 63 etc.,

Third: All the machines, machinery, equipment, tools and supplies, constituting the equipment and plant and used in the printing and publishing of the newspaper known as the "Marylander and Herald," now located in the brick buildings on the land described in the first and second items of this deed, the same consisting principally of Babcock Aptonus Press, large Job Press, 8x12 Job Press, power paper cutter, Miller Saw, Boston Stitcher, 9 motors, Intertype and Accessories, Addressograph and mailing machine, cabinets and cases, typewriters, Imposing Stones and tables, Type Cabinets, cases etc., Type, newspaper folder, three cut casting boxes, Proof Press, galleys, column rules, leads, slugs, galleys rack, rollers, etc., auto press, shelving, electric fixtures chairs and tables and all other machines, machinery, and equipment constituting said printing plant.

It is understood that this property is now encumbered by two mortgages, one held by Ellen M. Dashiell and the other by S. Frank Dashiell, duly recorded among the land records of said Somerset County.

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 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 The Somerset Publishing Company, a 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 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 Harry C. Dashiell 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 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

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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 Seven Thousand Five Hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure 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 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.

Withess the hand of the said James E. Byrd, President of The Somerset Publishing Company, and its corporate seal affixed hereto.

Test: Gertrude Holland. Corporate Seal The Somerset Publishing Co.,

By James E. Byrd, President.

State of Maryland, County, to wit:

I hereby certify, that on this 15th 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 James E. Byrd, President of The Somerset Publishing Company, a body corporate, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be the act and deed of The Somerset Publishing Company, a body corporate, and at the same time and place also personally appeared before me Harry T. Phoebus, 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 have hereunto set my hand and affixed my Notarial Seal the day and year above written.

Seal of Notary Gertrude Holland,

Notary Public.

Received for record March 17th, 1930, and recorded in Liber G.W.L.No.98, folio 338, one of the Land Records of Somerset County.

Per: George W. Lawson, Clerk.

Assignment:

For value received, I hereby assign the within and foregoing mortgage to H. Fillmore Lankford, for purpose of foreclosure.

Witness my hand and seal this 9th day of January, nineteen hundred and thirty-three.

Witness: Henry M. Lankford. Harry T. Phoebus (SEAL)

Filed for record January 10th, 1933, and recorded in Liber G.W.L.No.98, folio 339.

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Test: J. Millard Tawes, Clerk.

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 Harry T. Phoebus, surety, 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, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of January, nineteen hundred and thirty-three.

Whereas by mortgage dated the 15th day of March, 1930, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L.No.98, folio 338 etc., The Somerset Publishing Company, a body corporate, granted and conveyed, bargained and sold to Harry T.Phoebus the real and personal property described in said mortgage to secure the payment of the sum therein mentioned, and whereas after default had occurred in the covenants and conditions of said mortgage, the said Harry T. Phoebus, by assignment dated the 9th day of January 1933, recorded among said records in Liber G.W.L.No.98, folio 339, the said Harry T. Phoebus assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure, and whereas the said H. Fillmore Lankford is authorized upon default in the terms, conditions and covenants of said mortgage to sell the real and personal property by said mortgage conveyed, and whereas the said H. Fillmore Lankford is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property.

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

Witness: Carlos Bozman. H. Fillmore Lankford (SEAL)

Harry T. Phoebus (SEAL)

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 4th day of February, in the year nineteen hundred and thirty-three, 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:

H. Fillmore Lankford,	)	No.4464 Chancery,
	)	In the Circuit Court
Ex parte.	)	For Somerset County,
		Maryland.

Trust created by mortgage from The Somerset Publishing Company, a body corporate, to Harry T. Phoebus, assigned to 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 The Somerset Publishing Company, a body corporate, to Harry T. Phoebus, dated the 15th day of March, 1930, recorded among the conveyance records of Somerset County, Maryland, in Liber G.W.L.No.98, folio 338 etc., and assigned to the said H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 9th day of January, 1933, recorded among said records in Liber G.W.L.No.98, folio 339 etc., respectfully represents:

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That after default had occurred in the covenants, terms and conditions of said mortgage by failure of the mortgagor to pay instalments of said mortgage which had become due and payable, and by failure of the mortgagor to pay the state and county taxes levied upon the mortgaged property, and by the failure of the mortgagor to insure and keep insured the mortgaged property against loss by fire for the benefit of the mortgagee, and after having filed a bond with approved security as required by law, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in The Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by handbill posted at the Court House door, in Somerset County, Maryland, he did, in pursuance of said notice, attend on the premises in Princess Anne, in Somerset County, Maryland, on the east side of Somerset Avemue, where the said Somerset Publishing Company has been conducting its business, on Wednesday, the first day of February, 1933, at or about the hour of 1.30 o'clock P.M., and then and there proceeded to sell the real and personal property conveyed by said mortgage, as follows:

He caused the personal property to be divided into thirty separate lots, and announced that said personal property would be offered in lots and then as a whole, and he then offered ten lots of said personal property separately and one after another, and there was no bidder for any of said lots, and he then offered all of said personal property as a whole, said personal property consisting of the following:

Babcock Optomus Press, rollers, motor and attachments, Intertype and all accessories including motor, two extra magazines and two extra fonts of mats, power paper cutter and motor, job press, 14 by 19 inches and motor, job press 8 by 12 inches and motor, Miller saw and motor, addressograph, graphite stencil machine and stencil cabinets and trays and motor, four type cabinets and tupe cases, rule, lead and slug cases, all type fonts, leads, slugs, rules, borders, reglets and cuts, electric fixtures, two cut-casting boxes and remelting furnace with burners, type high plainers and lead cutter, proof press and rollers and all galleys and galley racks, column rules, head rules, spaces and quads, all chairs, tables, stools, filing babinets and desks newspaper folder and motor, all tools, wrenches, parts and supplies, six imposing stones with tables, all newspaper chases and job chases, two steel cut cabinets, one Boston stitcher,perforating machine, two typewriters, two monomelts, all metal and borders, border slides and block, oil burner and furnace, miscellaneous articles, gas can, plainers, mallets, sticks and bellows, all supplies, inks, paper, wire, stencils, wood blocks, old cuts and plate, and all other machines, machinery, equipment, tools and supplies constituting the equipment and plant and used in the printing and publishing of the newspaper known as the "Marylander and Herald," not hereinbefore mentioned, and the highest bid for said personal property as a whole was three thousand dollars, but said personal property was not struck off at said bid, but said bid was held.

He then offered all that lot of land on the east side of Somerset Avenue, in said Town of Princess Anne, Somerset County, Maryland, opposite the Washington Hotel, bounded on the south by the property of J. Earle Morris, and on the north by the property of John E. Holland, being the same lot of land which was conveyed to The Somerset Publishing Company by James E. Byrd and wife by deed dated the 6th day of July, 1923, recorded among said records in Liber W.J.S.No.87, folio 272 etc., improved by a brick buil ding occupied by The Somerset Publishing Company, subject to a mortgage from Walter J. Brewington and wife to Ellen M. Dashiell, dated the 13th day of April, 1922, recorded among said records in Liber W.J.S.No.85, folio 232 etc., the amount due on said mortgage as of the day of sale being four thousand dollars principal and one hundred and ninety-two dollars accrued and unpaid interest, and the highest bid for said property was one hundred dollars, but said property was not struck off at said bid, but said bid was held.

He then offered all that lot of land in said Town of Princess Anne, in Somerset County, Maryland, in the rear of and adjoining the lot of land hereinbefore mentioned, adjoining the land of J. Earle Morris, the land purchased by William P. Fitzgerald from Alvah Dixon, and the land

conveyed to William P. Fitzgerald by S. Frank Dashiell and wife, now owned by J. Earle Morris, and being the same and all the land which was conveyed to The Somerset Publishing Company by S. Frank Dashiell and wife by deed dated the 6th day of May, 1926, recorded among said records in Liber W.J.S.No.93, folio 63 etc., also improved by a brick building occupied by The Somerset Publishing Company subject to a mortgage from The Somerset Publishing Company to S. Frank Dashiell dated the 6th day of March, 1926, recorded among said records in Liber W.J.S.No.89, folio 464 etc, for the sum of twenty-five hundred dollars, the amount due as of the day of sale being the principal of twenty-five hundred dollars and four hundred and twelve dollars and fifty cents, accrued interest, and the highest bid for said property was one hundred dollars, but said property was not struck off at said bid and said bid was held.

He then offered said two parcels of real estate, subject to the mortgages aforesaid, as a whole, but no bid was made higher than two hundred dollars, the sum of the bids when said properties were offered separately, and said properties were not sold at said bid.

He then offered all the real and personal properties hereinbefore mentioned as a whole, subject to the mortgages aforesaid, and sold the same to Harry T. Phoebus, at and for the sum of three thousand two hundred and ten dollars, he being then and there the highest bidder therefor, and said sum being more than the aggregate of the bids for said real and personal property when offered separately.

And the said assignee brings into Court the fund arising from said sale and prays a ratification of all 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 fourth day of February, nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the assignee 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 of 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.4464 Chancery,
Ex parte.	)	In the Circuit Court
	)	For Somerset County,
		Maryland.

Trust created by mortgage from The Somerset Publishing Company, a body corporate to Harry T. Phoebus, 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 fourth day of February, nineteen hundred and thirty-three, that the report of H. Fillmore Lankford, the assignee mentioned in the above cause, and the sale of real 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 7th day of March, 1933, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 2nd day of March, 1933.

The report states the amount of sales to be thirty-two hundred and ten dollars.

J. Millard Tawes,
Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 23rd day of March, in the year nineteen hundred and thirty-three, comes again into Court here the said Assignee and on mortion of the said Assignee, the Court here passed the following order, to wit:

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H. Fillmore Lankford,	)	No.4464 Chancery
	)	In the Circuit Court
Ex parte.	)	For Somerset County,
	)	Maryland.

Trust created by mortgage from The Somerset Publishing Company, to Harry T. Phoebus, 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 23rd day of March, nineteen hundred and thirty-three, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, Assignee, and the sales of real and personal 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 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 January, being the 7th.day of the same month, in the year of our Lord one thousand nine hundred and twenty-nine.

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. George W. Lawson, Clerk.

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

L. Paul Ewell, Attorney and Assignee, Ex parte. Trust created under mortgage from Jacob Kersey to John T. M. Sturgis and by said Sturgis assigned to Robert A. Kersey and by said Kersey assigned to L. Paul Ewell for foreclosure, the said L. Paul Ewell being also named in said mortgage as attorney for foreclosure. No.4007 Chancery.	Be it remembered that heretofore to wit, on the 12th day of November, nineteen hundred and twenty-seven, 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 certified copy of a certain mortgage executed and delivered to John T. M. Sturgis, Assignment Robert Kersey by a certain Jacob Kersey, of Somerset County and State of Maryland, which said copy of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 19th day of May, in the year nineteen hundred and twenty-three, by Jacob Kersey (unmarried) of Somerset County, Maryland, Whereas the said Jacob Kersey is indebted unto a certain John T. M. Sturgis in the principal sum of two hundred and eighty-four dollars and eighty-nine cents ($284.89) which is further evidenced by the bill obligatory of the said Jacob Kersey of even date herewith in the principal sum of two hundred and eighty-four dollars and eighty-nine cents ($284.89) payable twelve months after date, to the order of the said John T. M. Sturgis, together with interest thereon payable semi-annually on the first day of July and January from date until paid, and to secure the payment of said bill obligatory, principal and interest, these presents are executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises and the further sum of one dollar ($1.00), the said Jacob Kersey does hereby grant and convey unto the said John T. M. Sturgis three tracts or parcels of land in Dublin Election District of Somerset County, Maryland, as follows:

First: All that tract or parcel of land on the southeast side of the county road leading from Dividing Creek Bridge to Pocomoke City, containing three acres and thirteen perches of land, more or less, being all and the same tract or parcel of land conveyed to the said Jacob Kersey as Jacob Cersey from Charles O. Melvin and wife by deed dated September 30, 1884, duly of record among the land records of Somerset County, Maryland in Liber H.F.L.No.2, folio 40.

Second: All that tract or parcel of land on the south side of the public road leading from Dividing Creek to Pocomoke City, containing ten and three fourths acres of land, more or less, and being all and the same tract or parcel of land conveyed to the said Jacob Kersey as Jacob F. Carsley from John S. Stevens by deed dated November 13, 1890, and duly of record among the land records of Somerset County, Maryland, in Liber H.F.L.No.8, folios 439 etc.,

Third: All that tract or parcel of land containing six and one-half acres, more or less, which was conveyed to the said Jacob Kersey as Jacob F. Carsley from Rosalie G. Townsend by deed dated September 26, 1898, and of record among the land records of Somerset County, Maryland, in Liber O.T.B.No.25, folios 115 etc.,

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 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 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 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 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

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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: Joseph C. Stevenson — his Jacob X Kersey (SEAL) mark

State of Maryland, Worcester, County, to wit:

I hereby certify, That on this 19th day of May, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, residing at Pocomoke City, personally appeared Jacob Kersey the mortgagor named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his act and deed, and at the same time and place also personally appeared before me John T. M. Sturgis and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Seal of Notary — Joseph C. Stevenson, Notary Public.

Received for record May 23, 1923, and recorded in Liber W.J.S.No.88, folio 60 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment.

For value received, I hereby assign the within mortgage to Robert A. Kersey without recourse to me in any event.

Witness my hand and seal this 14th day of July, 1925.

Witness: J. C. Stevenson. — John T.M. Sturgis (SEAL)

Filed for record 23rd July 1925, and recorded in Liber W.J.S.No.88, folio 60.

Test: W. Jerome Sterling, Clerk.

Exd. and mailed to Assignee 2/23/25.

State of Maryland, Somerset County, to wit:

I, George W. Lawson, Clerk of the Circuit Court for Somerset County, hereby certify that the foregoing is truly copied in Liber W.J.S.No.88, folio 60 etc., one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court, this 7th day of November, nineteen hundred and twenty-seven.

Seal of Court. — George W. Lawson, Clerk.

And thereupon the said L. Paul Ewell, Attorney filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Paul Ewell, as principal, and Lillie Powell Ewell and Cynthia Ardis, as sureties, all of Worcester County, Maryland, 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 and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 29th day of November 1927.

Whereas the above bounden L. Paul Ewell, by virtue of the power contained in a mortgage from Jacob Kersey to John T. M. Sturgis and by said Sturgis assigned to Robert A. Kersey, and by said Kersey assigned to the said L. Paul Ewell for foreclosure, the said L. Paul Ewell being also attorney named in said mortgage for foreclosure, is about to sell the land and premises described in said mortgage as assignee thereof and as attorney named therein, default having been made in the payment of the debt therein specified, and in the conditions and covenants

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therein contained. This mortgage bears date May 19, 1923, and will be found recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.88, folios 60 etc.,

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, Lillie Powell Ewell and Cynthia Ardis have hereunto set their hands and seals the day and year above written.

Witness:

Pearl Lambertson.

L. Paul Ewell (SEAL)

Lillie Powell Ewell (SEAL)

Cynthia Ardis (SEAL)

Which said bond was thus thereon endorsed to wit:

Bond approved,

George W. Lawson, Clerk.

And thereafter to wit, on the 12th day of December, in the year nineteen hundred and twenty-eight, 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:

L. Paul Ewell, Attorney and Assignee, Ex parte. Trust created under mortgage from Jacob Kersey to John T. M. Sturgis and by said Sturgis assigned to Robert A. Kersey and by said Kersey assigned to L. Paul Ewell for foreclosure, the said L. Paul Ewell being also named in said mortgage as attorney for foreclosure.	In the Circuit Court For Somerset County, Maryland. In Equity. No.4007 Chancery.

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, Attorney and Assignee for foreclosure in a mortgage from Jacob Kersey to John T. M. Sturgis and by said Sturgis assigned to Robert A. Kersey and by said Robert A. Kersey assigned to L. Paul Ewell, said mortgage bearing date May 19, 1923, and of record among the land records of Somerset County, Maryland, in Liber W.J.S.No.88, folios 60, 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 requisites 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 Anne, in Somerset County, Maryland, at least twenty days before the day of sale as provided by said mortgage, and by notices set up at the Court House door in the Town of Princess Anne, in said Somerset County, Maryland, and by hand bills extensively circulated, he did, pursuant to said notice, attend on the premises in Somerset County, Maryland, on Saturday, December 3, 1927, at the hour of ten o'clock in the morning, same being in Dublin Election District, Somerset County, Maryland, and then and there offered for sale at public auction, for cash, all that tract or parcel of land situate, lying and being in Dublin Election District, Somerset County, Maryland, the following three tracts or parcels of land.

First: All that tract of land containing three acres and thirteen perches of land, more or less, being all and the same land conveyed to Jacob Kersey from Charles O. Melvin and wife by deed dated September 30, 1884, and of record among the land records of Somerset County, Maryland, in Liber H.F.L.No.2, folio 40.

Second: All that tract of land containing ten and three-fourths acres of land more or less, being all and the same tract of land conveyed to the said Jacob Kersey from John S. Stevens by

deed dated November 13, 1890, and recorded among the aforesaid land records in Liber H.F.L.No.8, folio 439.

Third: All that tract of land containing six and one-half acres of land, more or less, being all and the same land conveyed to the said Jacob Kersey from Rosalie G. Townsend by deed dated September 26, 1898, and recorded among the aforesaid land records in Liber O.T.B.No.25, folio 115 etc.,

And sold the same to Robert A. Kersey, at and for the sum of five hundred dollars ($500.00) he being then and there the highest bidder therefor, the said purchase price being represented by one hundred dollars ($100.00) in cash and the obligation of the said purchaser for four hundred dollars ($400.00).

Respectfully submitted,

L. Paul Ewell,
Attorney and Assignee.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 11th day of December, A.D. 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, residing at Pocomoke City, in said Worcester County, personally appeared L. Paul Ewell and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

In testimony whereof I hereunto set my hand and affix my Notarial Seal.

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, Attorney and Assignee, Ex parte.	)
Trust created under mortgage from Jacob Jersey to John T.M. Sturgis and by said Sturgis assigned to Robert A. Kersey and by said Kersey assigned to L. Paul Ewell for foreclosure, the said L. Paul Ewell being also named in said mortgage as attorney for foreclosure.	) In the Circuit Court) For Somerset County,) Maryland,) In Equity.) No.4007 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, attorney and assignee of a mortgage from Jacob Kersey to John T.M. Sturgis and by him assigned to Robert A. Kersey and by him assigned to the said Ewell, said mortgage bearing date May 19, 1923, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S.No.88, folio 60, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of January, 1929, 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 9th day of January, 1929.

The report states the amount of sale to be $500.00.

George W. Lawson, Clerk.

And now at this day to wit, on the 14th day of January, in the year nineteen hundred and twenty-nine comes again into Court here the said Attorney and Assignee and on motion of the said Attorney and Assignee, the Court here passed the following order to wit:

Ordered by the Circuit Court for SomersetCounty, Maryland, in Equity, this 14th day of January, 1929, that the sale made and reported by L. Paul Ewell, Attorney and assignee 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, Attorney and assignee as aforesaid, is hereby allowed the usual expenses incident to said sale, not personal, including commissions according to

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the Equity rules in such case made and provided.

Robt. F. Duer, Judge.

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

Per: J. Millard Tawes ,Clerk.

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L. Paul Ewell, Attorney, Ex parte.	) Be it remembered that heretofore,
Trust created under mortgage from William Jesse Wharton and Edna Wharton, his wife, to Maurice W. Boston and Nona T. Boston.	) to wit, on the 21st day of May, in the year nineteen hundred and twen-
No.3956 Chancery.	) ty-seven, 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 Maurice W. Boston and Nona T. Boston from a certain William Jesse Wharton and Edna Wharton, his wife, of Somerset County and State of Maryland, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 10th day of December, in the year nineteen hundred and nineteen, by William Jesse Wharton and Edna Wharton, his wife, of Somerset County, Maryland, Whereas, the said William Jesse Wharton is indebted unto a certain Maurice W. Boston and Nona T. Boston, his wife, in the sum of two thousand dollars ($2000.00) 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 William Jesse Wharton and Edna Wharton, his wife, payable to the order of the said Maurice W. Boston and Nona T. Boston and to the survivor of them, twelve months after date, with interest payable January first and July first from date until paid, and to secure the payment of said bill obligatory, principal and interest, these presents are executed.

Now therefore, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar ($1.00) the said William Jesse Wharton and Edna Wharton, his wife, do hereby grant and convey unto the said Maurice W. Boston and Nona T. Boston, his wife, and to the survivor, all that farm or tract of land situate, lying and being in Dublin Election District of said Somerset County, Maryland, on the County Road leading from Pocomoke City to Dividing Creek, adjoining the lands of William F. Bratten, William H. Mason, the land known as the "Collingwood Farm" and the lands of Lee Carey, containing sixty-nine (69) acres of land, more or less, being all and the same farm or tract of land conveyed to the said William Jesse Wharton from Thomas R.Merrill and wife by deed of even date herewith, said deed to be recorded simultaneously with this mortgage.

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 demandable, and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or L. Paul Twell 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 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 mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees, and to deposit the policy or policies as aforesaid, the said mortgagees, 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: Cynthia Ardis. William Jesse Wharton (SEAL)

Edna Wharton (SEAL)

State of Maryland, Worcester County, to wit:

I hereby certify, That on this 10th 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 William Jesse Wharton and Edna Wharton, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing

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mortgage to be their respective act and deed, and at the same time and place also personally appeared before me, L. Paul Ewell, Agent of 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. And the said L. Paul Ewell also made oath as aforesaid that he is agent of the mortgagee duly authorized to make this affidavit.

In testimony whereof I hereunto set my hand and affix my Notarial Seal.

Seal of Notary — Cynthia Ardis, Notary Public.

Received for record January 13th, 1920, and recorded in Liber W.J.S.No.76, folio 390 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said L. Paul Ewell, Attorney, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Paul Ewell, as principal, and United States Fidelity & Guaranty Company, a corporation, with its principal offices in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars ($3000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of June, 1927.

Whereas, the above bounded L. Paul Ewell, by virtue of the power contained in a mortgage from William Jesse Wharton and Edna Wharton, his wife, to Maurice W. Boston and Nona T. Boston, his wife, same bearing date December 10, 1919, and of record among the land records of Somerset County, Maryland, in Liber W.J.S.No.26, folio 390, is about to sell the land and premises described in said mortgage as attorney named therein for foreclosure, default having been made in the payment of the debt therein specified and the covenants and conditions therein contained.

The condition of the above obligation is such that if the above bounden L. Paul Ewell does and shall well and truly and faithfully perform the trust reposed in him under and by virtue of the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof, the above bounden L. Paul Ewell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Signed, sealed and delivered in the presence of

Cynthia Ardis.

Corporate Seal.

L. Paul Ewell (SEAL)
Principal.

United States Fidelity & Guaranty Co.,

By L. Paul Ewell, Attorney in Fact.
Surety.

Whihh said bond was thus thereon endorsed to wit:

Bond approved,

George W. Lawson, Clerk.

And thereafter to wit, on the 28th day of November, in the year nineteen hundred and twenty-nine, 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:

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L. Paul Ewell, Attorney, ex parte.	)	In the Circuit Court
	)	For Somerset County, Maryland.
Trust created under mortgage from William Jesse Wharton and Edna Wharton his wife, to Maurice W. Boston and Nona T. Boston.	)	No.3956 Chancery,
	)	In Equity.
	)	

The report of L. Paul Ewell, Attorney named for foreclosure in a mortgage from William Jesse Wharton and Edna Wharton, his wife, to Maurice W. Boston and Nona T. Boston dated December 10, 1919, and recorded among the land records of Worcester County, in Liber W.J.S.No.76, folio 390, 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 Marylander & Herald, a newspaper published at Princess Anne, Somerset County, Maryland, and by hand bills circulated in said County, as well as notice posted in front of the Court House door in the town of Princess Anne, in said County, at least twenty days before the day of sale as provided in said mortgage, he did, pursuant to said advertisement, attend on the premises mentioned in said mortgage, which is farm located in Dublin District, Somerset County, Maryland, near Dividing Creek Bridge, on the road which leads from Pocomoke City over said Dividing Creek Bridge to Snow Hill, on Saturday, June 11, 1927, at ten o'clock in the morning, and then and there offered for sale at public auction to the highest bidder, all that farm or tract of land situate, lying and being in Dublin Election District of Somerset County, Maryland, on the County Road leading from Pocomoke City to Dividing Creek, adjoining the lands of William F. Bratten and William H. Mason, the land known as the "Collingwood Farm," and the land of Lee Carey, containing sixty-nine (69) acres of land, more or less, being all and the same land by the aforesaid mortgage conveyed and it also being all and the same land conveyed to the said William Jesse Wharton from Thomas R. Merrill and wife by deed dated on or about December 10, 1919, and recorded among the aforesaid land records, and sold the same to the mortgagees, that is to say, the said Maurice W. Boston and Nona T. Boston, at and for the sum of two thousand dollars ($2000.00) they being then and there the highest bidders therefor.

Respectfully submitted,

L. Paul Ewell, Attorney.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 28th day of November, A. D. 1928, 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 as therein set forth to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal.

Seal of Notary

Cynthia Ardis,

Notary Public.

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

L. Paul Ewell, Attorney, ex parte.	)	In the Circuit Court
Trust created under mortgage from William Jesse Wharton and Edna Wharton his wife, to Maurice W. Boston and Nona T. Boston.	)	For Somerset County,
	)	Maryland.
	)	No.3956 Chancery, in Equity.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the sale made and reported by L. Paul Ewell, Attorney named for foreclosure in the mortgage in the above proceedings mentioned for the sale of real estate in the above cause described be ratified and confirmed unless cause to contrary thereof be shown on or before the 28th day of December, 1928.

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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 26th day of December, 1928.

The report states the amount of sale to be two thousand dollars ($2000.00).

George W. Lawson, Clerk.

And now at this day to wit, on the 10th day of January, in the year nineteen hundred and twenty-nine comes again into Court here the said Attorney and on motion of the said Attorney, the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 10th day of January, 1929, that the sale made and reported by L. Paul Ewell, Attorney as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause and the said L. Paul Ewell, attorney as aforesaid, is allowed the cost incident to said sale (not personal) for which he may produce vouchers for 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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September Term, 1933.

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 4th day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

Were present, Hon. John R. Pattison, Chief Judge
Hon. Joseph L. Bailey, A. Judge.
Hon. Robert F. Duer, A. 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 Vs. Victoria Evans, Hance L. Evans and Rose Evans, his wife, Addie Nelson and J. Frank Nelson, her husband, J. Leonard Evans, Victoria Evans, administratrix, of the estate of William L. Evans, deceased, Farmers Bank of Somerset County, a body corporate, W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, Bank of Crisfield, a body corporate, Orrie L. Tawes, Jr., and Olin W. Sterling, partners trading as O. L. Tawes, Company, a body corporate, Webb Packing Company, a body corporate, United States Rubber Company, a body corporate, and W. Bodek Company, Inc., a body corporate. No.4457 Chancery.	Be it remembered that heretofore, to wit, on the 30th day of December, in the year nineteen hundred and thirty-two, a certain John A. Bradshaw by George H. Myers, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Victoria Evans, Hance L. Evans, and Rose Evans, his wife, Addie Nelson and J. Frank Nelson, her husband, J. Leonard

Evans, Victoria Evans, administratrix, of the estate of William L. Evans, deceased, Farmers Bank of Somerset County, a body corporate, W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, Bank of Crisfield, a body corporate, Orrie L. Tawes, Jr., and Olin W. Sterling, partners trading as O. L. Tawes, Company, a body corporate, Webb Packing Company, a body corporate, United States Rubber Company, a body corporate, and W. Bodek Company, Inc., a body corporate, which said bill of complaint is in the words following, to wit:

John A. Bradshaw

Vs.

Victoria Evans, Hance L. Evans and Rose Evans, his wife, Addie Nelson and J. Frank Nelson, her husband, J. Leonard Evans, Victoria Evans, Administratrix, of the estate of William L. Evans, deceased, Farmers Bank of Somerset County, a body corporate, W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, Bank of Crisfield, a body corporate, Orrie L. Tawes, Jr., and Olin W. Sterling, partners trading as O. L. Tawes Company, a body corporate, Webb Packing Company, a body corporate, United States Rubber Company, a body corporate, and W. Bodek Company, Inc., a body corporate.
No.4457 Chancery, in the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judges of said Court:

Your orator who sues as well for himself as for all other creditors of William L. Evans, late of Somerset County, deceased, who will come in and contribute to the expense of this suit, complaining says:

First: That the said William L. Evans being in his lifetime indebted to divers persons and being seized and possessed of real and personal estate in said Somerset County, departed this life on the 21st day of December, 1932, intestate.

Second: That the estate of the said William L. Evans is indebted unto your orator in the full sum of two hundred and fifty-four dollars, the same being for funeral expenses of the decedent, which said funeral expenses constitute a debt of said deceased, itemized statement of which said funeral expenses is herewith filed as part hereof marked "Plaintiff's Exhibit A."

Third: That the said William L. Evans left surviving him a widow, the defendant Victoria Evans, and the following children as his sole heirs at law, namely, (a) the defendant, Hance L. Evans, a son, who intermarried with the defendant, Rose Evans, (b) the defendant, Addie Nelson, a daughter, who intermarried with the defendant, J. Frank Nelson, (c) the defendant, J. Leonard

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Evans, a son, unmarried, that said widow and heirs at law are all of full age and reside in said Somerset County.

Fourth: That letters of administration have been granted by the Orphans Court for Somerset County upon the personal estate of the said William L. Evans to the defendant Victoria Evans, as administratrix of the estate of said deceased, certified copy of which said letters of administration are herewith filed as part hereof, marked "Plaintiff's Exhibit B."

Fifth: That your orator is advised that the personal estate of the said William L. Evans, deceased, in the hands of his administratrix aforesaid, is insufficient for the payment of his just debts including the aforesaid funeral expenses due your orator which, under the laws of Maryland, is considered a debt of said deceased, and that your orator and other creditors of said deceased are entitled to have their claims paid out of the real estate of said deceased, in the hands of his heirs at law as aforesaid.

Sixth: That the defendant, the Bank of Crisfield, recovered a judgment against the defendant, Addie Nelson, in the Circuit Court for Somerset County, on the 7th day of March, 1927, for the sum of two hundred and sixty-five dollars and twenty-six cents, with interest from said date, twenty-six dollars and fifty-two cents collection charges and seven dollars costs, the same being No.56 Appearances, January Term, 1927, on the docket of said Court, that the defendants, W. Rowe Whittington and R. Brice Whittington, trading as W. R. Whittington & Son, on the 26th day of June, 1928, recovered a judgment against the defendants, Addie Nelson and J. Frank Nelson in the Circuit Court for Somerset County, for the sum of one hundred and eighty-six dollars and seventy cents, with interest from said date, eighteen dollars and sixty-seven cents collection charges and seven dollars costs, the same being No.88 Appearances, April Term, 1928, on the docket of said Court, and the defendant, the Farmers Bank of Somerset County, a body corporate, on the 26th day of February, 1929, recovered a judgment against the defendants, Addie Nelson and J. Frank Nelson, insaid Circuit Court for Somerset County, for the sum of one hundred and fifty dollars, with interest from said date, fifteen dollars collection charges and seven dollars costs, the same being No.60 Appearances, January Term, 1929, on the docket of said Court, each of which said judgments constitutes a lien against the interest of the said Addie Nelson in the said real estate of which the said William L. Evans died seized.

Seventh: That the defendant, W. Bodek Company, Inc., a body corporate under the laws of the State of Pennsylvania, on the 19th day of December, 1927, before Edgar A. Jones, Justice of the Peace, recovered a judgment against the defendant, Hance L. Evans for the sum of ninety-nine dollars and forty-four cents, with interest from date of said judgment and two dollars and forty cents costs, which said judgment is recorded among the records of judgments of Justices of the Peace, in the office of the Clerk of the Circuit Court for said Somerset County, in Liber W.J.S. 33, judgment No.1273, and the defendant, the United States Rubber Company, a body corporate doing business in the State of Maryland, and having its principal office in said State in the City of Baltimore, on the 31st day of January, 1928, recovered a judgment against the defendant, Hance L. Evans, before Edgar A. Jones, a Justice of the Peace, for the sum of forty-five dollars and seventy-one cents, with interest from said date and two dollars and five cents costs, said judgment being recorded among the records of judgments of Justices of the Peace aforesaid, in Liber W.J.S.No.3, judgment No.1298, and the defendant, Webb Packing Company, a body corporate under the laws of the State of Maryland, on the eleventh day of January, 1929, recovered a judgment in the Circuit Court for Somerset County against the defendant, Hance L. Evans, for the sum of one hundred and eighty dollars, with interest from said date, eighteen dollars collection charges and seven dollars costs, the same being No.89 Appearances, September Term, 1928, on the docket of said Court, that the defendants, Orrie L. Tawes and Olin W.Sterling, partners trading as O.L. Tawes Company, on the 14th day of July, 1930, recovered a judgment against the defendant Hance L. Evans, in the Circuit Court for Somerset County, for the sum of

one hundred and thirty-seven dollars and seventy-six cents, with interest from said date and eighty cents costs, the same being No.50 Trials, July Term, 1930, on the docket of said Court, that each of said judgments constitutes a lien against the interest of the said Hance L. Evans in the real estate of which the said William L. Evans died seized.

To the end, therefore:

(1) That the real estate of which the said William L. Evans died seized 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 Victoria Evans, Hance L. Evans, Rose Evans, Addie Nelson, Victoria Evans, Administratrix of the estate of William L. Evans, deceased, J. Frank Nelson, J. Leonard Evans, W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, Orrie L. Tawes and Olin W. Sterling, partners trading as O. L. Tawes & Company, all adults residing in said Somerset County, also to the Farmers Bank of Somerset County, a body corporate, Bank of Crisfield, a body corporate and Webb Packing Company, a body corporate, all having their principal places of business in said Somerset County, and to the United States Rubber Company, a body corporate having its principal place of business in Baltimore City, commanding them and each of them to be and appear in this Court, at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein, also an order of publication giving notice to the defendant, W. Bodek Company, Inc., a body corporate having its principal place of business in the City of Philadelphia, State of Pennsylvania which is a non-resident of this State, 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 prayed.

And as in duty bound,

Geo. H. Myers,
Solicitor for Complainant.

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

Crisfield, Md.,December 29, 1932.

Estate of Wm. Lawson Evans,
Burial of Wm. Lawson Evans.

Dec.21st.	Metallic Full Couch Casket, Professional Services.	$200.00	
	Blanket (no charge)		
	Large Size Vault & Opening Grave.	40.00.	$240.00
	4 pieces Flowers.		14.00
			$254.00
			155.95
			$98.05

Exhibit "B" filed in said Bill as follows:

Maryland, Sc.

The State of Maryland, To all persons to whom these presents shall come, Greeting: Know ye that Administration of all the goods, chattles and credits of William L. Evans, late of Somerset County, deceased, is hereby granted and committed unto Victoria Evans, the Administratrix.

Official Seal.

Witness, John E. Whitelock, Esq., Chief Judge of the Orphans' Court for Somerset County, this 27th day of December, Anno Domini 1932,

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

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foregoing is a true and full copy of the letters of administration granted unto Victoria Evans, Administratrix on the estate of William L. Evans, 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 30th day of December, in the year of our Lord, Nineteen Hundred and thirty-two.

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, to wit:

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To W. Rowe Whittington and R. Brice Whittington, trading as W. R. Whittington & Son, Orrie L. Tawes and Olin W. Sterling trading as O.L. Tawes, & Company of Somerset County, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appeared 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 2nd day of January, Anno Domini 1933.

Issued the 9th day of January, Anno Domini 1933.

Per order. J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Hance L. Evans, Rose Evans, J. Frank Nelson, of Somerset County, Greeting: You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in 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 2nd day of January, Anno Domini 1933.

Issued the 9th day of January, Anno Domini 1933.

Per order,
J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Farmers Bank of Somerset County, Bank of Crisfield, Webb Packing Company, 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 2nd day of January, Anno Domini 1933.

Issued the 9th day of January, Anno Domini 1933.

Per order,
J. Millard Tawes, Clerk.

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

To the first two subpoenas.

Summoned and copy left with each defendant,

Luther Daugherty, Sheriff.

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To the third of said subpoena, the return was as follows:

Summoned and copy left with each defendant,

Luther Daugherty, Sheriff.

Summoned, the Farmers Bank of Somerset County by service upon Gordon Tull, President of said corporation, and copy of the within writ left with said Gordon Tull.

Summoned, the defendant, Webb Packing Company, by service upon Thomas J. Webb, President of said defendant corporation, and copy of the within writ left with said Thomas J. Webb.

Summoned, the Bank of Crisfield, a body corporate, by service upon Warren F. Sterling, President of said Bank, and copy of said writ left with said Warren F. Sterling.

So answers,

Luther Daugherty, Sheriff.

And thereafter to wit, on January 5th, 1933, the following answers were filed:

Answer of Administratrix:

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County, Maryland.
	)	

The answer of Victoria Evans, administratrix of the estate of William L. Evans, deceased, to the bill of complaint of John A. Bradshaw in the above cause against her exhibited, respectfully shows:

That this respondent admits the matters and facts in said bill of complaint alleged and consents to the passing of such decree as to this Honorable Court may seem right and proper in the premises.

And as in duty bound,

Witness: John H. Bradshaw.

Victoria Evans,
Administratrix of the estate of William L. Evans, deceased.

Answer of W. Bodek Company, Inc.,

John W. Bradshaw	)	No.4457 Chancery,
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County,
	)	Maryland.

The answer of W. Bodek Company, Inc., defendant in the above cause to the bill of complaint against it and others therein exhibited, respectfully shows:

That this defendant admits that the said Hance L. Evans is indebted to this defendant on a judgment rendered by Edgar A. Jones, Justice of the Peace on December 19th, 1927, for the sum of ninety-nine dollars and forty-four cents with interest from date of said judgment and two dollars and forty cents costs, which said judgment is recorded among the records of judgments of Justices of the Peace in the Office to the Clerk of the Circuit Court for said Somerset County, in Liber W.J.S.No.3, judgment No.1273, and this defendant further says, that since said judgment was entered the said Hance L. Evans on the 15th day of February, 1928, paid defendant on account thereof the sum of twenty-six dollars and twenty cents, and that the balance of said judgment, interest and costs are still unpaid and constitute a lien upon the interest of the said Hance L. Evans in the property of which the said William L. Evans died seized.

As to the other matters and allegations set forth in said bill of complaint, this defendant says: That it has no knowledge thereof and neither admits nor denies the same but consents to the passage of such decree thereon as to this Honorable Court may seem right and proper in the premises.

Edgar A. Jones,
Attorney for W. Bodek Company, Inc.,

Answer of Victoria Evans, Addie Nelson, J. Frank Nelson and J. Leonard Evans.

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John A. Bradshaw	)	No.4457 Chancery.
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County,
	)	Maryland.

The joint and several answer of Victoria Evans, Addie Nelson, J. Frank Nelson and J.Leonard Evans, to the bill of complaint of John A. Bradshaw in the above cause against them exhibited, respectfully shows:

That these respondents 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 seen right and proper in the premises.

And as in duty bound,

John H. Bradshaw.
Witness.

Victoria Evans
J.Frank Nelson
Addie Nelson
J. Leonard Evans.

Answer of The United States Rubber Co.,

John W. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County,
		Maryland.

The answer of United States Rubber Company, a body corporate, defendant in the above cause, to the bill of complaint against it and others therein exhibited, respectfully represents:

That this defendant admits that the said Hance L. Evans is indebted to this defendant on a judgment rendered by Edgar A. Jones, Justice of the Peace on the thirty-first day of January, nineteen hundred and twenty-eight for the sum of forty-five dollars and seventy-one cents, with interest from said date and two dollars and five cents costs, and that said judgment is recorded among the records of judgments of Justices of the Peace in the Office of the Clerk of the Circuit Court for Somerset County, Maryland, as No.1298 in Liber W.J.S.No.3, and that said judgment constitutes a lien upon the real estate of the said Hance L. Evans,

As to the other matters and allegations set forth in said bill of complaint, this defendant says, that it has no knowledge thereof and neither admits nor denies the same but consents to the passage of such decree thereon as to this Honorable Court may seem right and proper in the premises.

And as in duty bound,

John B. Robins,
Solicitor for United States Rubber Company, defendant.

And thereafter to wit, on January 20th, nineteen hundred and thirty-three, the following Answer and sworn statement of claim of the Farmers Bank was filed:

Farmers Bank of Somerset County, a Maryland corporation.	)	No.60 Appearances, Jan.Term, 1929.
	)	In the Circuit Court for Somerset County.
Vs.	)	Judgment Feby.25th, 1929, for Plaintiff in the sum of $150.00 with interest from date and $15.00 Col. Charges and $7.00 costs.
J. Frank Nelson and Addie Nelson.	)	

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of January, in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Addie Handy Assistant Cashier of the Farmers Bank of Somerset County and made oath in due form of law that the above judgment is due and owing the Farmers Bank that the interest thereon has been paid to Dec. 26th, 1929, and the balance due on said judgment exclusive of costs and Collection charges to date are, viz: $171.90.

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Witness my hand and Notarial Seal.

Seal of Notary — Edwin A. Robinson, Notary Public.

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	In the Circuit Court
Victoria Evans et als.,	)	For Somerset County.
	)	Creditors Bill &c.,

To the Honorable the Judge of said Court:

The anser of the Farmers Bank of Somerset County, Inc., one of the defendants in the above entitled cause, by Gordon Tull, its attorney, for answer to the Bill of Complaint says:

That it admits the allegation therein that the Farmers Bank has a judgment lien as set forth in said bill of complaint, against the interests of J. Frank Nelson and Addie Nelson, his wife, hereby files a copy of said judgment with a sworn statement of the amount due thereon, and consents that the trustee under the decree in this case may sell the interests of said J. Frank Nelson and wife and distribute the proceeds thereof to this defendant, as its interest may appear.

Respectfully submitted,

Gordon Tull,
Attorney for Farmers Bank of Somerset County.

On April 20th, 1933, the following Anser of Hance L. Evans and Rose Evans, his wife, was filed:

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	In the Circuit Court
Victoria Evans et als.,	)	For Somerset County,
	)	In Equity.

To the Honorable, the Judges of said Court.

The answer of Hance L. Evans and Rose Evans, his wife, two of the defendants in the above entitled cause to the bill of complaint of John A. Bradshaw against them and others, in this Court exhibited, respectfully represents:

1. That your respondents admit the matters and facts set forth in the first paragraph of the bill of complaint, except as qualified in the seventh paragraph of this answer.

2. That your respondents admit the matters and facts set forth in the second paragraph of the bill of complaint.

3. That your respondents admit the matters and facts set forth in the third paragraph of the bill of complaint.

4. That your respondents admit the matters and facts set forth in the fourth paragraph of the bill of complaint.

5. That your respondents admit the matters and facts set forth in the fifth paragraph of the bill of complaint.

6. That as to the matters and facts set forth in the sixth and seventh paragraphs of said bill of complaint your respondents are not fully advised as to all the judgment liens set forth in said paragraphs and that hence these respondents neither admit or deny the allegations thereof.

7. That further answering said bill of complaint, your respondents allege that the said William L. Evans, now deceased, about the year 1925 gave your respondents a small lot of land, located on the State Road leading from Marion Station to Hopewell, containing about three-quarters of an acre, more or less and that at the time, the said William L. Evans defined and marked off the boundaries of said lot of land, and that immediately thereafter, upon the advice and with the full knowledge and consent of the said William L. Evans, your respondents erected a bungalow dwelling upon said lot of land, at their sole cost and expense, which said dwelling your respondents have occupied exclusively from the time of its completion to the present time,

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that the said William L. Evans departed this life without giving to your respondents a deed for said lot of land, but the said William L. Evans in his lifetime stated to a great many persons that the land upon which the said bungalow is erected was the land of your said respondents, and that the said William L. Evans made no claim to said land or the dwelling erected thereon from the time when said dwelling was erected and occupied by your respondents, and that, furthermore, the said William L. Evans was indebted unto the said Hance L. Evans to the extent of several hundred dollars, being interest on money loaned by the said Hance L. Evans to the said William L. Evans, in his life time, that the said Hance L. Evans never demanded said interest due as aforesaid but in lieu thereof the said William L. Evans gave your respondents the lot of land in controversy, with the privilege of erecting the said dwelling thereon as aforesaid.

And your respondents pray the Court to exempt the lot of land containing about three-quarters of an acre and the dwelling thereon, now in the exclusive possession of your respondents, from any decree that this Court may pass for the sale of the real estate of the said William L. Evans, deceased.

And as in duty bound etc.,

Harry C. Dashiell.
Attorney.

Hance L. Evans

Rose L. Evans,
Respondents.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of April, in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Hance L. Evans and Rose Evans, his wife, and made oath in due form of law that the matters and facts contained and stated in the aforegoing answer are true as therein set forth to the best of their knowledge, information and belief.

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

Seal of Notary

John S. Holland,
Notary Public.

And thereafter to wit, on May 8th, nineteen hundred and thirty-three, the following Decree Pro Confesso was filed.

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria L. Evans, et al.,	)	Somerset County,
	)	Maryland.

The defendants, W. Rowe Whittington and R. Brice Whittington, partners trading as W. R. Whittington & Son, Bank of Crisfield, a body corporate, Orrie L. Tawes, Jr., and Olin W.Sterling, partners trading as O. L. Tawes & Company, Webb Packing Company, a body corporate, 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 6th day of May, nineteen hundred and thirty-three, 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.

Robt. F. Duer, Judge.

On May 8th, 1933, the following Petition and order appointing special examiner to take testimony was filed.

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans et al.,	)	Somerset County,
	)	Maryland.

To the Honorable, the Judge of said Court:

The petition of John A. Bradshaw, plaintiff in the above cause respectfully represents:

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That the several defendants have answered the bill of complaint and your petitioner is now ready to take testimony to support the allegations of his bill of complaint, that Harry C.Dashiell, Esq., the regularly appointed Examiner in Chancery, residing in Princess Anne, is counsel for two of the defendants, namely, Hance L. Evans and Rose Evans, his wife,

Your petitioner therefore prays that leave be granted him to take testimony in the above case to support the allegations of his bill of complaint and that a special examiner be appointed before whom such testimony may be taken.

And as in duty bound,

Geo. H. Myers,
Solicitor for Petitioner.

Ordered, this 6th day of May, nineteen hundred and thirty-three, by the Circuit Court for Somerset County in Equity, upon the aforegoing petition, that Marion R. Conaway, be and she is hereby appointed Special Examiner in Chancery to take testimony in the above cause and that leave, be and the same is hereby granted to the said parties to said cause to take testimony before said Special Examiner.

Robt. F. Duer,
Judge.

And thereafter to wit, on May 9th, 1933, the following Petition and Order to file the attached amended answer was filed:

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans et al.,	)	Somerset County,
	)	Maryland.

To the Honorable, the Judge of said Court:

The petition of Victoria Evans, defendant in the above cause, respectfully represents:

That heretofore she has filed a joint and several answer together with certain other defendants admitting the matters and facts alleged in the bill of complaint, and consenting to the passing of such decree as may seem right and proper to this Honorable Court, that since filing said answer she has filed in the Orphans Court for Somerset County, within the time limited by statute, her election to take her dower in the real estate of which the said William L.Evans died seized.

Your petitioner therefore, prays leave to file the attached amended answer setting forth said additional fact.

And as in duty bound,

Victoria Evans, Petitioner.

Ordered, this 9th day of May, nineteen hundred and thirty-three, by the Circuit Court for Somerset County, in Equity, upon the aforegoing petition that leave, be and the same is hereby granted to the defendant, Victoria Evans, to file the attached amended or supplemental answer in the above cause.

Robt. F. Duer, Judge.

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County,
	)	Maryland.

The amended or supplemental answer of Victoria Evans, defendant in the above cause to the bill of complaint of John A. Bradshaw against her and others therein exhibited, respectfully shows:

That she admits the matters and facts in said bill of complaint alleged, but this defendant further says that on the seventh day of February, nineteen hundred and thirty-three, she filed in the Orphans Court for Somerset County her election to take her dower in the real estate of which the said William L. Evans, died seized, copy of which said election is herewith

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filed as part hereof, designated Exhibit Election, that this defendant is not willing that this property be sold clear of her dower and that she, in her individual capacity, is therefore an unnecessary party to this proceeding.

Victoria Evans.

In the Matter of the Estate of William L. Evans.)In the Orphans Court for)Somerset County, Maryland.

To the Honorable, the Judges of said Court:

I hereby elect to take my dower in the real estate of which my late husband, William L.Evans, died seized, and by virtue of whose ownership of said real estate my right of dower has attached as provided by Section 4, Article 46 of the Code of Public General Laws of Maryland.

John L. Evans, Witness. Victoria Evans.

Filed for record February 7, 1933, and recorded in Liber F.E.D.No.33, folio 332.

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 Widow's election to take her dower on the estate of William L. Evans, late of said County, deceased, taken from Liber F.E.D.No.33, folio 332, 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 ninth day of May, in the year of our Lord, nineteen hundred and thirty-three.

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

And afterwards, to wit, on the 10th day of June, in the year nineteen hundred and thirty-three, Marion R. Conaway, 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 her filed and by her taken, in the words following, to wit:

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans.	)	Somerset County,
	)	Maryland.

In the above entitled cause an order having been passed for the taking of testimony, I, Marion R. Conaway, duly appointed Special Examiner to take testimony in said cause, do hereby certify that on Thursday, the 25th day of May, 1933, beginning at the hour of nine-thirty A.M., at the office of George H. Myers, Esq., I did take the following depositions, George H. Myers, Esq., being present as solicitor for the plaintiff and Harry C. Dashiell, Esq., being present as solicitor for the defendant, Hance L. Evans, by agreement of said solicitors the signatures of all witnesses for both parties are waived, to wit:

John A. Bradshaw, a witness of lawful age, produced on the part of the plaintiff, having been duly sworn, deposing says:

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

A. John A. Bradshaw, age 54, occupation, undertaker, residence Crisfield, Maryland.

Q.2. Do you know the defendants in this suit?

A. Yes, sir, I know them all, that is to say, all of the Evanses.

Q.3. Did you know Mr. William L. Evans in his lifetime?

A. Yes, sir.

Q.4. Do you know when he died?

A. Yes, sir.

Q.5. When?

A. December 21, 1932.

Q.6. Did you render any services in connection with his burial?

A. Yes, sir.

Q.7. What was it?

A. We prepared his body for burial by embalming it, furnished his casket and was in attendance at the services.

Q.8. Have you been paid?

A. No, sir.

Q.9. What is your charge for this service?

A. Charge for the complete service would be $254. There were four pieces of flowers.

Q.10. At whose instance did you supply these flowers?

A. I do not know, I guess the mother.

Q.11. You have there an itemized statement. Will you tell us just what items that bill contains?

A. Full coach metallic casket and professional services, $200.00, blanket no charge, 4 pieces of flowers $14.00, large size vault $40.00, total $254.00.

Q.12. Are those the usual charges, the fair and reasonable charges?

A. Yes, sir very reasonable.

Q.13. Do you know anything else about this case that would be of benefit or interest to the parties of this suit?

A. I do not know. I know that they are all friends of mine and am doing this because it is asked of me.

Q.14. Somebody had to do it?

A. I am doing it because I am advised it has to be done. There was some talk that if it was put off until Fall it would bring more. I think it would bring as much now as any other time.

Q.15. Look at this bill filed as "Exhibit A." and state whether or not that is a correct statement of what the state of William L. Evans owes you for funeral services?

A. That bill is correct.

Plaintiff herewith filed with the Examiner to be used as evidence, the attached statement filed with the bill of complaint as "Exhibit A."

Court's question "nothing more."

John L. Evans, a witness of lawful age, produced on the part of the plaintiff, having been duly sworn, deposing says:

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

A. John L. Evans, age 25, born 1906, occupation merchant, residence, Crisfield, Maryland.

Q.2. Do you know the parties to this suit?

A. Yes, sir, I know them all.

Q.3. Did you know William L. Evans, in his lifetime, 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?

A. Yes, sir he is dead. He died at his last residence on December 21, 1932. He left no will. His heirs at law are, Hance L. Evans, born 1890, age 42 or 43, residence, Crisfield, Addie Amanda Evans married a Nelson, she was born in 1898, is about 35, John L. Evans, age 25.

Q.4. Did William L. Evans leave a widow surviving?

A. Yes sir.

Q.5. What is her name?

A. Victoria Evans, her age is around 65, she was born in 1870.

Q.6. William L. Evans was your father?

A. Yes, sir.

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Q.7. All of his heirs at law are over twenty-one years of age?

A. Yes, sir.

Q.8. What property did William L. Evans own at the time of his death, both real and personal?

A. He owned a farm, the old Whittington tract located on the road leading from Marion to Hopewell on the southern side in Lawsons District, Somerset County, Maryland. There are 36 acres, more or less, that is woodland included. I would judge about 5 or 6 acres of woodland and the rest is tillable land. There are two dwellings a store and barn.

Q.9. Describe these dwellings?

A. The store is about 40 ft. by 20 ft. with improvements like a regular store, frame construction with a foundation.

Q.10. What kind of foundation?

A. Brick. The dwelling is an eight room bungalow with four rooms up and four rooms down,

Q.11. Is it frame?

A. Yes, sir.

Q.12. What kind of foundation?

A. Brick.

Q.13. What about the other dwelling?

A. It is bungalow with five or six rooms with no upstairs, Frame construction.

Q.14. What is the value of all this tract of land with the buildings which you have described?

A. I do not believe it would bring over three thousand dollars, may be about twenty-five hundred dollars.

Q.15. You started to say something about some other real estate?

A. That is down by Cox's Mill, located on the southern side of the road leading from Hopewell to Crisfield. About five or six acres, most of it marsh and a little timber standing on it.

Q.16. No buildings?

A. No, sir.

Q.17. What is that worth?

A. I do not imagine it would bring much over one hundred dollars.

Q.18. What personal estate did he leave?

A. He left an amount of $209.30, that is not taking the bills out.

Q.19. You mean that all his personal property has been sold and brought $209.30?

A. Yes, sir.

Q.20. Of what did that personalty consist?

A. Farming utensils, horse, store merchandise a few household furniture and growing wheat and strawberries.

Q.21. Has there been any administration on the estate of your father?

A. Yes, sir.

Q.22. Who administered?

A. Mother, Victoria Evans.

Q.23. Have you been helping her?

A. Yes, sir.

Q.24. Have tou personal knowledge of these sales that have been made?

A. Yes, sir.

Q.25. Do you know whether or not these sales have been reported to the Orphans Court?

A. Yes, sir.

Q.26. Is there any other personal property left by your father which has not yet been sold by his administratrix?

A. No, sir.

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Q.27. Has the administrator reported to the Orphans Court everything she has sold?

A. Yes, sir.

Q.28. You know that of your own knowledge do you?

A. Yes, sir.

Q.29. What debts are there due your father's estate that are collectible?

A. Only one of cash that is from John Cox.

Q.30. What is that?

A. $15 even.

Q.31. What do they all amount to whether they are collectible or uncollectible?

A. They would not amount to over three hundred dollars.

Q.32. You mean that all of the debts due your father's estate if collected would not total over three hundred dollars.

A. No, sir.

Q.33. What debts did your father owe at the time of his death?

A. He owed the Bank of Crisfield $850 I thin it was. He was on a note of Hance L. Evans, that would have been $875, otherwise he owed the Bank $850. Dougherty & Ward I think was about $315.

Q.34. Grocery bill?

A. Yes, sir. He owed Brice Whittington or W.R. Whittington & Son $116, I do not know whether interest was included when he told me that. Webb & Company I think he owed them $21.21. His taxes were $116 and some cents. A cigar dealer in Baltimore about $5.50. I cannot remember the others we have them hom in the safe.

Q.35. About what is the total amount of indebtedness which your father owed at the time of his death?

A. Around two thousand dollars, it might run over and it might run under.

Q.36. Is the personal estate which your father left, that is to say, all of his goods, chattels, stock of merchandise and money due him, of sufficient value to pay his debts?

A. No, sir.

Q.37. Where does Mrs. Addie Nelson and your brother, Hance L. Evans, and your mother, Victoria Evans live.

A. My mother lives at home with me. My brother lives in the other house which I described and my sister lives on the other side of Crisfield.

Q.38. They all live in Lawsons District in this County?

A. Yes, sir.

Q.39. You said your sister was married, what is her husband's name?

A. G. Frank Nelson.

Q.40. Is he of age and reside in this County?

A. Yes, sir.

Q.41. Your mother, Mrs. Victoria Evans, has filed her answer stating that she claims her dower in the real estate of which her husband, William L. Evans, died seized?

A. Yes, sir.

Q.42. When you estimated the value of the real estate a while ago were you basing such estimate upon a sale subject to her dower or free from her dower?

A. Subject to her dower.

Courts Question:

Do you know or can you state any other matter or thing that may interest the parties of this suit that is of material interest?

A. No, sir.

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Miss Florence Dryden, a witness of lawful age, produced on the part of the plaintiff, having been duly sworn, deposing says:

Q.1. What position do you occupy?

A. Deputy Register of Wills of Somerset County.

Q.2. Do you have in your custody the papers and records pertaining to the administration of the estate of William L. Evans?

A. I do.

Q.3. Will you tell us first just what has been done toward administration of his personal estate?

A. There was application made by the widow. She gave bond. Inventory was filed. Order for Sale. The widow's election to take her dower in real estate was next filed. Petition and order authorizing transfer of motor vehicle. The administratrix' report of sale and account.

Q.4. Will you state the total amount of the inventory of the goods filed?

A. $174.42.

Q.5. Will you state the total amount of the sales that has been reported?

A. $204.30 was the total. That is not deducting the expenses of the sale. The expenses were $19.00.

Q.6. Have any bills been filed against the estate?

A. I do not have them with me but will get them. The total bills filed is $1357.92.

Q.7. Look at this paper and tell us that is is?

A. It is a certified copy of the widow's election to take her dower in the real estate.

Q.8. When was it filed?

A. February 7th, 1933.

Plaintiff here offers in evidence the certified copy of widow's election to take her dower, filed with the answer of Victoria Evans and marked "Examiner's Exhibit "Election."

Plaintiff also filed herewith to be used as evidence in this case certified copy of letters of administration issued to Victoria Evans, marked Examiner's Exhibit B."

Court's Question: Anything else you wish to state?

A. No, sir.

Direct Examination by Mr. Dashiell.

Hance L. Evans, a witness of lawful age, produced in connection with the answer of Hance L. Evans and Rose Evans, his wife, two of the defendants in the above entitled cause, being first duly sworn, deposing says:

Q.1. State your name, age?

A. Hance L. Evans, age 43.

Q.2. Residence?

A. Hopewell, we get our mail at Crisfield.

Q.3. Occupation?

A. I am painting at the present time, I guess I am a painter.

Q.4. Do you know the parties to this suit, that is to say, the heirs at law of William L. Evans?

A. Yes, sir sure.

Q.5. Did you know William L. Evans in his lifetime, if so is he living or dead, and what relation if any was he to you?

A. Yes, I knew him, he is dead and he was my father.

Q.6. Will you please tell us the location of the dwelling that you occupy as a home?

A. Well it is on the road leading from Marion to Hopewell.

Q.7. Near what prominent residence?

A. Near the residence of my father, William L. Evans and the residence of W.H.Cullen, occupied by James Colbourne.

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Q.8. I hand you herewith a plat and certificate prepared by Samuel F. Miles, County Surveyor, and ask you what property is laid down on said paper?

A. The property laid down on this said paper is a bungalow erected here in which I live and adjoining the land of William L. Evans, W.H. Cullen and the State Road.

Q.9. Were you present when Mr. Miles recently made that survey?

A. Yes, sir.

Hance L. Evans' solicitor herewith filed to be used as evidence in this case plat and certificate prepared by Samuel F. Miles on May 5, 1933, marked "Hance L. Evans Plat and Certificate."

Q.10. Is or not the building laid down on this plat the bungalow dwelling occupied by you and your wife?

A. Yes, sir it is.

Q.11. When was that bungalow erected?

A. 1926.

Q.12. Without now dealing with the question of title to the lot of land will you tell us in your own words how this bungalow came to be erected?

A. What, from the beginning?

Yes, sir.

A. I was keeping store in Marion Station. My father came up for dinner one Sunday and asked me why I had not had those logs hauled. I said, what logs? He said for to saw for sills for your house. I said I did not know anything about it. He said why did not Rose tell you what I told her and I said no. Then he tells me that he had cut these trees and I could have them to have them sawed and also nine other trees to build the house with and the piece of land on which the house is built containing three-quarters of an acre, more or less. I said to him I don't want any house I haven't enough money to build a house at this time. He said, where is the $700 which I paid you on the mortgage. I said I gave that to my wife. He said, well you are raising a family why not she use that money in building a house. I said well I don't know, that is her money that is not mine now. He said, you take these trees and that pieceof land for the interest that I owe you and let me pay you while I am living, and I accepted his offer. The interest amounted to $819.51. Then I builds this house where he staked off this lot. Built it and occupied it and paid all of the bills.

The plaintiff objects to all that part of the witness' answer which undertakes to recite conversation between himself and his father, now deceased, with respect to laying off the lot mentioned by the witness and building thereon the house occpied by the witness, because the witness is incompetent to testify about such conversation.

Q.13. Did you have the logs to which you have referred sawed up and if so by whom were they sawed?

Question objected to.

A. Yes, sir, they were sawed by John W. Cox.

Q.14. Who paid Mr. Cox for sawing the timber?

Question object to.

A. I did.

Q.15. Did you or not purchase any more building material that went into the construction of the bungalow?

Question objected to.

A. Yes.

Q.16. And from whom did you purchase the building material?

Question objected to.

A. Young & Son, Inc., Pocomoke City.

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Q.17. I hand you here a bill from Young & Sons to Hance L. Evans at Mation Station, Maryland, for what purports to be building material and will ask you where was that material used?

Question object to.

A. In this bungalow.

Q.18. Has that bill ever been paid?

Question objected to.

A. By me.

Q.19. Can you tell us when it was paid by you?

Question objected to.

A. Not unless I went to the Bank of Crisfield and got the check, it was about October first.

Mr. Evans' solicitor herewith filed to be used as evidence, bill from Young & Son, Inc., marked exhibit, "Bill for Lumber."

Objection to the offer.

Q.20. Did you purchase any more material of any description to go into this bungalow and if so what did you purchase?

Question objected to.

A. I bought one or two pieces from Stanley Adams of dressed material and also I think 850 bricks for the chimney from Frank Nelson, and of course the sand from William Brumley at Marion.

Q.21. Who paid all of these bills?

Question objected to.

A. I did.

Q.22. During what year was this bungalow erected?

Question objected to.

A. In 1926.

Q.23. Was your father living at that time and if so where was he living?

Question objected to.

A. Yes, sir he was living at his late home.

Q.24. Was he then engaged in the mercantile business at the same place?

Question objected to.

A. Yes, sir.

Q.25. About how far was his building and store from this bungalow?

Question objected to.

A. About 200 or 300 feet I judge.

Q.26. Can you tell us whether or not he was present during the whole period of the rection of this bungalow?

Question objected to.

A. You mean at home?

Yes, sir.

A. Yes, sir he was.

Q.27. As soon as the bungalow was erected did you and your family occupy it?

Question objected to.

A. No, sir it was almost a year. I finished it in September and moved in September, 1927.

Q.28. From September 1927 down to the present time have you or not occupied this bungalow exclusively?

Question objected to.

A. Yes, sir.

Q.29. Please tell us whether or not this property is assessed to you upon the tax books of Somerset County and have you or not paid the taxes thereon?

Question objected to.

A. It is assessed to me and I have paid the taxes.

Q.30. Have you ever had any insurance on it?

Question objected to.

A. It never has been insured

Q.31. You have said something in your previous testimony about your father owing you some interest money, will you please tell us what that indebtedness grew out of, what transaction that indebtedness grew out of?

Question objected to.

A. I loaned him this money to pay a mortgage. It wasn't exactly an agreement, to pay for the farm and I loaned him $1200 to pay it. That was in 1917 and the interest from that time and money that I loaned him, he paid me to build the house with. When I was single I did not charge him any interest and he gave me this to reimburse me.

Q.32. In addition to this $1200 I understood you to say you loaned him some more money?

Question objected to.

A. Yes, sir, $660.

Q.33. And did he or not repay you the principal debt?

Question objected to.

A. He repaid the principal.

Q.34. But did not pay you the interest, is that correct?

Question objected to.

A. Yes, sir no interest was paid.

Q.35. In the previous testimony of Mr. John L. Evans something was said about a note for twenty-five dollars I believe, in the Bank of Crisfield, which your father endorsed for you, has that note been paid?

A. Yes, sir that note has been paid. I think I have it here. No I do not have this note with me but it was paid on April 19, 1933. It was drawn for four months and matured on April 19, 1933, which was paid.

Cross-examination by Mr. Myers.

Q.1. Do you know whether your father left a will Mr. Evans?

A. No, sir.

Q.2. Who are his heirs at law?

A. Hance L. Evans, myself, Addie E. Nelson and John L. Evans. They are the children and Victoria Evans is my mother, his widow.

Q.3. Are they all of age and live in SomersetCounty?

A. Yes, sir.

Q.4. What is your estimate of the market value of the real estate of which your father died possessed not including this lot which you claim to be yours?

A. About three thousand dollars. That is the farm of which we are speaking of and then he has another piece of real estate.

Q.5. Is that value or estimate based upon a sale subject to your mother's dower interest?

A. Yes, sir subject to her interest.

Q.6. What would be your estimate of the other lot below Crisfield?

A. About $150 I guess Mr. Myers.

Q.7. Is that all the real estate your father left. The place where he lived and kept store and the lot he got from Cox?

A. Yes, sir.

Q.8. How long has the property upon which you live been assessed to you for taxation purposes?

A. Since 1927, that was the first tax year bill.

Q.9. Was the assessment changed at your instance or did the tax assessors do it?

A. I did not, I don't know who did.

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Q. 10. What if anything is there to mark any line between the lot which you claim and the rest of your father's property?

A. What at the present time?

Yes, sir.

A. There is a white oak post since it has been surveyed.

Q.11. How long has the White Oak post been there?

A. Around the first of the month.

Q.12. Before that post was settled what, if anything, marked the line?

A. Running up there is a ditch running parrel with his well to the corner of W.H. Cullen's house. That was the line but that was about as far he said to go from his well to his house. There was a little stob driven there before the foundation of the house was laid but that did not stay there very long.

Q.13. How was the land where these stobs were located used during your father's lifetime?

A. Sometime it was idle for a good many years, that was before I was occupying my house, only two seasons. Last year he had round potatoes where the stob is now.

Q.14. Did your father cultivate any portion of the land in the neighborhood of the line which you claim?

A. Yes, sir.

Q.15. How close to the house that you occupy did he cultivate?

A. I guess about 25 feet.

Q.16. Is that on which side, the North or the East?

A. It is on the east side of the house.

Q.17. On this plat there is a marked indicated by the word "Post" near your house, is that the post that you referred to a while ago settled when the survey was made?

A. Yes, sir that is the white Oak post on the back line.

Q.18. That is another one on Mr. Cullen's line, was that settled when the survey was made also?

A. Yes, sir.

Q.19. During your father's lifetime what was done with the land which is indicated on this plat by the word "post" at the east or Northeast corner of the lot laid out on the plat?

A. There has not been any crops in that since I have been there.

Q.20. Did he cultivate any land around where that post is located?

A. Yes, sir up around this ditch.

Q.21. Did he as a matter of fact, till the land where that post is settled?

A. No, sir.

Q.22. Who occupied the house in which you now live the first year?

A. No one.

Q.23. Now I believe you said you had loaned your father $1200 at one time and $650 another time and that you did not charge him any interest on either of these loans?

A. No, sir.

Q.24. How long did he have it?

A. The money on the mortgage from June 12, 1917, until July 11, 1923.

Q.25. And he never repaid you anything except the principal?

A. No, sir not until he gave me the trees and the lot of land.

Q.26. Since 1917, he paid you no money whatever on any account except the $1200 and the $650?

A. Only the principal.

Q.27. That would be $1225?

A. Yes, sir.

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Q.28. That is the note he paid off in the way of money?

A. Yes, sir.

Q.29. You are sure of that?

A. Yes, sir.

Re-Direct Examination by Mr. Dashiell.

Q.1. One thing that I want to make plain is this Mr. Evans, so far as the land within the lines of this plat is concerned, did your father occupy or use any of that land from 1926 down to the present?

A. Yes, sir I let him work it in early tomatoes I believe in 1930. He was to pay me a portion of it but he did not get anything.

Q.2. Did he do that at your permission?

Question objected to.

A. Yes, sir he asked me if I wanted to use it as a garden but I did not.

Q.3. With the exception of the year 1930 did he use any of that lot?

A. No, sir.

Q.4. You have spoken of the stake set down on the back line of the lot, was there any stake so set down on the State Road?

A. No, sir there is an electric light pole and that if right at the edge of a little ditch that I had. And that pole was right on my father's land which he claimed was his and at the other corner there was another electric light pole where the old road was.

Q.5. And that electric light pole indicates on the State Road the line between the lot your claimed and your father's land, is that correct?

A. Yes, sir.

Q.6. Will you tell us the approximate width of the land between your East line and your father's dwelling?

A. How wide it is?

Yes sir.

A. About 200 feet.

Q.7. Something was said about the number of dwellings upon all this real estate, how many dwellings are there on it?

A. Three.

Q.8. In other words there are still two dwellings on his land outside of the lot in controversy?

A. Yes, sir.

Re-Cross Examination by Mr. Myers.

Q.1. What other dwelling is there?

A. A six room house.

Q.2. Where is it located?

A. About 300 feet from the road.

Q.3. What use did your father make of it?

A. Je use it as his residence before his house was built in 1920.

Q.4. And since the new house was built?

A. As a storage house.

Q.5. In your estimate of the value of your father's real estate you included this old house?

A. Yes, sir.

Q.6. Was that light pole you mentioned erected in 1926 when you begun your house?

A. No, sir.

Q.7. Why didn't you get a deed from your father in his lifetime.

A. The reason I did not was because he said he was going to will it to me and there was no reason in having two deeds.

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Court's Question: Is there anything further you desire to say about this Case? Ans. No , sir.

Louis Parker, a witness of lawful age produced on the part of Hance L. Evans and wife,having first been duly sworn deposing says:

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

A. Louis Parker, age aroung 50, residence, Marion Station, occupation carpenter.

Q.2. Did you know Mr. William L. Evans in his lifetime and if so is he living or dead?

A. I know Mr. Evans but I did not know him as well as I know some others as he did not live in my territory, but I knew him by working down there. I understand he is dead but I do not know when.

Q.3. Do you know Mr. Hance L. Evans and if so about how long have you been knowing him?

A. In the neighborhood of about eight years.

Q.4. Was Mr. Hance L. Evans ever engaged in the merchant business in Marion Station, Maryland?

A. Yes, sir I used to deal with him.

Q.5. Are you familiar with the bungalow now occupied by Mr. Hance L. Evans in Lawson's District, near the residence of the late Mr. William L. Evans?

A. Absolutely.

Q.6. What, if anything, did you have to do about the erection of this bungalow?

A. I built it.

Q.7. Who first came to you about the building of this bungalow?

A. Mr. Hance Evans and I were speaking about it. First he went and got a photograph book. He asked me if I could erect one like one in the book. I said are you thinking about putting up one and he said sometime. At that time he did not know whether he was or wasn't.

Until finally he said something about me working it out in my leisure time and I drawed one out for him and gave it to him and had the timber cut and sawed. Anyway it was in the yard and I do not know who cut it I did not see it.

Q.8. Then what next did you do?

A. Along I do not know just when, I remember one day I went down that way but he had gone down to Hopewell, and while I was going down I went by the State Road and when I got down there I stopped there to the store. One or two haulers from Mr. Cox's mill came there with the lumber. He brought it there and dropped it on the yard and then Mr. Evans came out and he asked where he should drop it, he said any where, and I am going to give this to Hance. He is going to build his house. I did not ask him any questions about it, in fact I wasn't doing any business with him, that is all I know about it.

Q.9. When you got ready to build the bungalow did you or not see Mr. William L. Evans and what conversation if any did you have with him or what did he do about it?

A. When I went down there it was either the 28th or 29th of June, so I take my chest and went down there. I did not know just exactly where it had been set off. He came out there and said Well it never has been staked off yet and then I did say to him, where are you going to set it, so he said well and walked off a little way then he came back and said he had to get a line. I took a little stick and set it in the ground along the main highway and then as I drove the stake I tied my lien to it. I went back until he stopped. When he stoped he said he would stop there and where he stopped I put my stake. I did not run any more line in either direction only to get a straight line from the West and East.

Q.10. Were these stakes set at the direction and in the presence of Mr. William L. Evans?

A. Yes, sir those two were.

Q.11. Now as I understand your testimony and I want to know whether I am right, that line ran from the State Road East to the back of the lot?

A. That is right.

Q.12. Will you look at this plat and tell us as best you can whether or not the line you staked off is approximately the line laid down on this plat from the State Road running Easterly to

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another post as shown in reference to the bungalow?

A. Yes, sir absolutely, from the Westward side to the Eastward corner.

Q.13. After staking this line what if anything did you do that day with respect to the erection of the house?

A. After I ran the line I got ready to run my foundation out. That was about all I did that day.

Q.14. And from that point on did you go on with the construction of the bungalow?

A. Yes, sir right straight on then.

Q.15. Did any one else assist you?

A. Yes, sir Kinsey Brown.

Q.16. Now during this period of time did you or not hear Mr. William L. Evans make any statement as to the ownership of that lot and if so tell us what that statement was?

A. Nothing more than what he said the first day that he had given Hance that place.

Q.17. You say that Mr. Evans said he had given Hance that Place?

A. Yes, sir.

Q.18. Did he refer to the lot in question or the house or what?

A. He said I gave Hance this place, whether the house, lot or what I don't know.

Q.19. He staked it off and said he had given Hance that place?

A. Yes, sir.

Q.20. Did you ever hear him say anything about the ownership of the lot?

A. I did not hear him mention it.

Q. 21. Who paid you your bills for labor in the construction of the bungalow?

A. Hance L. Evans.

Cross-Examination by Mr. Myers.

Q.1. Did Mr. William L. Evans pay you anything at any time for the work you did there?

A. No, sir.

Q.2. Who showed you where to locate the bungalow?

A. Mr. Evans came out and showed me how far he intended me to go, but so far as setting the foundation there wasn't anything said about it. They left it up to me. He said he wanted it set far anough back to give him a nice yard.

Q.3. Well how did you know whether to build it up toward the North end of the lot or down next to Mr. Cullen's line, somebody must have told you where to build it?

A. No, sir.

Q.4. Did you choose where it was to go?

A. We just aimed to build it back far enough to give a nice yard, he did not say how far back to build it. He did not say how far I should go either way with it, that is in the other way only between the two houses where this one was to go.

Q.5. After Mr. William L. Evans laid off that line that you marked by stakes, do you mean that they left to you where the bungalow should be put, South of that line or West of it?

A. There was no objection made anyhow.

Q.6. You chose the place?

A. Yes, sir. After I got my outside line there was nothing said and that was where he directed.

Q.7. Was Mr. Hance Evans present when you marked the line you described by stakes?

A. No, sir he did not get down until later on.

Q.8. Was he there when you laid out the lines for the foundation for the house?

A. I am not absolutely sure but I am sure he got down before I got through. It has been so long since he built it.

Q.9. Is the house underpinned with brick or concrete foundation or piers?

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A. On the front from the South corner to the East corner is flush with concrete blocks, there are some pillars.

Q.10. Did you set the foundation?

A. Yes, sir.

Re-direct examination by Mr. Dashiell.

Q.1. When you reached there that first morning did you find the lumber piled up on the end of the lot around where the bungalow is built?

A. If I am not mistaken it is to the Southwest corner.

Q.2. Was it near the house?

A. Not very far from where the house not stands about room enough for a wagon track.

Court Question: Do you know of anything more you wish to state about this case?

A. No sir, I do not.

Kinsey Brown, a witness of lawful age, produced on behalf of Hance L. Evans and wife, and by me first duly sworn, deposing says:

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

A. Kinsey Brown, age 62, residence Crisfield, occupation, house builder.

Q.2. Did you know Mr. William L. Evans in his lifetime, and if so is he living or dead?

A. He is dead, I knew him very well.

Q.3. Do you know Mr. Hance L. Evans and if so how long have you known Mr. Hance L. Evans?

A. I have known him since 1917.

Q.4. Are you familiar with the location of the bungalow where Mr. William L. Evans resided in his lifetime?

A. Yes, sir I do.

Q.5. And are you also familiar with the bungalow where Mr. Hance L. Evans and his family now reside?

A. Yes, sir I was the overseer of that but they begun it.

Q.6. When you say that they begun it who do you mean?

A. Mr. Evans and Louis. He came down to the ice plant for me.

Q.7. When you say that Mr. Evans came down to the ice plant for you which Mr. Evans do you mean?

A. I mean Mr. Hance L. Evans.

Q.8. And from that time on you were in charge of the completion of Mr. Hance L. Evans' bungalow?

A. Yes, sir until it was finished.

Q.9. Now who paid you for your labor?

A. Mr. Hance L. Evans he paid me six dollars a day for every day I was there.

Q.10. Please tell us if you can about how far Mr. William L. Evans' bungalow is from Mr. Hance L. Evans' bungalow?

A. Well somewhere about 250 feet, more or less. The reason I say that is because there is a lane between Mr. Evans house and Hance's house and Mr. Evans spoke to me last Fall that he wanted me to bhild him a building in that. I says now where do you mean, on this side of Hance's house or this, He said I mean the lot between Hance and mine. I want a house built in that like Mr. Nelson's bungalow.

Q.11. And in connection with this erection as I understand your testimony, he stated to you that he had given Mr. Hance Evans that lot over there?

A. Yes, sir he told me several times before Hance built his house, because of the kind of relief he gave him when he built his.

Q.12. Now Kinsey do you know of your own knowledge anything about any relief that Mr. Hance L. Evans gave his father when he was building his bungalow?

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A. I know this much that Hance was a great financial help to him when he was building the house and that he told him several times that he had given him this lot.

Cross-examination by Mr. Myers.

Q.1. Wasn't it this man, Mr. John Leonard Evans who was talking to you about building that house?

A. No, sir.

Q.2. Sure of that?

A. Yes, sir but directly he never spoke to me about it.

Q.3. Remember when they were building the American Store down on 4th Street?

A. Yes, sir.

Q.4. Didn't he talk with you there about building a house?

A. No, sir nothing permanently, he was always joking with me.

Q.5. Where was it you said Mr. William L. Evans talked with you about it?

A. At the store.

Q.6. Whose store?

A. His store.

Q.7. When was that?

A. In the Fall and in the summer.

Q.8. Did Mr. William L. Evans pay you anything on account of the work done on the house now occupied by Mr. Hance L. Evans?

A. No, sir.

Court's question: Do you know of anything else that you desire to state about this case?

A. I know nothing more than I have stated.

Mr. Frank Nelson, a witness of lawful age, produced on the part of Hance L. Evans and wife, having first been duly sworn, deposing says:

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

A. Frank Nelson, age 37, residence near Hopewell, occupation farmer.

Q.2. Did you know William L. Evans in his lifetime and if so what relation if any was he to you?

A. Yes, sir I knew him. He was my wife's father.

Q.3. Are you or not familiar with the location of the William L. Evans bungalow and of the bungalow occupied by Mr. Hance Evans?

A. Yes, sir.

Q.4. How long have you known Mr. William L. Evans and his family?

A. Around about 22 years, I have been married 17 years.

Q.5. In connection with the construction of the Hance Evans bungalow, was any of the materials for that building purchased from you and if so what material and who paid for them?

A. Yes, sir the bricks. Hance L. Evans paid for them.

Q.6. Now then Mr. Nelson what statement if any did you hear Mr. William L. Evans in his lifetime make as to the ownership of the lot of land where the Hance Evans bungalow is built.

Question objected to.

A. I hear Mr. Evans say several times he gave Hance the lot to build the house on and gave him the timber to build the house, to pay him for some interest money which he owed him.

Q.7. Were you at that time familiar with the lines of this lot of land?

A. No, sir. I did not know exactly but I heard him say several times he gave Hance the lot where the house was built.

Q.8. Do you know where the lines are now that are laid down on this plat?

A. Yes, sir.

Q.9. Are the lines on that plat about where you know the lot to be?

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Question objected to.

A. As I know it Mr. Evans had tended this ground about 25 feet back of Hance's house.

Cross-examination by Mr. Myers.

Q.1. During Mr. William L. Evans' lifetime who cultivated the land between the residence of William L. Evans and the house occupied by Hance L. Evans?

A. It has never been tended since I can remember, since Hance' house has been built, that is right between the two houses.

Q.2. What use is made of it?

A. Cow pasture.

Q.3. Who pastured it?

A. Mrs. William L. Evans

Q.4. In his lifetime?

A. No use except a cow pasture. I do not think it has been cultivated since his house was built.

Q.5. Mr. Nelson do you recall sometime during the past winter coming to my office with Mrs. Victoria Evans?

A. Yes, sir.

Q.6. Do you remember that she gave me a statement of the property which her husband owned at the time of his death, upon that occasion?

A. I remember the day she was in her, yes, sir.

Q.7. You remember her telling me the different property her husband owned at the time of his death?

A. I cannot say that I do.

Q.8. You came up here for what purpose?

A. She came up her to take out administrator's papers but what business you and she did I had nothing to do with it.

Q.9. You were present all the time?

A. Yes, sir.

Q.10. You remember her telling me about two bungalows her husband owned?

A. No, sir. I remember them trying to tell you about it and you kind of smiled and told this young man he was going to get tripled up.

Q.11. Do you remember Mrs. Evans telling me about these properties that he husband owned and did you at that time contradict her or give me any other impression that William L. Evans owned that property?

Question objected to. As being an improper way of introducing Mrs. Victoria Evans' position or view point of the case.

A. I did not know at that time that they were going to try to skin Hance out of his home or I would not have been here.

Plaintiff repudiates witness' answer and asks it to be stricken from the record.

Q.12. What I am asking you is did you or not upon that occasion disclose to that Mr. Hance Evans owned that bungalow and lot which he now claims?

Question objected to because witness was not called upon at that time to make the disclosure.

A. I do not recall it Mr. Myers.

Court's question: Is there anything more you desire to state about this case?

A. No, sir.

Jeff Swift, a witness of lawful age, produced on the part of Hance L. Evans and wife, having first been duly sworn, deposing says:

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

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A. Jeff Swift, age 69, residence near Hopewell, Maryland, occupation hauling timber for Mr. John W. Cox.

Q.2. Did you know Mr. William L. Evans in his lifetime and if so is he now living or dead?

A. Yes, sir he is dead.

Q.3. Do you know Mr. Hance L. Evans?

A. Yes, sir.

Q.4. Please tell us whether or not you are familiar with the location of the bungalow where Mr. Hance L. Evans resides and do you recall the time when it was built?

A. Yes, sir I remember when it was put up.

Q.5. Tell us whether or not you did any hauling there in connection with the erection of this bungalow?

A. Yes, sir Mr. Hance Evans come to me, asked me would I haul him some timber and he asked Mr. Cox and he let me off and I hauled the timber to the mill and hauled it back and he paid me $43.00.

Q.6. Who paid you this $43.00?

A. Mr. Hance L. Evans.

Q.7. You have said you knew Mr. William L. Evans in his lifetime?

A. Yes, sir about 22 years.

Q.8. How far do you live from him?

A. About 75 yards, I lived there four years.

Q.9. Please tell us whether or not you ever heard Mr. William L. Evans make any statement as to the ownership of the lot where Mr. Hance Evans bungalow is?

A. Yes, sir.

Q.10. What was that statement?

A. He told me he had given him a piece of land there.

Q.11. Was it the land where the bungalow is now?

A. Yes, sirk he told me so several times.

Q.12. You have stated that you did some hauling to the mill, what did you haul?

A. Saw logs.

Q.13. Did you ever hear Mr. William L. Evans say anything about those saw logs?

A. Yes, sir.

Q.14. What was that statement?

A. He said whenever I needed money I could get it from Mr. Hance Evans and he wanted to retaliate back.

Cross-examination by Mr. Myers.

Q.1. Where did this conversation with Mr. William L. Evans take place?

A. In the store and out on the place.

Q.2. How did he happen to tell you about it?

A. We were talking about Mr. Hance L. Evans, saying he was so good taking care of his horse.

Q.3. Was that since the house has been built?

A. Yes, sir no longer than last Fall.

Q.4. What brought it up?

A. We were working on the road. He said Hance had feed the horse or we could not go on the road. He said that whenever he needed money he could send for it and he could get it from him. Mr. Nelson was there when he said that he certainly would give Hance the land to build the house on.

Q.5. Do you mean that William L. Evans told you last Fall that whenever he wanted money from Hance he could get it from him?

A. He told me so several times.

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Q.6. Did he tell you that last Fall?

A. He told me he got some money to pay a mortgage. All I know is that he told me so.

Q.7. Did you understand him clearly to say that he had given the lot to Hance or was going to give it to him?

A. That he had give it to him. When I was hauling timber he asked me if it was good timber and I told him yes it was nine.

Court's Question. Is there anything more you desire to state in reference to this case?

A. No, sir.

Continued by agreement of Counsel to June 7th, 1933, at two-thirty, at which time the following depositions were taken:

John L. Evans recalled by plaintiff and deposed as follows:

Q.1. Mr. Evans you have heard the testimony of your brother, Hance L. Evans to the effect that your father in his lifetime agreed to give to your brother a piece of land described on a plat which they have offered in evidence, did you ever hear your father make any statements with respect to this land?

Question objected to as witness is a necessary party and the petitioner not relying on the testimony of Hance L. Evans to show title to the land.

A. Well so far as the building of the house is concerned, there were no logs cut at the time as I recall, and as for my father taking dinner there he did not. He did not drive a car and and I took my daddy wherever he went as he could not drive. He never taken dinner there at any time, but he did cut the nine trees out of my father's woods and hauled them and built on that lot but is was supposed to have been built closer to Cullen's ditch so it would have given my father two building lots between Hance's house and his home. After they came down and Louis Parker staked it off and started the foundation before my daddy went over to see about it. He was in the store the morning I am taking about and after Louis Parker started it he got bungled up on the building of the building and my father told my brother to get Kinsey Brown to help him out. It had not been closed in at that time, the building had not. But all my father ever intended to give him, let him have, was the lot, a small yard and house and afterward he came down there and occupied it my daddy did not like his wife, his daughter in law, and neither did my mother, and that is where a lot of the arguments started from and the reason he never gave him a deed to the property while he lived and also another reason, because he was in debt and judgements against him. They would sell the property and my father did not want any other people living there while he lived. He did not know who would live here or who would buy it. And they are the true reasons why he never gave it to him in his life.

Answer objected to because not responsive to the question and for other reasons.

Q.2. On the plat which the defendant, Hance Evans has offered in evidence, there is a piece of land lying between the house built by Hance Evans and the W.H. Cullen line, do you know who used that land since your brother Hance built his house?

A. My daddy used it up until about two seasons ago. He planted tomatoes in it in 30 or '31 I am not sure which year, and after that he told him to take that little piece for a garden so that his wife, would not be always in his garden. That came through argument through his wife and my mother and Hance has had it for a garden since that time, two seasons I believe.

Q.3. Your brother in his testimony also states that your father gave him the lot of land and the trees for the sills of his house in compensation for some interest which your brother claims was still owing to him from your father, do you know anything about any interest that your father owed your brother?

A. Yes, sir. I also have the receipts signed by my brother.

Q.4. You have those receipts?

A. Yes, sir for the amount of $216.00, I believe.

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Q.5. In whose handwriting is that receipt?

A. It is filled out by my father and signed by my brother, Hance Evans.

Q.6. Do you have any other receipts signed by your brother showing payments by your father on account of this mortgage debt?

A. Yes, sir.

Q.7. In whose handwriting is that?

A. My brother, Hance L. Evans.

Q.8. Is not all in his handwriting, the body of the receipt as well as the signature?

A. Yes, sir.

Question and answer objected to.

Q.9. This last receipt acknowledges payment of the sum of $250. on mortgage on farm known as the John Whittington place?

A. Yes, sir.

Q.10. Where did you find these two receipts that you have produced?

A. One was in his iron safe and my mother held the second one.

Q.11. The first one you produced was in your father's safe?

A. Yes, sir.

Q.12. And the last one for $250.00 was in your mother's care?

A. Yes, sir.

Q.13. Are you acquainted with your brother's handwriting?

A. Yes, sir.

Q.14.How frequently have tou seen it?

A. Quite a period.

Q.15. How long a period?

A. Since I was sixteen years old until now, about ten years.

Plaintiff herewith files these two receipts with the Examiner to be used as evidence in this case, marked Plaintiff's Exhibits, Receipt No.1 and Receipt No.2.

Q.16. Do you know who paid the cost of constructing the house now occupied by your brother, Hance L. Evans?

Question objected to.

A. Why my brother paid the workmen for some of the labor done on the house and on the wind up of the construction of the house he borrowed money from my mother and also my father to pay the carpenters.

Answer objected to as witness is a necessary party and cannot testify to any transactions had with William L. Evans, deceased.

Q.17. Your brother has testified about a loan he made your father secured by a mortgage on the John Whittington place which your father owned at the time of his death, do you know whether that mortgage has been paid?

A. Yes, sir it has been paid.

Q.18. Did you at any time hear of any claim for unpaid interest made by your brother or acknowledged by your father?

A. No, sir.

Question and answer objected to.

Q.19. Do you have any knowledge as to whether the interest was paid aside from the receipts produced?

A. Yes, sir.

Question and answer objected to as the witness is a necessary party to this suit.

Q.20. How did you acquire that knowledge?

A. There was never no interest as my brother told by father that he would not charge him any interest. That was my brother's testimony at the hearing the last day up here.

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Q.21. Did you ever hear your father and brother talk about it in his lifetime?

A. No, sir.

Cross-examination by Mr. Dashiell.

Q.1. Can you tell us the amount of the mortgage given by your father to Hance L. Evans?

A. $1200 to the best of my judgment.

Q.2. What was the date of the mortgage?

A. I do not recall, it was in 1917 wasn't it.

Q.3. How old were you at that time?

A. That is not the question, the records will show it.

Q.4. About how old were you?

A. In '17? I was born in 1906, figure it out.

Q.5. Can you tell us the date of the release of this mortgage on the records?

A. It was in '21 I think, it was the year my daddy built that new home whenever it was completed.

Q.6. The first receipt that you have offered in evidence purports to be for interest on $1200, what $1200 does this refer to?

A. It refers to the mortgage.

Q.7. I believe you have stated, however, that your father did intend to give Hance the yard surrounding his bungalow, is this correct?

A. The yard does not surround the bungalow, it is in front.

Q.8. And that your father did intend to give him at least this much of the land?

A. After he had this argument he did not intend to because his wife came and he did not like her.

Court's question: Is there anything else you know or desire to state that may be of interest to the parties of this suit?

A. Well I have two witnesses. One of them is in Virginia picking strawberries. He is a fellow that worked for my daddy last Fall and plowed beyond where that stake has been struck off, the oak sill or bounder, that has been put there by the County Surveyor. And he will testify to that if summoned in Court. And the other witness should have been here today but he did not come he went to Vienna.

Harry E. Muir, a witness of lawful age, produced on the part of the plaintiff, having been duly sworn, deposing says:

Q.1. What position do you hold Mr. Muir?

A. Treasurer of the County and Clerk to the Board of County Commissioners.

Q.2. Do you have in your possession the assessment of real estate and improvements in this County for taxation purposes?

A. Yes, sir.

Q.3. Will you tell us what the present assessment records show with respect to the property of Hance L. Evans in Lawsons District?

A. Real estate, $1000.

Q.4. What does that real estate cover, land or buildings?

A. No, sir just land, no buildings on it.

Q.5. Will you look at the assessment records immediately preceding that of Hance L. Evans and tell us what it shows:

A. They show a building at $800, no real estate.

Q.6. And when was the assessment of that building entered?

A. That was the assessment of 1928. It was made in '27 but it was entered on our books in the year 1928. It was not put there by a general assessment by assessors. Somebody has reported that house, it is under the heading of dwellings, that is all I know.

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Q.7. Is there anything on the books to show when it was reported?

A. No, sir only this date, on the 13th day of June, 1927.

Court's question. Is there anything else you know about this that you care to state?

A. No, sir no more then what is there.

Hance L. Evans recalled by defendants and deposed as follows:

Direct examination by Mr. Dashiell.

Q.1. I hand you herewith a receipt dated March 3, 1919 purporting to be for $250. and signed Hance L. Evans, what have you to say about that receipt?

A. It is not mine.

Q.2. Is the handwriting in that receipt yours?

A. No, sir.

Q.3. Aside from that receipt did you ever at any time receive from your father the sum of $250 on the mortgage referred to in this testimony?

A. No, sir.

Q.5. What did you do with that money?

A. It was deposited in the bank.

Q.6. What bank?

A. The Bank of Crisfield.

Q.7. When was the balance of the mortgage debt paid you?

A. I think it was in 1925, after berry season at Marion Station, Md.,

Q.8. What was the balance?

A. $500.

Q.9. What did you do with this payment

A. I deposited it in the Bank of Marion. It was paid to me in checks he received in collecting strawberry checks.

Q.10. Did those two payments take care of the principal due on that mortgage?

A. Yes, sir $700 and $500.

Q.11. Please tell us whether or not you loaned your father money after 1919?

A. Yes, sir in 1921 I loaned him $600.

Q.12. And later than that did you loan him any money?

A. No, sir not later than that it was all in 1921 I think.

Q.13. Now I show you another receipt dated July 14, 1921 for $216 purporting to be signed by yourself, what have you to say about that receipt?

A. That isn't mine either. I loaned him $600 that very year to pay for this house. I send him a certified check on the Eutaw Savings Bank located at Eutaw and Baltimore Streets.

Q.14. Is the signature to that second receipt your signature.

A. No, sir and the interest would not be $216. It shows that the receipts were wrong. $250. had not been paid on the principal two years previous.

Q.15. Can you tell us what was the date of the mortgage referred to in this testimony?

A. I think it was June 17, 1917. I think it was very near that time , it was in that month.

Q.16. Now Mr. Evans did your father ever pay you at any time any interest on this mortgage?

A. No, sir.

Cross examination by Mr. Myers.

Q.1. Do you know your father's handwriting?

A. Yes, sir.

Q.2. Can you say whether or not his handwriting appears on either of these receipts?

A. It looks like his handwriting on the receipt in your left hand.

Q.3. The one dated July 14, 1921?

A. Yes, sir.

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Q.4. When you were repaid the $600 which you state you loaned your father, was it in 1921?

A. He was paid in November 1926.

Q.5. Now I notice that the mortgage was released July 11, 1923, that was before the date which you have given as the final payment of the mortgage debt, are you sure the whole $1200 was not paid before July 11, 1923?

A. Yes, sir I am sure it was not paid.

Q.6. What was the date of the entry in your bank book?

A. July 11.

Q.7. What year?

A. 1923.

Q.8. When $700 was paid you?

A. Yes, sir.

Q.9. And that was the year the mortgage was released?

A. Yes, sir when Jerome Sterling was Clerk.

Re-direct examination by Mr. Dashiell.

Q.1. According to this testimony where was still $500 due on the mortgage after the date of its release?

A. Yes sir.

Q.2. Will you please tell me what arrangement, if any, you and your father made about taking care of this $500?

A. It was secured by two notes, $300 and $200.

Q.3. And you accepted these notes and released the mortgage and the two notes were paid off you state in 1925?

A. I think it was in 1925.

Court's question. Is there anything further you wish to state?

A. No, sir nothing more.

No further witnesses having been produced to me to be examined and having been notified by the solicitors for the respective parties that no further testimony was desired, I herewith return the aforegoing depositions to /Court under my hand and seal and certify that the annexed bill of costs is correct.

Marion R. Conaway (SEAL)
Special Examiner.

Statement of Costs.

Florence Dryden, witness' fee,	$.75
Harry E. Muir, " "	.75
Kinsey Brown, " "	1.75
Louis Parker, " "	1.35
Jeff Swift, " "	1.63
Marion R. Conaway, Special Examiner, to taking testimony and trascribing notes,	16.00
Total,	$22.23.

Exhibit marked "Hance L. Evans Plat and Certificate, referred to in the foregoing Testimony is in the words following, to wit:

Certificate.

The attached plat or drawing represents a lot or parcel of land which I have surveyed for Hance L. Evans of Somerset County, Maryland, situate, lying and being in Lawsons Election District, state and county aforesaid, and is a part of the W.L. Evans tract, and is located on the south east side of the State Road leading from Marion to Crisfield, and is bounded as follows: Beginning at a point by the south east side of the said State Road and about ten inches from a telephone pole as indicated on the plat, thence in a southeasterly direction with the land of the heirs of the said W. L. Evans, 126½ ft. to a post, thence in a south westerly direction with

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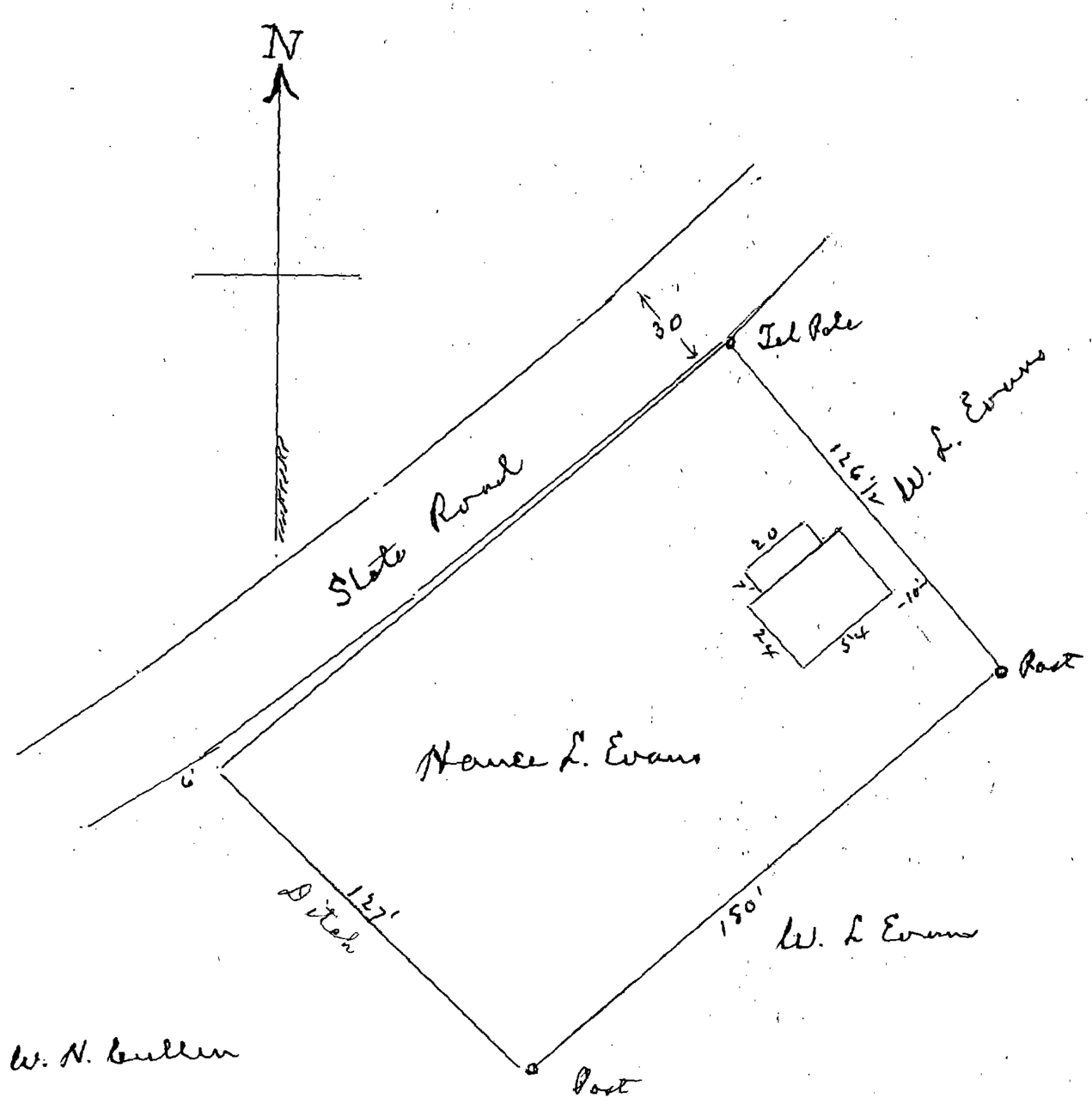
said lands 180 ft. to a ditch, thence with same and the land of W.H. Cullen 127 ft. to a point 6 ft. from the State Road, thence in a straight line to the beginning, containing 2520 sq.yards of land more or less,

May 5th, 1933.

Samuel F. Miles,
Per: Samuel F. Miles, Surveyor for Somerset County.

PLAT:



Hance L. Evans
Lot
Lawsons District
Date 4-17-33 Scale 50' = 1
Drawn S. F. M. Traced W B M
Saml F. Miles
Surveyor for Somerset Co

And thereafter to wit, on June 26th, 1933, the following Agreement of Counsel was filed:

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County,
	)	Maryland.

It is agreed between counsel for plaintiff and counsel for Hance L. Evans and wife, defendants, that the land of which William L. Evans died seized, may be decreed to be sold as prayed in the

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bill of complaint, subject to the dower of the widow of the said William L. Evans therein, but that in making said sale the lot of land upon which the said Hance L. Evans built his home in the lifetime of the said William L. Evans, described by plat and surveyor's certificate filed with the testimony in this case as defendant's Exhibit No.1, shall be offered for sale separate from the rest of the property of the said William L. Evans and subject to the privilege of said Hance L. Evans to remove his said buildings therefrom within thirty days after said day of sale.

George H. Myers,
Attorney for Plaintiff.

Harry C. Dashiell,
Attorney for Hance L. Evans and wife,
defendants.

And thereafter, to wit, on the 26th day of June, in the year nineteen hundred and thirty-three the Circuit Court here passed the following decree in the premises, to wit:

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	Circuit Court for
Victoria Evans, et al.,	)	Somerset County, Maryland.
	)	

The above cause standing ready for hearing and having been submitted, the proceedings therein including the agreement in writing between counsel for plaintiff and counsel for Hance L. Evans and wife, defendants, were by the Court read and considered.

It is thereupon this 26th day of June, nineteen hundred and thirty-three, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed, that the property in said proceedings mentioned, of which William L. Evans died seized, be sold subject to the dower interest therein of Victoria Evans, widow of the said William L. Evans, and that George H.Myers, be and he is hereby appointed Trustee to make said sale, that in making said sale the said Trustee shall offer for sale the property upon which the said Hance L. Evans has erected a dwelling house, as laid down on plat and surveyor's certificate filed with the Examiner's return as "Defendants' Exhibit No.1," separate from the residue of the property of the said Hance L.Evans and with the privilege to the said Hance L. Evans to remove his said dwelling house from said land within thirty days from the date of said sale.

And the further course and manner of the proceedings of the said Trustee 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 three thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three 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 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 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 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,

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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 the said Trustee at the time of advertising said sale shall give notice to all creditors of the said William L. Evans to file their just claims, duly probated according to law with the Clerk of the Circuit Court for Somerset County, within thirty days from the date 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, as principal, and Hartford Accident & Indemnity Company, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars, to be paid to the said State, or it's 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, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-sixth day of June, in the year nineteen hundred and thirty-three.

Whereas, the above bounded George H. Myers, by 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 John A. Bradshaw versus Victoria Evans et al., now pending in said Court, the same being No.4457 on the Chancery Docket thereof.

Now the Condition of the Obligation is such, That if the above bounded 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.

G. Hammond Myers, Jr., Witness. Corporate Seal. George H. Myers (SEAL)

Hartford Accident & Indemnity Company

George H. Myers, Attorney in Fact.

Which said Bond was thus thereon endorsed, to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on July 25th, 1933, 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.4457 Chancery
Vs.	)	In the Circuit Court
Victoria Evans et al.,	)	For Somerset County,
	)	In Equity.

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

The report of George H. Myers, Trustee appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows, that after giving Bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a paper printed in said Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend in front of the Post Office at Crisfield in said County in the twenty-second day of July, in the year nineteen hundred and thirty-three, at about two-thirty o'clock P.M., and then and there did proceed to sell said property.

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

First: All that lot or parcel of land whereon Hance L. Evans now resides, lying and binding on the Southeast side of the State Road leading from Marion to Hopewell in Lawsons Election

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District in said Somerset County, being part of the land conveyed to William L. Evans by a deed from Gordon T. Atkinson and others, dated June 11, 1917, and recorded among the land records of said Somerset County in Liber W.J.S.No.73, folio 267 et seq., more particularly described as follows: Beginning at a point on the Southeast side of said State Road about ten inches from a telephone pole near the residence of the said Hance L. Evans, thence in a Southeasterly direction with the residue of the said William L. Evans land 126½ feet to a post, thence in a South-Westerly direction with the said Evans land 180 feet to a ditch, thence with the same and with the land of W.H. Cullen 127 feet to a point on said Cullen line 6 feet from the Southeast side of said State Road, thence in a straight line to the beginning, containing 2520 square yards, more or less, subject to the right of the said Hance L. Evans, his personal representatives and assigns to remove from said lot the dwelling house now located thereon, within thirty days from said day of sale, and subject to the dower of Victoria Evans, widow of said William L. Evans, in said land.

And sold the same to the said Victoria Evans, at and for the sum of one hundred ninety-five dollars, and the said purchaser has complied with the terms of said sale.

Second: Your Trustee then offered for sale by public auction the property mentioned in said decree and said advertisement and particularly described as follows:

All that parcel of land containing four acres, more or less, lying and binding on the aforesaid State Road in Lawsons Election District, opposite Cox's Mill and bounded also by the old county road from Hopewell to Crisfield, which was conveyed to the said William L. Evans by a deed from Alonzo L. Murrell, Sheriff, dated September 4, 1928, and recorded among said land records in Liber 97, folio 73 et seq., and subject to the dower of Victoria Evans, widow of said William L. Evans, in said land.

And sold the same to Lorie C. Quinn, he being then and there the highest bidder therefor at and for the sum of forty-four dollars, and the said purchaser has complied with the terms of said sale by paying one-third of the purchase price in cash and has agreed to pay the residue upon the ratification of said sale by this Honorable Court.

Third: Your Trustee then offered for sale by public auction the property mentioned in said decree and in said advertisement and particularly described as follows: All that farm, tract or parcel of land whereon William L. Evans resided in his lifetime and at the time of his death, lying and binding on the Southeast side of the aforesaid State Road in said Lawsons Election District, containing 36 acres, more or less, and being all of the land conveyed to the said William L. Evans by and under the aforesaid deed from Gordon T. Atkinson and others, except the lot described in the first paragraph in this report and subject to the dower of Victoria Evans, widow of said William L. Evans, in said land.

And sold the same to Bank of Crisfield, a body corporate, it being then and there the highest bidder therefor, at and for the sum of fifteen hundred dollars, and the purchaser has complied with the terms of said sale.

Respectfully submitted,

George H. Myers, Trustee.

State of Maryland, Somerset County, Sct:

On this 25th day of July, nineteen hundred and thirty-three, personally appeared before me, Clerk of the Circuit Court in and for said Somerset County, George H. Myers, Trustee named in the above report of sale, and made oath in due form of Law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

J. Millard Tawes,
Clerk of the Circuit Court.

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

September Term, 1933.

John A. Bradshaw	)	No.4457 Chancery
Vs.	)	In the Circuit Court
Victoria Evans 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 25th day of August, 1933, 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 23rd day of August, 1933.

The Report states the amount of Sales to be $1739.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 1st day of September, in the year nineteen hundred and thirty-three, 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	)	In the Circuit Court
Vs.	)	In Equity.
Victoria Evans	)	For Somerset County.
	)	September Term, 1933.

Ordered by the Court, this 1st day of September, 1933, 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 heretofore to wit, on
Trust created by mortgage from William J.	)	the 19th day of June ninety hundred and thirty-
Webb to the "Bank of Crisfield" a body	)	three, a certain Clarence P. Lankford of Somer-
corporate	)	set 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 the "Bank of Crisfield" by a certain William J. Webb of said County and State, which said mortage is in the words following to wit:

This Mortgage , made this 10th day of March in the year nineteen hundred and twenty-two, by William J. Webb, of Somerset County, in the State of Maryland:-

Whereas, the said William J. Webb 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 ($1,000.00), which the said the "Bank of Crisfield, a body corporate as aforesaid, has advanced and loaned to the said William J. Webb, to enable the said William J. Webb to complete the purchase of the real estate hereinafter described this day conveyed unto the said William J. Webb by C. Hubbard Daugherty and wife and Warren F. Sterling, mortgagee, and which said sum so advanced has been paid by the said the "Bank of Crisfield" a body corporate as aforesaid, to the said C. Hubbard Daugherty

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on account of the purchase money for said real estate; and whereas, the said william J. webb has executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, his promissory note for said sum of One Thousand Dollars ($1,000.00), 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 William J. Webb 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 William J. Webb has granted and by these presents does grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, it successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Girsfield, Somerset County, in the State of Maryland, on the East side of First Street, and described as follows, beginning for the same on the East side of said First Street, at the North-west corner of the land of Mary A. Hundley, thence running in an Easterly direction, by and with the land of said Mary A. Hundley, a distance of one hundred and forty-four (144) feet, to the land of Louis N. Somers and Laura Somers, his wife, thence in a Northerly direction, by and with the land of said Louis N. Somers and Laura Somers, his wife, a distance of forty-five (45) feet, thence in a Westerly direction a distance of one hundred and forty-four (144) feet, to said First Street, and thence in a Southerly direction, by and with the East Side of said First Street, a distance of forty-five (45) feet, to the place of beginning, being the same and all the real estate and premises conveyed unto the said William J. Webb by C. Hubbard Daugherty and wife and Warren F. Sterling, Mortgagee, 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 a part of the real estate and premises conveyed unto the said C. Hubbard Daugherty by Gertrude B. Ewell and Frank Ewell by deed bearing date the fourth day of May, in the year nineteen hundred and twenty, and recorded among the said Land Records of Somerset County, in Liber W. J. S. No. 80 folio 446 etc;--to which said deeds and records, and all the references in each of them contained, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belinging, 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 Mortgagor shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said promissory note and shall perform all the covenants herein on 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 William J. Webb 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

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 grante 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 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 app 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 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 mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said Mortgagor.

Test: William J. Webb (SEAL)

Fred N. Holland

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of March in the year nineteen hundred and twenty-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared William J. Webb, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, cashier of the "Bank of Crisfield, mortgagee, and made oath in due form of law, that the consideration mentioned

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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 March 11, 1922 and recorded in Liber W. J. S. 83 Folio 202 &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 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 Three thousand Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of June, in the year nineteen hundred and thirty-three. Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from William J. Webb to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the tenth day of March, in the year nineteen hundred and twenty-two, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 83 folio 202 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occured 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 or 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.

Clarence P. Lankford (SEAL)
Warren F. Sterling (SEAL)
Wm. E. Daugherty (SEAL)

Witness:-
Joseph W. Disharoon

Which said bond was thus thereon endorsed, to wit:

The above bond and sureties approved this 19th day of June, in the year nineteen hundred and thirty-three.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 13th day of July in the year Nineteen hundred and Thirty Three 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:

Clarence P. Lankford,	)	No. 4493 Chancery.
Ex-parte	)	In the Circuit Court for Somerset
Trust created by mortgage from William J. Webb	)	County.
to the "Bank of 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 contained in a mortgage from William J. Webb to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the tenth day of March, in the year nineteen hundred and twenty-two, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 83 folio 202 etc, and duly authorized by said mortgage (default having occured 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 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 more than twenty days before the day of sale, be did, pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday, the eighth day of July, in the year nineteen hundred and thirty-three, 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, with the imorovements thereon, situate, lying and being in the the Town of Crisfield, Somerset County, in the State of Maryland, on the East side of First Street, fronting forty-five feet on said First Street, and running back a distance of one hundred and forty-four feet, the same being all the real estate and premises conveyed unto the said William J. Webb by C. Hubbard Daugherty and wife, and Warren F. Sterling, mortgagee, by deed bearing date the tenth day of March, in the year nineteen hundred and twenty-two, and recorded among said Land Records in Liber W. J. S. No. 85 Folio 398 etc, and is a part of the real estate and premises conveyed unto the said C. Hubbard Daugherty by Gertrude B. Ewell and Frank Ewell by deed bearing date the fourth day of May, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W. J. S. No. 80 folio 446 etc, and is also fully described in said mortgage, whereupon William E. Gibson of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Fourteen Hundred and Fifty Dollars ($1450.00), all of which the said purchaser has paid in cash.

And your Attorney prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted,

Clarence P. Lankford

Attorney.

State of Maryland, Somerset County, to-wit:-

I hereby certify that on this 13th day of July, in the year nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, the 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,	)	No. 4493 Chancery.
Ex-Parte	)	In the Circuit Court for Somerset County.
Trust created by mortgage from William J.	)	
Webb to the "Bank of Crisfield" a body	)	
corporate	)	
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 13th day of July, nineteen hundred and thirty-three, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in a mortgage from William J. Webb to the "Bank of Crisfield", a body corporate, be ratified and confirmed, unless cause to the contrary be shown onnor before the 19th 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 14th day of August, next.

The report states the amount of sales to be $1,450.00).

J. Millard Tawes, Clerk.

And now at this day to wit, on the 5th day of September, in the year nineteen hundred and thirty-three comes again into Court here to said Attorney, and on motion of the said Attorney, the Court here passed the following order to wit:

Clarence P. Lankford,	)	In the Circuit Court for Somerset County.
Ex-Parte	)	
Trust created by mortgage from William J.	)	
Webb to the "Bank of Crisfield" a body	)	
corporate	)	

Ordered by the Circuit Court for Somerset County, this 5th day of September, nineteen hundred and thirty-three, that the sale of property made and reported by Clarence P. Lankford, Attorney named in a mortgage from William J. Webb to the "Bank of Crisfield" a body corporate, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this 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.

January, 1933.

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 2nd day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

Were present, Hon, Joseph L. Bailey, Asso. Judge.

Luther Daugherty, Sheriff. 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:

.....
.....

Be it remembered that heretofore to wit, on the 1st day of August, in the year nineteen hundred and thirty-two, a certain I. Samuel Lawson, by Clarence P. Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary A. Sterling, Lester Lawson and Ursula Lawson, Administratrix of Isaac H. Lawson, deceased, which said bill of complaint is in the words following, to wit:

I. Samuel Lawson	)	No.4419 Chancery,
Vs.	)	In the Circuit Court
Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary A. Sterling, Lester Lawson and Ursula Lawson, Administratrix of Isaac H. Lawson, deceased.	)	For Somerset County.

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

The Bill of Complaint of I. Samuel Lawson, of Somerset County, in the State of Maryland, who sues as well for himself as for all other creditors of Isaac H. Lawson, late of said Somerset County, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That your orator is an undertaker, and as such furnished a coffin and incurred other necessary expenses in conducting the burial of the said Isaac H. Lawson, late of said Somerset County, deceased, which funeral expenses amounted in the aggregate to the sum of Two Hundred and sixty dollars ($260.00), as will more fully appear by a statement of said account of funeral expenses, herewith filed, as a part of this bill, marked Exhibit "I.S.L."

Second: That the said Isaac H. Lawson, being so indebted unto your orator, and unto divers other persons, and having personal estate of but small value, but having real estate of considerable value, departed this life on the fourteenth day of June, in the year nineteen hundred and thirty-two, intestate, leaving surviving him no children or descendants, father or mother, but leaving surviving him, as his only heirs at law, all of whom are still living the following, namely, his widow, Ursula Lawson, Elijah S. Lawson, a brother, Ruth Sterling, a sister, Frederick W. Lawson, a brother, Mary A. Sterling, a sister, and Lester Lawson, a brother, all of whom are above the age of twenty-one years, and all of whom reside in said Somerset County, in the State of Maryland.

Third: That administration of all and singular the personal estate of the said Isaac H. Lawson has been recently granted by the Orphans Court for Somerset County unto Ursula Lawson, who has accepted said trust, and who in virtue thereof has possessed herself of the personal estate of the said Isaac H. Lawson, deceased, as will more fully appear by reference to a certificate of letters of administration, herewith filed, as a part of this bill, marked Exhibit "U?L."

Fourth: That your orator is advised and charges that the said personal estate is not sufficient to discharge the costs of administration and the debts due and owing by the said Isaac H. Lawson 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 taken and

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considered under the laws of this State as the debt of the said deceased, and your orator is further advised that the said personal estate now in the hands of the said Ursula Lawson, Administratrix as aforesaid, ought to be applied to the payment of the claim of your orator and the other creditors of the said Isaac H. Lawson, deceased, so far as the same shall extend, and that any deficiency in said personal estate ought to be supplied by a sale of all, or such part as may be necessary, of the real estate of the aforesaid debtor, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the end therefore:

(1) That the defendants hereinafter named may answer the matters and things hereinafter set forth.

(2) That the said real estate of the said Isaac H. Lawson, deceased, or so much thereof as may be necessary for the purpose, may be decreed to be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid, according to their legal priorities.

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

May it please your Honors to grant unto your orator the writ of the State of Maryland of subpoena directed to the said Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary A. Sterling, Lester Lawson, and Ursula Lawson, Administratrix of Isaac H.Lawson, deceased, all of whom reside in said Somerset County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court 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 "I.S.L." referred to in the foregoing bill is in the words following, to wit:

Crisfield, Md., July 15th, 1932.

The Estate of the late Isaac H. Lawson, deceased.

To I. S. Lawson, Dr.
Funeral Director and Embalmer.
Phone 120.

June 14th, 1932. To Funeral expenses of the said Isaac W. Lawson, deceased, Casket, vault, Embalming &c., $260.00.

Exhibit "U.L." 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 Isaac H. Lawson late of Somerset County, deceased, is hereby granted and committed unto Ursula Lawson, the Administratrix

Official Seal. Witness, John E. Whitelock, Esq., Chief Judge of the Orphans' Court for Somerset County, this 19th day of July, Anno Domini 1932.

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 Ursula Lawson, Administratrix of Isaac H. Lawson,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 twentieth day of July, in the year of our Lord, nineteen hundred and thirty-two.

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, to wit:

Maryland, Somerset County, to wit:

The State of Maryland, To Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary A. Sterling, Lester Lawson, Ursula Lawson, Administratrix of Isaac H. Lawson, 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 September next to answer the complaint of I. Samuel Lawson against you in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of July, Anno Domini 1932.

Issued the 1st day of August, Anno Domini 1932.

Seal of Court. Per order.

J. Millard Tawes, Clerk.

At which said first Monday in September, in the year 1932, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County Luther Daugherty, to whom the writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following to wit:

Summoned severally and copy of subpoena left with each defendant.

Luther Daugherty, Sheriff.

And thereafter to wit, on October 22nd, 1932, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

I. Samuel Lawson	)	No.4419 Chancery,
Vs.	)	In the Circuit Court
Ursula Lawson and others	)	For Somerset County.
	)	

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

The petition of the complainant respectfully represents:

That the adult defendants, Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary A. Sterling, Lester Lawson and Ursula Lawson, Administratrix of Isaac H. Lawson, deceased, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer the said bill of complaint within the time prescribed by the rules of this Court.

The complainant therefore prays your Honors that the said bill of complaint may be taken pro confesso against the said Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary R. Sterling, Lester Lawson and Ursula Lawson, Administratrix of Isaac H. Lawson, deceased, 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.

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

I. Samuel Lawson	)	No.4419 Chancery
Vs.	)	In the Circuit Court
Ursula Lawson and others.	)	For Somerset County.
	)	

It appearing in the above entitled cause, that the adult defendants, Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary R. Sterling, Lester Lawson and Ursula Lawson, Administratrix of Isaac H. Lawson, deceased, have been duly summoned to appear to the

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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.

It is thereupon this 22nd day of October, in the year nineteen hundred and thirty-two, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the said bill of complaint be and the same is hereby taken pro confesso against the said Ursula Lawson, Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary R. Sterling, Lester Lawson and Ursula Lawson, Administratrix of Isaac H. Lawson, deceased, non-answering adult defendants, and that the complainant have leave to take testimony before one of the standing examiners of this Court.

Robt. F. Duer, Judge.

And afterwards, to wit, on the 8th day of December, in the year nineteen hundred and thirty-two, 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:

I. Samuel Lawson	)	No.4419 Chancery
Vs.	)	In the Circuit Court
Ursula Lawson and others.	)	For Somerset County.
	)	

In this cause, an order having been passed for the restimony 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 6th day of December, 1932, in Somerset County aforesaid, I did take the following testimony, to wit:

I. Samuel 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 I. Samuel Lawson, my age is 74 years, I reside in Crisfield, Somerset County in the State of Maryland, and I am an undertaker.

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

Ans. I am the complainant in this case, and as I have stated I reside in Crisfield, Maryland, I am acquainted with all of the defendants, and they all reside in said Somerset County Maryland.

Int.3. Did you or not know Isaac H. Lawson? If so, is he living or dead, and if dead, when did he die? Please state whether or not he died intestate?

Ans. I was well acquainted with the said Isaac H. Lawson. He is dead, having died on the fourteenth day of June, hineteen hundred and thirty-two. I understand that he left no will.

Int.4. Please state who furnished the coffin and attended to the funeral of the said Isaac H. Lawson?

Ans. I furnished the coffin and vault for the burial of the said Isaac H. Lawson, and attended to his funeral.

Int.5. Please state what was the amount of your bill for the same, and whether or not the same has been paid? State whether the amount of your bill charged, in this matter is what you usually charge for like supplies and services in similar cases?

Ans. The amount of my bill in this case is two hundred and sixty dollars, and no part of the same has been paid. The charge made in this case is the same made in similar cases, and is a reasonable charge.

The paper now shown me, marked Exhibit "I.S.L." is a statement of the amount due me in this case.

Int.6. State whether or not the said Isaac H. Lawson left any personal estate, and if so, what is its value? Has or not any administration been granted on said personal estate?

Ans. The said Isaac H. Lawson left only a small personal estate, and letters of administration on said personal estate has been granted by the Orphans Court for Somerset County unto his widow, Ursula Lawson. The paper now shown me, marked Exhibit "U.L." is a certificate of the granting of such letters of administrations.

Int.7. Please state whether or not the personal estate of the said Isaac H. Lawson is sufficient to pay the costs of administration and the due and owing by the said Isaac H.Lawson?

Ans. The personal estate of the said Isaac H. Lawson, is not sufficient to pay the costs of administration and the debts due and owing by the said Isaac H. Lawson. I am informed that the personal estate of the said Isaac H. Lawson, as shown by the records of the Orphans Court for Somerset County, will not exceed one hundred dollars, not half enough to pay my bill for funeral expenses.

Int.8. Please state what real estate, if any, the said Isaac H. Lawson owned at the time of his death? If so, where is said real estate estate located, and what in your opinion is its value?

Ans. The said Isaac H. Lawson at the time of his death was seized and possessed of a lot or parcel of land in Asbury District, Somerset County, in the State of Maryland, on Johnson's Creek, which lot or parcel of land is improved by a comfortable dwelling house.

This parcel of land was formerly owned by Mrs. Julia A. Lawson, the mother of the said Isaac H. Lawson, and the interest of the other heirs of the said Mrs. Julia A. Lawson was conveyed to the said Isaac H. Lawson. The paper now shown me, marked Exhibit "I.H.L." is a certified copy of the deed from the other heirs of the said Mrs. Julia A. Lawson to the said Isaac H. Lawson for their interest in said real estate. I should think the said real estate worth from $500 to $1000.

Int.9. Please state whether or not the said Isaac H. Lawson left a widow surviving him and who are his heirs at law, and their ages?

Ans. The said Isaac H. Lawson lefthis widow, Mrs. Ursula Lawson, surviving him, but left no children or descendants, nor mother nor father, but left as his only heirs at law, his widow, the said Ursula Lawson, and Elijah S. Lawson, a brother, Ruth Sterling, a sister, Frederick W. Lawson, a brother, Mary A. Sterling, a sister and Lester Lawson, a brother, all of them are above the age of twenty-one years.

Courts Question.

Ans. I know nothing further.

Witness: E. P. Wyatt. I. Samuel Lawson

Ursula Lawson, 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 Ursula Lawson, my age is 54 years. I reside in Asbury District, Somerset County, Md., not now employed.

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

Ans. I am defendant in this suit, both in my individual capacity and as Administratrix of the personal estate of the said Isaac H. Lawson. I am acquainted with the complainant and with the other defendants.

They all reside in said Somerset County, in the State of Maryland.

Int.3. Did you knowIsaac H. Lawson? If so, is he living or dead? If dead, when did he die? Did he or not die intestate?

Ans. The said Isaac H. Lawson was my husband. He died on the fourteenth day of June, nineteen hundred and thirty-two. He died intestate.

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Int.4. Please state who furnished the coffin and attended to the funeral of the said Isaac H. Lawson?

Ans. Mr. I. Samuel Lawson.

Int.5. Mr. I. Samuel Lawson has filed his bill in this cause, which shows that he charged two hundred and sixty dollars for the things furnished and the services rendered by him in conducting the funeral of the said Isaac H. Lawson. Please state whether or not you regard the amount charged by Mr. I. Samuel Lawson for the things furnished by him and the services rendered by him as a fair and reasonable charge?

Ans. I regard the charge made by Mr. I. Samuel Lawson as a fair and reasonable charge for the things furnished by him and the services rendered by him.

Int.6. Please state whether or not the said Isaac H. Lawson left any personal estate, and if so, what is its value? Hasor not any administration been granted on said personal estate?

Ans. The said Isaac H. Lawson left a small personal estate, and letters of administration on said personal estate has been granted by the Orphans Court for Somerset County unto me, as administratrix. The paper now shown me marked Exhibit "U.L." is a certificate of the granting of such letters of administration to me as such administratrix.

The whole personal estate will not amount to more than one hundred dollars.

Int.7. Please state whether or not the personal estate of the said Isaac H. Lawson is sufficient to pay the costs of administration and the debts owing by the said Isaac H.Lawson?

Ans. The personal estate of the said Isaac H. Lawson is not sufficient to pay the costs of administration and the debts of the said Isaac H. Lawson. The estate amounts to less than one hundred dollars, and the burial expenses alone amount to two hundred and sixty dollars.

Int.8. Please state what real estate if any, the said Isaac H. Lasson was seized and possessed at the time of his death? If he owned any real estate where is the same located, and what in your opinion is its value?

Ans. The said Isaac H. Lawson at the time of his death owned a lot or parcel of land, improved by a comfortable dwelling house, in Asbury District, Somerset County, in the State of Maryland, situated on Johnson's Creek. This property was formerly owned by Mrs. Julia A. Lawson, the mother of the said Isaac H. Lawson, and the other heirs of the said Mrs. Julia A. Lawson in said real estate conveyed their interest to the said Isaac H. Lawson. The paper now shown me, marked Exhibit "I.H.L." is a certified copy of the deed from the other heirs of the said Julia A. Lawson to the said Isaac H. Lawson for their interest in said real estate. I should think the property worth from $500.00 to $1000.00.

Int.9. Please state whetheror not the said Isaac H. Lawson left a widow surviving him, and who are his heirs at law, and their ages?

Ans. I am the widow of the said Isaac H. Lawson. He left no children or descendants, no father or mother, his only heirs at law are myself, his widow, Elijah S. Lawson, a brother, Ruth Sterling, a sister, Frederick W. Lawson, a brother, Mary A. Sterling, a sister and Lester Lawson, a brother. They are all above the age of twenty-one years.

Court Question. Ans. I know nothing further.

Witness: E. P. Wyatt. Ursula Lawson

There being no further witness 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 cost is correct.

Bill of Cost: Edward P. Wyatt (SEAL)

Examiner------$4.00 Examiner in Chancery.

Exhibit "I.H.L." referred to in the foregoing Testimony is in the words following, to wit:

THIS DEED, Made this fifth day of March in the year nineteen hundred and eighteen (1918) by Elijah S. Lawson and Willie Lawson, his wife, Ruth Sterling and Algie Sterling, her husband, Frederick W. Lawson and Dora Lawson his wife, Mary A. Sterling and Littleton W. Sterling, her

husband, Lester Lawson and Annie Lawson, his wife, of Somerset County in the State of Maryland, witnesseth, that for and in consideration of the sum of fifty dollars ($50.) the receipt of which is hereby acknowledged by each heir, individually the said Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary A. Sterling and Lester Lawson heirs at law of Julia A. Lawson late of said county deceased do hereby grant and convey unto Isaac H. Lawson of said county and state all the right, title and interest being the one sixth (1/6) undivided interest of each individual heir in and to all the real estate of which the said Julia A. Lawson died seized or possessed together with all the improvements thereon, situated in Asbury District, Somerset County, Maryland. And described as follows, beginning at the Northwest corner of said land at the Johnson Creek road and a private lane at the line of Christopher Sterling's land thence Southward with said private lane, and the line of said Christopher Sterling's land to the land of Nancy Nelson, thence eastward with and adjoining the land of Nancy Nelson to the marsh at Johnsons Creek, thence in a north and westerly course with the furtherest eastward line of said Julia A. Lawson's land at the marsh at Johnsons Creek to the first named beginning, which is hereby conveyed together with all the rights and appurtenances thereto belonging or appertaining, to have and to hold the above granted property unto the said Isaac H. Lawson his heirs and assigns in fee simple.

And the said Elijah S. Lawson and Willie Lawson his wife, Ruth Sterling and Algie Sterling, her husband, Frederick W. Lawson and Dora Lawson, his wife, Mary A. Sterling and Littleton W. Sterling, her husband, Lester Lawson and Anna Lawson his wife hereby covenant that they will warrant specially the property hereby conveyed that the same is free clear and unencumbered,and will execute such further assurances of said property as may be necessary or requisite.

Witness the hands and seals of the said grantors.

Witness: H. F. Nelson.

Elijah S. Lawson (SEAL)
Willie Lawson (SEAL)
Ruth Sterling (SEAL)
Algie C. Sterling (SEAL)
Frederick W.Lawson (SEAL)
Dora Lawson (SEAL)
Mary A. Sterling (SEAL)
Littleton W. his X mark Sterling (SEAL)
Lester Lawson (SEAL)
Anna Lawson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 8th day of March in the year 1918, before the subscriber, a Notary Public for the State of Maryland, personally appeared Elijah S. Lawson and Willie Lawson his wife, Ruth Sterling and Algie Sterling, her husband, Frederick W. Lawson and Dora Lawson, his wife, Mary A. Sterling and Littleton W. Sterling her husband, Lester Lawson and Anna Lawson his wife, and did each acknowledge the aforegoing deed to be their respective act.

Seal of Notary

Herman F. Nelson,
Notary Public.

Crisfield, Md., March 8, 1918.

Received for record 12th March 1918, and recorded in Liber W.J.S.No.74, folio 88 &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.74, folio 88 &c., one of the Land Records of Somerset County.

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In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 12th day of November 1932.

Seal of Court. J. Millard Tawes, Clerk.

And thereafter, to wit, on the 24th day of December, in the year nineteen hundred and thirty-two, the Circuit Court here passed the following decree in the premises, to wit:

I. Samuel Lawson	)	In Equity, In the Circuit Court
Vs.	)	For Somerset County.
Ursula Lawson and others.	)	No. 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 December in the year nineteen hundred and thirty-two, 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 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 ratificateion 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 Isaac H. Lawson to file their claims with the vouchers thereof, in the office of the Clerk of this Court, within one month from the day of said sale or sales.

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 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 one, 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 January, in the year nineteen hundred and thirty-three.

Whereas, by a decree of the Circuit Court for Somerset County, bearing date the day of December, in the year nineteen hundred and thirty-two, and passed in a cause in said Court pending, wherein I. Samuel Lawson is complainant, and Ursula Lawson and others are defendants, the above bounden Clarence P. Lankford was appointed trustee, with authority to sell the real estate in said cause decreed to be sold.

Now the condition of this 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: Benson W. Sterling.

Clarence P.Lankford (SEAL)
Lorie C. Quinn, Sr. (SEAL)
Edward P. Wyatt (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 18th day of January, nineteen hundred and thirty-three.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 24th day of January, in the year nineteen hundred and thirty-three, the said Trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

I. Samuel Lawson	)	No.4419 Chancery,
Vs.	)	In the Circuit Court
Ursula Lawson and others.	)	For Somerset County.
	)	

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

The report of Clarence P. Lankford, Trustee appointed by a decree of this Court, passed in the above entitled cause, bearing date the twenty-fourth day of December, in the year nineteen hundred and thirty-two, 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 said Somerset County, 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-first day of January, in the year nineteen hundred and thirty-three, 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 Isaac H. Lawson, late of said Somerset County, deceased, died seized and possessed, in manner following, that is to say:

Your trustee 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, where the said Isaac H. Lawson resided at the time of his death, on Johnson's Creek, being the same property which formerly belonged to Mrs, Julia A. Lawson, late of said County, deceased, and which descended unto the said Isaac H. Lawson, and unto Elijah S.Lawson, Ruth Sterling, Frederick W. Lawson, Mary Anne Sterling and Lester Lawson as the only

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heirs at law of the said Julia A. Lawson, the interest of the said Elijah S. Lawson, Ruth Sterling, Frederick W. Lawson, Mary Anne Sterling and Lester Lawson having been conveyed unto the said Isaac H. Lawson by deed bearing date the fifth day of March, in the year nineteen hundred and eighteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No. 74, folio 88 etc., whereupon James B. Tawes, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Four Hundred and seventy-five dollars ($475.00) all of which has been paid to your trustee in cash.

And your trustee further reports that at the time of advertising said sale, he gave notice to the creditors of the said Isaac H. Lawson 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 day of sale.

Respectfully submitted.

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of January, in the year nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein 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:

I. Samuel Lawson	)	No.4419 Chancery
Vs.	)	In the Circuit Court
Ursula Lawson and others.	)	For Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 24th day of January, nineteen hundred and thirty-three, 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 February 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 20th day of February next.

The report states the amount of sales to be $475.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 25th day of February, in the year nineteen hundred and thirty-three, 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:

I. Samuel Lawson	)	No.4419 Chancery
Vs.	)	In the Circuit Court
Ursula Lawson and others.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 25th day of February, in the year nineteen hundred and thirty-three, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appear 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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May, 1933.

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 1st day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland. Vs. Bertie Marshall, Manie Hickman, Blanche Evans, Manie Hickman, and others. No.4430 Chancery.	Be it remembered that heretofore, to wit, on the 24th day of August, in the year nineteen hundred and thirty-two, a certain Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, by Clarence

P. Lankford, its solicitor exhibited and filed in the Circuit Court here a bill of complaint against Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy Lawson, Marguerite Fleming and Howard W. Evans, Administrator of Edward F. Marshall, 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. Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy Lawson, Marguerite Fleming, and Howard W. Evans, Administrator of Edward F. Marshall, deceased.	No.4430 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 Edward F. Marshall, late of Somerset County, in the State of Maryland, who will come in and contribute to the expenses of this suit, respectfully represents:

First: That the said Edward F. Marshall was in his lifetime indebted unto your orator, the "Bank of Crisfield," a body corporate as aforesaid, in the full and just sum of Sixty Dollars ($60.00) on his certain promissory note, drawn to the order of your orator, dated the twenty-second day of February, in the year nineteen hundred and thirty-two, and payable one hundred and twenty days 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 Edward F. Marshall being so indebted as aforesaid unto your orator, and also unto divers other persons, and having personal estate of but small value, but having real estate of great value, departed this life on the eleventh day of April, in the year nineteen hundred and thirty-two, intestate, leaving surviving him, as his only heirs at law, all of whom are still living, the following, namely, Bertie Marshall, his widow, Manie Hickman, a daughter, Blanche Evans, a daughter, Olivia Lawson, a daughter, Dorothy Lawson, a daughter, and Marguerite Fleming, a daughter, all of whom reside in said Somerset County, in the State of Maryland, and all of whom are above the age of twenty-one years, except the said Marguerite Fleming, who is an infant under the age of twenty-one years.

Third: That administration of all and singular thepersonal estate of the said Edward F. Marshall has been lately been granted by the Orphans Court for Somerset County unto Howard W. Evans, who has accepted said trust, and who in virtue thereof has possessed himself of the

personal estate of the said Edward F. Marshall, deceased, 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 charges that the said personal estate is not sufficient to discharge the costs of administration and the debts due and owing by the said Edward F. Marshall at the time of his death, and your orator is advised that the said personal estate now in the hands of the said Howard W. Evans, Administrator as aforesaid, ought to be applied to the payment of the claim of your orator and of the other creditors of the said Edward F. Marshall, deceased, so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by a sale of all, or such part, as may be necessary, of the real estate of the aforesaid debtor, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the end therefore:

(1) That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the said real estate of the said Edward F. Marshall, 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 Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy Lawson, Marguerite Fleming (infant) and Howard W. Evans Administrator of Edward F.Marshall, deceased, all of whom reside in 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, ifany 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:

Due June 21-1932.

$60.00 Crisfield, Md., Feb. 22, 1932.

120 days after date for value received, I jointly and severally promise to pay to Bank of Crisfield or order, Sixty 00/100 dollars at the Bank of Crisfield, Crisfield, Maryland, and hereby waive the benefit of all statutory exemption from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against me in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

Edward F. Marshall

State of Maryland, Somerset County, to wit:

On this 8th day of July, nineteen hundred and thirty-two, before me, the subscriber, a Notary-Public of the State of Maryland, in and for Somerset County, personally appeared J. Coyne Sterling, Cashier of the "Bank of Crisfield," a body corporate, and made oath in due form of law that no part of the money intended to be secured by the annexed promissory note hath been received, or any security or satisfaction given for the same, except what is credited, and the

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said J. Coyhe Sterling further made oath as aforesaid that he is the Cashier of the said the "Bank of Crisfield," a body corporate,

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

Seal of Notary — Myrtle V. Gorauch, Notary Public.

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 Edward F. Marshall late of Somerset County, deceased, is hereby granted and committed unto Howard W. Evans, the Administrator.

Witness, John E. Whitelock, Esq., Chief Judge of the Orphans' Court for Somerset County, this 26th day of April, Anno Domini 1932.

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 Howard W. Evans, administrator on the estate of Edward F. Marshall, late of said county, deceased, taken from Liber H.B.C.No.43, folio 290, 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 nineteenth day of August, in the year of our Lord, Nineteen hundred and thirty-two.

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, to wit:

Maryland, Somerset County, to wit:

Seal of Court. The State of Maryland, To Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy Lawson, Howard W. Evans, 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 September next to answer the complaint of Bank of Crisfield 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 July, Anno Domini 1932.

Issued the 18th day of August, Anno Domini 1932.

Per Order,

J. Millard Tawes, Clerk.

Return.

Summoned severally and copy of subpoena left with each defendant.

Luther Daugherty, Sheriff.

Second subpoena:

Maryland, Somerset County, to wit:

The State of Maryland, To Margarite Fleming 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 Bank of Crisfield 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 July Anno Domini 1932.

Issued the 18th day of August Anno Domini 1932.

Seal of Court. Per order. J. Millard Tawes, Clerk.

Return: Summoned and copy of subpoena left with Margarite Fleming, infant, and copy left with Bertie Marshall, mother of infant defendant.

Luther Daugherty, Sheriff.

And thereafter to wit, on the 22nd day of October, in the year nineteen hundred and thirty-two, the said complainant by his solicitor aforesaid filed in Court here a petition and order in the words following, to wit:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4430 Chancery,
	)	In the Circuit Court
Vs.	)	For Somerset County.
Bertie Marshall and others.	)	
	)	

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

The petition of the complainant in the above entitled cause respectfully represents:

That Margarite Fleming, defendant 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 plaintiff therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.,

Clarence P. Lankford,
Solicitor for Complainant.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, this 22nd day of October, nineteen hundred and thirty-two, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Margarite Fleming, 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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4430 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
Bertie Marshall and others.	)	
	)	

The answer of Marguerite Fleming, infant defendant in the above cause, by James R. Stewart, guardian ad litem appointed by the Circuit Court for Somerset County, to the bill of complaint of the "Bank of Crisfield," a body corporate, against her and others in the said Court exhibited.

This defendant, for answer to the said bill of complaint, by her said guardian, answers and says, that being ignorant of the matters charged in the said bill, and being an infant of tender years, she 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 afterwards to wit, on October 22nd, 1932, a Petition, decree pro confesso and order to take testimony was filed in the words following, to wit:

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Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4430 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
Bertie Marshall 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 defendants, Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy May Lawson (now Dorothy May Hahn) and Howard W. Evans, Administrator of Edward F. Marshall, deceased, have been duly summoned to appear to the bill of complaint in this cause, and have failed to appear to or answer the said bill of complaint within the time prescribed by the rules of this Court, and that the infant defendant, Marguerite Fleming, has been duly summoned, and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

The complainant therefore prays your Honors that the said bill of complaint may be taken pro confesso against the said Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy May Lawson (now Dorothy May Hahn) and Howard W. Evans, Administrator of Edward F. Marshall, deceased, 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.

ORDER:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	No.4430 Chancery
	)	In the Circuit Court
Vs.	)	For Somerset County.
Bertie Marshall and others.	)	
	)	

It appearing in the above entitled cause that the adult defendants, Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy May Lawson (now Dorothy May Hahn) and Howard W. Evans, Administrator of Edward F. Marshall, deceased, 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, Marguerite Fleming, has been duly summoned, and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

It is thereupon this 22nd day of October, in the year nineteen hundred and thirty-two, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complant be and the same is hereby taken pro confesso against the said Bertie Marshall, Manie Hickman, Blanche Evans, Olivia Lawson, Dorothy May Lawson (now Dorothy May Hahn) and Howard W. Evans, Administrator of Edward F. Marshall, deceased 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 19th day of January, in the year nineteen hundred and thirty-three, 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:

Bank of Crisfield, a body corporate.	)	No.4430 Chancery,
Vs.	)	In the Circuit Court
Bertie Marshall 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 18th day of January, 1933, in Somerset County, aforesaid, I did take the following testimony, to wit:

Howard W. Evans, 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 Howard W. Evans, my age is 47 years, I reside in Crisfield, Somerset County, in the State of Maryland, and I am engaged in the oyster and crab business.

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

Ans. The Bank of Crisfield, the complainant in this cause, is a corporation, doing business at Crisfield, Maryland. I was acquainted with the defendant, Bertie Marshall but she is now deceased, I am one of the defendants in this cause, being the administrator of the personal estate of the said Edward F. Marshall. I am acquainted with the other defendants, and they all reside in said Somerset County, Maryland. The defendant, Blanche Evans, is my wife.

Int.3. Were you or not acquainted with Edward F. Marshall? If so, is he living or dead, and if dead, when did he die? Please state whether or not he died intestate?

Ans. I was well acquainted with the said Edward F. Marshall. He is dead, having died on the eleventh day of April, nineteen hundred and thirty-two. He left no will.

Int.4. Please state if the said Edward F. Marshall 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 Edward F. Marshall was indebted to the Bank of Crisfield, the complainant in this cause, in the sum of sixty dollars on his promissory note, as is shown by the said note now shown me, marked Exhibit "A". He was also indebted to The Webb Packing Company, for from two hundred and fifty to three hundred dollars, and he owned various bills. The funeral expenses are also owing.

Int.5. Please state whether or not the said Edward F. Marshall left any personal estate? If so, what is its value? Please state whether or not there has been any administration on said personal estate of the said Edward F. Marshall?

Ans. The said Edward F. Marshall left a small personal estate, not worth more than a hundred dollars, and administration on said personal estate has been granted by the Orphans Court for Somerset County to me as administrator. The paper now shown me, marked Exhibit "H.E.W" is a certificate of said letters of administration so granted to me.

Int.6. Please state whether or not the said Edward F. Marshall, owned any real estate in Somerset County, Maryland, at the time of his death, and if so, where is the same located, and what in your opinion is the value of such real estate?

Ans. At the time of his death the said Edward F. Marshall owned three lots of land on the South side of Chesapeake Avenue, in the Town of Crisfield, Somerset County, Maryland. One lot is improved by a dwelling house and a small store-house, one is improved by a bungalow, and the other is a vacant lot. I should think the entire property worth from twenty-five hundred to Three Thousand dollars.

Int.7. Please state who are the heirs at law of the said Edward F. Marshall, and their ages?

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Ans. The said Edward F. Marshall left as his only heirs at law, his widow, Mrs. Bertie Marshall, and Manie Hickman, a daughter, Blanche Evans, a daughter, Olivia Lawson, a daughter, Dorothy Lawson, a daughter (who has since the institution of this suit been divorced and has since married Hahn) and Margurite Fleming, a daughter. The said Bertie Marshall, the widow of the said Edward F. Marshall, has departed this life since the institution of this suit, having been killed in an automobile accident. The said Bertie Marshall left as her only heirs at law, the defendants, Olivia Lawson, a daughter, Dorothy Hahn (formerly Dorothy Lawson) a daughter, a Marguerite Fleming a daughter. All the defendants are above the age of twenty-one years of age, except the said Marguerite Fleming, who is an infant under the age of twenty-one years of age.

Int.8. Pleace state whether or not the personal estate of the said Edward F. Marshall is sufficient to pay the cost of administration funeral expenses, and the debts owing by the said Edward F. Marshall at the time of his death?

Ans. The personal estate of the said Edward F. Marshall is not sufficient to pay the costs of administration, funeral expenses and the debts owing by the said Edward F. Marshall at the time of his death.

Court's Question.

Ans. I know nothing further.

Witness: E. P. Wyatt. Howard W. Evans.

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 55 years, residence Crisfield, Somerset County, Maryland, and I am president of the Bank of Crisfield, Crisfield, Maryland.

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, locate at Crisfield, Maryland. I was acquainted with the defendant, Mrs. Bertie Marshall, the widow of Mr. Edward F. Marshall, but she is now deceased, having been recently killed in an automobile accident.

I am well acquainted with Howard W. Evans, Administrator of Edward F. Marshall, and I know who the other defendants are, but am not very well acquainted with them. I understand that they all live in Somerset County, Maryland.

Int.3. Did you or not know Edward F. Marshall, and if so, is he living or dead, and if dead, when did he die? Did he or not die intestate?

Ans. I was well acquainted with Edward F. Marshall. He is dead, having died early in the month of April, nineteen hundred and thirty-two, I understand that he left no will.

Int.4. Please state whether or not the said Edward F. Marshall at the time of his death was indebted unto the Bank of Crisfield, the complainant in this cause, and if so, how was he so indebted?

Ans. The said Edward F. Marshall at the time of his death was indebted unto the Bank of Crisfield, the complainant in this cause, in the sum of Sixty dollars, on his promissory note drawn to the order of the Bank of Crisfield, dated the 22nd day of February 1932, payable one hundred and twenty days after date. The paper now shown me, marked Exhibit "A" is the original of said promissory note. No part of the said promissory note has been paid, but since the death of the said Edward F. Marshall the said note has been credited with $1.66 to the credit of the said Edward F. Marshall in the Bank of Crisfield, being balance in the Savings Department of said Bank of Crisfield, and the sum of $4.35 balcne to the credit of the said Edward F. Marshall in the Commercial Department of the said Bank of Crisfield.

Int.5. Please state whether or not the said Edward F. Marshall left any personal estate? If so, has any administration been granted on said personal estate?

Ans. I understand that the said Edward F. Marshall left but a small personal estate, worth around one hundred dollars, and administration on said personal estate has been granted by the Orphans Court for Somerset County unto Howard W. Evans as administrator. The paper shown me, marked Exhibit "A" is a certificate of such letters of administration on said estate.

Int.6. Please state whether or not the said Edward F. Marshall left any real estate, and if so, where is the same located, and what in your opinion is its value?

Ans. At the time of his death the said Edward F. Marshall owned real estate on the South side of Chesapeake Avenue in the Town of Crisfield, Somerset County, Maryland. On one piece of the land is a residence and a small store-house, and there is also a bungalow on the land. I am not well enough acquainted with the property to place a value on the same.

Int.7. Please state who are the heirs at law of the said Edward F. Marshall, and their ages.

Ans. The said Edward F. Marshall left a widow, Mrs. Bertie Marshall, who is now deceased, and I understand he left five daughters, but I do not know their names or ages.

Int.8. Please state whether or not the personal estate of the said Edward F. Marshall is sufficient to pay the costs of administration, funeral expenses and the debts owing by the said Edward F. Marshall at the time of his death.

Ans. I understand that the said Edward F. Marshall left but a small personal estate, and owed considerable money, and from the best information I have been able to obtain, the personal estate is not sufficient to pay the costs of administration, funeral expenses and other debts owing by him at the time of his death.

Court's Question.

Ans. I know nothing further.

Witness: E. P. Wyatt. Warren F. Sterling

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.

Witness my hand and seal. Edward P. Wyatt (SEAL)
Examiner in Chancery.

Bill of Costs:
Examiner $4.00
Witness. W.F.Sterling $.75
$4.75

And thereafter to wit, on the 25th day of February, in the year nineteen hundred and thirty-three, the Circuit Court here passed the following decree in the premises, to wit:

Bank of Crisfield, a body corporate.	)	In Equity,
	)	In the Circuit Court
Vs.	)	For Somerset County.
Bertie Marshall and others.	)	No.4430 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 February in the year nineteen hundred and thirty-three, 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 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 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

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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 directed to give notice to the creditors of the said Edward F. Marshall 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 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 American Surety Company of New York, a body corporate, surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors in the whole and for the whole, jointly and severally, firmly by these presents, sealed withour seals, and dated this 11th day of April, in the year nineteen hundred and thirty-three.

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 the Bank of Crisfield, a body corporate, against Bertie Marshall and others, the same being No.4430 on the Chancery docket of 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 in and by the said decree, or that may be reposed in him by any future decree 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 Clarence P. Lankford has hereto set his hand and seal, and the American Surety Company of New York, a body corporate has caused these presents to be signed by Harry C. Dashiell, 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 No. folio

Witness: H. Fillmore Lankford. Clarence P. Lankford (SEAL)

Corporate Seal. American Surety Co., of New York,
By Harry C. Dashiell, a body corporate by Harry C. Dashiell, its attorney in fact, per power of attorney recorded in the office of the Clerk of the Circuit Court for Somerset County in Liber G.W.L.No.99, folio 49.

Which said Bond was thus thereon endorsed, to wit:

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on tenth day of May, in the year nineteen hundred and thirty-three, 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.4430 Chancery,
Vs.	)	In the Circuit Court
Bertie Marshall 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 twenty-fifth day of February, in the year nineteen hundred and thirty-three, 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 said Somerset County, 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 fifteenth day of April, in the year nineteen hundred and thirty-three, 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 Edward F. Marshall, late of said Somerset County, deceased, 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 the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Chesapeake Avenue, where the said Edward F. Marshall resided at the time of his death, which is laid down and described as Lot No.Thirty-eight (38) on Plat No. One (1) filed with, and as a part of, the report of sales of William P. Horsey and Alonzo R. Horsey, Executors of Leah Horsey, deceased, in the Orphans Court for Somerset County, the same being all the real estate and premises conveyed unto the said Edward F. Marshall by Alonzo R. Horsey and Addie C. Horsey, his wife, by deed bearing date the sixth day of December, in the year nineteen hundred and four, and recorded among the Land Records of said Somerset County, in Liber O.T.B.No.40, folio 52, whereupon Paul Cullen, of said Somerset County, being the highest and best bidder therefor, at and for the sum of One Thousand and thirty dollars ($1,030.00).

Your trustee next offerred 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, at the corner of Chesapeake Avenue and Third Street, fronting seventy (70) feet on said Chesapeake Avenue, and ninety-eight (98) feet on said Third Street, the same being all the real estate and premises conveyed unto the said Edward F. Marshall by Christopher C. Ward by deed bearing date the first day of February, in the year nineteen hundred and twenty-three, and recorded among said Land Records in Liber W.J.S.No.86, folio 559, whereupon the said Paul Cullen, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Eight Hundred and thirty-five dollars ($835.00).

And your trustee further reports that said purchaser paid unto your trustee the sum of nine hundred and thirty-two dollars and fifty cents ($932.50) in cash, and gave his bond for the balance of said purchase money, to wit, the sum of nine hundred and thirty-two dollars and fifty cents ($932.50) payable on the ratification of said sales by this Honorable Court.

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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 day of May, in the year nineteen hundred and thirty-three, 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 foregoing 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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland.	)	
	)	No.4430 Chancery,
Vs.	)	In the Circuit Court
Bertie Marshall and others.	)	For Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 10th day of May, nineteen hundred and thirty-three, 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 10th day of June next, provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 8th day of June next.

The report states the amount of sales to be $1,865.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 19th day of June, in the year nineteen hundred and thirty-three, 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.4430 Chancery,
Vs.	)	In the Circuit Court
Bertie Marshall and others.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 19th day of June, nineteen hundred and thirty-three, 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.

"""

September, 1933.

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 4th day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

.....

Clarence P. Lankford, Ex parte.	) Be it remembered that heretofore,
Trust created by Mortgage from Ernest W.	) to wit, on the 1st day of June,
Mims and Ruby R. Mims, his wife, to the	) in the year nineteen hundred and
Bank of Crisfield, a body corporate.	) thirty-three, a certain Clarence
No.4490 Chancery.	) 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 Ernest W. Mims and Ruby R. Mims 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 twenty-five, by Ernest W. Mimms and Ruby R. Mimms, his wife, of Somerset County, in the State of Maryland, Whereas the said Ernest W. Mimms and Ruby R. Mimms, 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 Four Thousand Dollars ($4,000.00) and have executed and delivered unto the said the "Bank of Crisfield," a body corporate as aforesaid, their promissory note for said sum of Four Thousand Dollars ($4,000.00) dated evenly herewith, payable three months after date, and whereas, for the purpose of securing the payment of said promissory note, and of securing the payment of any renewal or renewals, of said promissory note, which may hereafter be made, in case the said the "Bank of Crisfield," a body corporate as aforesaid, shall consent to any renewal or renewals of the same, and whether such renewal or renewals shall be for the whole or any part of said sum, the said Ernest W. Mimms and Ruby R. Mimms, 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 Ernest W. Mimms and Ruby R. Mimms, 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 those lots or parcels of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Main Street, the same being all the real estate and premises conveyed unto the said Ernest W. Mimms by Cornelius W. Sterling and wife by deed bearing date the fourth day of August, in the year nineteen hundred and nineteen, and recorded among the Land Records of Somerset County in Liber W.J.S.No.78, folio 530 etc., and is also all the real estate and premises conveyed unto the said Cornelius W. Sterling by A. Lincoln Dryden and Effie C. Dryden, his wife, by deed bearing date the fourteenth day of May, in the year nineteen hundred and nineteen, and recorded among said Land Records in Liber W.J.S.No.78, folio 219 etc., and being the same real estate and premises which were conveyed unto the said A. Lincoln Dryden and Effie C. Dryden, his wife, by two deeds, one from Martin L. Sterling and wife bearing date the first day of July, in the year nineteen hundred and five, and recorded among the said Land Records in Liber O.T.B.No.40, folio 589 etc., and the other from King A. Horsey, bearing date the second day of August, in the year nineteen hundred and ten, and recorded among the said Land Records in Liber S.F.D.No.54, folio 391 etc., to which said deeds and records special reference is here made for a more accurate

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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 promissory note and any renewal or renewals thereof for said principal sum, or any part thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said 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 Ernest W. Mimms and Ruby R. Mimms, 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 Four 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: F. Douglass Sears. Ernest W. Mims (SEAL)

Ruby R. Mims (SEAL)

State of Maryland, Somerset County to wit:

I hereby certify, that on this 18th day of March in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Ernest W. Mimms and Ruby R. Mimms, 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 and affixed my Notarial Seal the day and year aforesaid.

Seal of Notary F. Douglass Sears, Notary Public.

Received for record March 19th, 1925, and recorded in Liber W.J.S.No.89, folio 98 &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 Joseph W. Disharoon and Warren F. Sterling, 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 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 31st day of May, in the year nineteen hundred and thirty-three.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Ernest W. Mimms and Ruby R. Mimms, his wife, to the "Bank of Crisfield" a body corporate, dated the eighteenth day of March, in the year nineteen hundred and twenty-five, and recorded among the Land Records of Somerset County in Liber W.J.S.No.89, folio 98 etc., is authorized upon default to sell the real estate in said mortgage mentioned and conveyed, and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the Power of sale in said mortgage contained by a sale of said property.

Now the condition of the above obligation is such, that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity, in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Wm. E. Daugherty. Clarence P. Lankford (SEAL)

Joseph W. Disharoon (SEAL)
Warren F. Sterling (SEAL)

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Which said bond was thus thereon endorsed, to wit:

The above bond approved this 1st day of June, 1933.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte.)	No.4490 Chancery,
Trust created by mortgage from Ernest W. Mimms)	In the Circuit Court
and Ruby R. Mimms, his wife, to the "Bank of Cris-)	For Somerset County.
field," 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 contained in a mortgage from Ernest W. Mimms and Ruby R. Mimms, his wife, to the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, bearing date the eighteenth day of March, in the year nineteen hundred and twenty-five, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.89, folio 98 etc., and duly authorized 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 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 more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Post Office in the Town of Crisfield, Maryland, on Saturday, the tenth day of June, in the year nineteen hundred and thirty-three, at or about the hour of 2.30 o'clock P.M., and them 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 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, being the same and all the real estate and premises conveyed unto the said Ernest W. Mimms by Cornelius W. Sterling and wife, by deed bearing date the fourth day of August, in the year nineteen hundred and nineteen, and recorded among the said Land Records in Liber W.J.S.No.78, folio 530 etc., and is also all the real estate and premises conveyed unto the said Cornelius W. Sterling by A.Lincoln Dryden and Effie C. Dryden, his wife, by deed bearing date the fourteenth day of May, in the year nineteen hundred and nineteen, and recorded among said Land Records in Liber W.J.S.No.78, folio 219 etc., and being also all the real estate and premises which were conveyed unto the said A. Lincoln Dryden and Effie C. Dryden, his wife by two deeds, one from Martin L. Sterling and wife bearing date the first day of July, in the year nineteen hundred and five, and recorded among said Land Records in Liber O.T.B.No.40, folio 589 etc., and the other from King A. Horsey bearing date the second day of August, in the year nineteen hundred and ten, and recorded among said Land Records in Liber S.F.D.No.54, folio 391 etc., and is also fully described in said mortgage, whereupon the "Bank of Crisfield," 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 Forty-nine hundred dollars ($4,900.00) all of which has been paid in cash.

And your attorney prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted. Clarence P. Lankford, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of June, in the year nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, aforesaid, personally appeared Clarence P. Lankford, the 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:

Clarence P. Lankford, Ex parte.	)	
Trust created by mortgage from Ernest W.	)	No.4490 Chancery,
Mimms and Ruby R. Mimms, his wife, to the	)	In the Circuit Court
"Bank of Crisfield," a body corporate.	)	For Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 14th day of June, hineteen hundred and thirty-three, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Ernest W. Mimms and Ruby R. Mimms, 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 17th day of July next, provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 14th day of July, next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 5th day of September, in the year nineteen hundred and thirty-three, comes again into Court here the said Attorney and on motion of the said Attorney, the Court here passed the following order to wit:

Clarence P. Lankford, Exparte.	)	
Trust created by mortgage from Ernest W.Mimms	)	No.4490 Chancery
and Ruby R. Mimms, his wife, to the "Bank of	)	In the Circuit Court
Crisfield, a body corporate.	)	For Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 5th day of September, nineteen hundred and thirty-three, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, attorney named in a mortgage from Ernest W. Mimms and Ruby R. Mimms, his wife, to the "Bank of Crisfield, a body corporate, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

Robt. F. Duer, 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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September, 1933.

Clarence P. Lankford, Ex Parte.	) Be it remembered that heretofore
Trust created by mortgage from Carrie M.	) to wit, on the 19th day of June,
Wilson to the Bank of Crisfield, a body	) in the year nineteen hundred and
corporate, and assigned by the said Bank	) thirty-three, a certain Clarence P.
of Crisfield to Marion V. Tawes.	) Lankford of Somerset County and
No.4492 Chancery.	) 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 from a certain Carrie M. Wilson of said county and state, which said mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 9th day of August, in the year nineteen hundred and twenty-three, by Carrie M. Wilson, of Somerset County, in the State of Maryland, Whereas, the said Carrie M. Wilson has this day borrowed from the "Bank of Crisfield," a body corporate existing under the laws of the State of Maryland, the sum of Six Hundred Dollars ($600.00) which the said the "Bank of Crisfield," a body corporate as aforesaid, has advanced and loaned to the said Carrie M. Wilson to enable the said Carrie M. Wilson to complete the purchase of the real estate hereinafter described this day conveyed unto the said Carrie M. Wilson by Marion S. Cottman and Louisa W. Cottman, his wife, and which said sum so advanced has been paid by the said the "Bank of Crisfield," a body corporate as aforesaid, to the said Marion S. Cottman and Louisa W.Cottman on account of the purchase money for said real estate, and whereas, the said Carrie M. Wilson has executed and delivered unto the said the "Bank of Crisfield," a body corporate as aforesaid her promissory note for said sum of Six Hundred Dollars ($600.00) 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 Carrie M. Wilson 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 Carrie M. Wilson has 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 those lots or parcels of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, being the same and all the real estate and premises conveyed unto the said Carrie M. Wilson by Marion S. Cottman and Louisa W. Cottman, his wife by deed bearing even date herewith, not yet delivered or recorded, but intended to be delivered and recorded among the Land Records of Somerset County cotemporaneously with this mortgage, and further described as follows,

(First) All that lot or parcel of land on the East side of Fourth Street (formerly called Eighth Street, fronting fifty (50) feet on said Fourth Street, and running back a distance of one hundred (100) feet, being the same and all the real estate and premises conveyed unto the said Marion S. Cottman by Oliver S. Horsey and wife by deed bearing date the third day of February, in the year eighteen hundred and ninety-three, and recorded among the said Land Records of Somerset County in Liber H.F.L.No.13, folio 128 etc., and

(Second) All that lot or parcel of land in the rear of the lot above described, the same being fifty (50) feet wide by one hundred (100) feet deep, being the same and all the real estate and premises conveyed unto the said Louisa W. Cottman by Oliver S. Horsey and wife by deed bearing date the third day of February, in the year eighteen hundred and ninety-three, and duly recorded among the said Land Records in Liber H.F.L.No.13, folio 129, 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 Mortgagor shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said promissory note and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the 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 Carrie M. Wilson does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or Clarence P. Lankford, its and their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner 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 Mortgagor or to whoever may be entitled to the same, and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagor, or any person in her behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, 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 Six 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 insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with

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interest from the date of payment as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor

Test: Fred N. Holland. Carrie M. Wilson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 9th day of August, 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, aforesaid, personally appeared Carrie M. Wilson the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed, and at the same time and place also personally appeared before me Warren F. Sterling, president of the "Bank of Crisfield," mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Fred N. Holland,
Justice of the Peace.

Received for record August 11th, 1923, and recorded in Liber W.J.S.No.88, folio 148, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Assignment.

The "Bank of Crisfield," (a body corporate) hereby assigns the within mortgage and the note thereby secured to Marion V. Tawes, without recourse.

Witness the corporate seal of said "Bank of Crisfield," and the hand of Warren F. Sterling, the president thereof this tenth day of December, 1931. The amount due on this mortgage is Four Hundred and fifty dollars ($450.) with interest from August 9, 1931.

Witness: J. Coyne Sterling, Cashier. Seal of Bank. Warren F. Sterling, President of "Bank of Crisfield.

Filed for record December 12th, 1931, and recorded in Liber W.J.S.No.88, folio 149,

Test: J. Millard Tawes, 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, 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 One Thousand 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 16th day of June, in the year nineteen hundred and thirty-three.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Carrie M. Wilson to the "Bank of Crisfield, a body corporate, bearing date the ninth day of August, in the year nineteen hundred and twenty-three, and recorded among the Land Records of said Somerset County in Liber W.J.S.No.88, folio 148 etc., (which said mortgage has been assigned by the said the "Bank of Crisfield," a body corporate unto Marion V. Tawes, 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 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 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)

Benson W. Sterling. Edward P. Wyatt (SEAL)

Lorie C. Quinn, Sr., (SEAL)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 19th day of June in the year nineteen hundred and thirty-three.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 6th day of July, in the year nineteen hundred and thirty-three, 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:

Clarence P. Lankford, Ex-parte	)	No. 4492 Chancery.
Trust created by mortgage from Carrie M.	)	In the Circuit Court
Wilson to the "Bank of Crisfield", a body	)	for Somerset County.
corporate, and assigned by the said the	)	
"Bank of Crisfield",a body corporate, to	)	
Marion V. Tawes.	)	
	)	

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 Carrie M. Wilson to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the ninth day of August, in the year nineteen hundred and twenty-three, and duly recorded among the Land Records of said Somerset County in Liber W.J.S.No.88 folio 148 etc (which said mortgage has been assigned by the said the "Bank of Crisfield", a body corporate as aforesaid, unto Marion V. Tawes per assignment duly recorded among said Land Records), and duly authorized by said mortgage (default having occurred in the covenants and conditions therein), to sell the real estate in said mortgage described and conveyed , respectively 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 twenty days notice, before the day of sale, 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 Pose Office in Crisfield, Maryland, on Saturday the first day of July, in the year nineteen hundred and thirty-three, at or about the hour of 2.30 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 offered at public sale to the highest bidder, all those lots or parcels of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the East side of South Fourth Street, fronting fifty feet on said South Fourth Stree, and running back a distance of two hundred feet, being the same and all the real estate and premises conveyed unto the said Carrie M. Wilson by Marion S. Cottman and Louisa W. Cottman, his wife, by deed bearing date the ninth day of August, in the year nineteen hundred and twenty-three, and recorded among the said Land Records in Liber W.J.S.No. 87 folio 353 etc, said property consisting of two lots, one described in a deed to the said Marion S. Cottman from Oliver S. Horsey and wife, bearing date the third day of February, in the year eighteen hundred and ninety- three, and recorded among said Land Records in Liber H. F. L. No. 13 folio 128, and the other to the said Louisa W. Cottman from the said Oliver S. Horsey and wife bearing date the third day of February, in the year eighteen hundred and ninety-three, and recorded among said Land Records in Liber H.F.L. No. 13 folio 129, and is also fully described in said mortgage, whereupon Marion V. Tawes

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of said Somerset County. being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Nine Hundred dollars ($900.00), whereof the said purchaser paid the sum of Three Hundred dollars in cash, and gave her bond for the residue, to-wit the sum of Six Hundred dollars, payable on the ratification of said sale by this Court.

And your Attorney prays the ratification of his said proceedings and of the sale by him made.

Respectfylly submitted. Clarence P. Lankford

Attorney named in said mortgage.

State of Maryland, Somerset County, to-wit:-

I hereby certify that on this 6th day of July, nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, attorney as aforesaid, 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, Ex-parte,	)	
Trust created by mortgage from Carrie M.	)	No. 4492 Chancery.
Wilson to the "Bank of Crisfield", a body	)	In the Circuit Court for
corporate, and assigned by the said the	)	Somerset County.
"Bank of Crisfield", to Marion V. Tawes.	)	
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 6th day of July, nineteen hundred and thirty-three, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, attorney named in a mortgage from Carrie M. Wilson to the "Bank of Crisfield", a body corporate, and assigned by the "Bank of Crisfield unto Marion V. Tawes be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 9th day of August next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 5th day of September in the year nineteen hundred and thirty three comes again into Court here the said Attorney and on motion of the said Attorney the Court here passed the following order to wit:

Clarence P. Lankford, Ex-parte,	)	
Trust created by mortgage from Carrie M.	)	No. 4492 Chancery.
Wilson to the "Bank of Crisfield", a body	)	In the Circuit Court
corporate, and assigned by the said the	)	for Somerset County.
"Bank of Crisfield" to Marion V. Tawes.	)	
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 5th day of September, nineteen hundred and thirty-two, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Carrie M. Wilson to the "Bank of Crisfield", a body corporate, and assigned by the said the "Bank of Crisfield" to Marion V. Tawes, be and the same in hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed on 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.

***

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 the said county, on the first Monday in January being the third day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

Clarence P. Lankford, Ex-parte, Trust created by mortgage from Charles T. Laird and Mayme Laird, his wife. to Warren F. Sterling and assigned by said Warren F. Sterling to the "Bank of Crisfield", a body corporate.	Be it remembered that heretofore to wit, on the 21st day of December, nineteen hundred and thirty-two 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 the Original of a certain mortgage executed and delivered to Warren F. Sterling by a certain Charles T. Laird and wife, of said county and state, which

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said original mortgage is in the wofds following, to wit:

This Mortgage, made this 4th day of September in the year nineteen hundred and thirty-one, by Charles T. Laird and Mamye Laird, his wife, of Somerset County, in the State of Maryland:- Whereas, the said Charles T. Laird and Mamye Laird, his wife, have this day borrowed from Warren F. Sterling, of said County and State, the sum of FIFTEEN HUNDRED DOLLARS ($1,500.00), and have executed and delivered unto the said Warren F. Sterling their promissory note for said sum of FIFTEEN HUNDRED DOLLARS ($1,500.00), dated evenly herewith, payable to the said Warren F. Sterling 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 Charles T. Laird and Mayme Laird, his wife, have agreed to execute this mortgage.

Now therefore this Mortgage Witnesseth, that in consideration of the premises the said Charles T. Laird and Mamye Laird, his wife, have granted and by these presents do grant and convey unto the said Warren F. Sterling, his heirs and assigns, all those lots or parcels of land situate, lying and being in Crisfield District, Somerset County, in the State of Maryland, and described as follows, (FIRST), All that lot or parcel of land in said Crisfield District, County and State aforesaid, containing two acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Charles T. Laird by Lauretta Daniels and Ebmer H. Daniels by deed bearing date the tenth day of June, in the year nineteen hundred and fifteen, and recorded among the Land Records of said Somerset County in Liber W.J.S.No. 68 folio 334 &c. except so much thereof as has been conveyed by the said Charles T. Laird unto Willie E. Laird by deed bearing date the twenty-second day of June, in the year nineteen hundred and sixteen, and recorded among said Land Records in Liber W.J.S.No. 70 folio 596, and (SECOND), All those two lots or parcels of land in said Crisfield District, County and State aforesaid, one containing one-half of an acre of land, more or less, and the other containing fourteen thousand, six hundred and sixteen square feet of land, more or less, being the same and all the real estate and premises conveyed unto the said Charles T. Laird by John D. Laird and Willie E. Laird his wife, by deed bearing date the twenty-second day of June, in the year nineteen hundred and sixteen, and recorded among said Land Records in Liber W.J.S.No.70 folio 595,-----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, appurte ances and advantages therto 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 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 T. Laird and Mamye Laird, 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 accure, 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 representative 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 purchasess 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, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there by) 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 sald 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

WITNESS the hands and seals of said mortgagors.

Test: Chas. T. Laird (SEAL)

Murtle V. Gorsuch Mayme Laird (SEAL)

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January, 1933

STATE OF MARYLAND, Somerset County, to-wit:

I HEREBY CERTIFY, That on this 4th day of September in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Charles T. Laird and Mamye Laird, his wife, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgaged to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling 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 last above written.

Seal of Notary — Myrtle V. Gorsuch, Notary Public.

Received for Record September 5th, 1931, and recorded in Liber J.M.T. No. 103, folio 16 etc. one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage and the note secured thereby to Bank of Crisfield, a body corporate, without recourse, Witness my hand and seal this 19th day of January, 1932.

Warren F. Sterling (seal)

Witness-

J. Coyne Sterling

Filed for Record January 20th, 1932, and recorded in Liber J.M.T. No. 103, folio 16.

Test: J. Millard Tawes, Clerk

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

Know all men by these presents, that we, Clarence Pl 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 Fifteen 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 bond 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 20th day of December, nineteen hundred and thirty two.

WHEREAS, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, bearing date the 4th day of September, nineteen hundred and thirty-one, and among the Land Records of Somerset County in Liber J.M.T.No.103 folio 16 etc, (which said mortgage has been duly assigned by the said Warren F. Sterling unto the Bank of Crisfield", a body corporate by assignment duly recorded among the said Land Records), and by virtue of an order of the United States District Court for the District of Maryland, passed on the 29th day of November, nineteen hundred and thirty-two, in the matter of the said Charles T. Laird, bankrupt, 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 said mortgage and order, 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.

Clarence P. Lankford (seal)
Warren F. Sterling (seal)
Wm. E. Daugherty (seal)

Witness:-
Joseph W. Disharoon

Which said bond was thus thereon endorsed to wit:

The within bond approved this 21st day of December, 1932.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 17th day of January in the year 1933, 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:

Clarence P. Lankford, Ex-parte, Trust created by mortgage from Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, and assigned by said Warren F. Sterling to the "Bank of Crisfield" a body corporate	No. 4453 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 Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, bearing date the fourth day of September, in the year nineteen hundred and thirty-one, and duly recorded among the Land Records of said Somerset County in Liber J.M.T.No.103 folio 16 etc, (and duly assigned by the said Warren F. Sterling to the "Bank of Crisfield" a body corporate, by assignment duly recorded among said Land Records), and by virtue of an order of the United States District Court for the District of Maryland, passed in the matee of the said Charles T. Laird, Bankrupt, and fuly 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 requisits, 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 said Somerset County, 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 thirty-first day of December, in the year nineteen hundred and thirty-two, 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 those lots or parcels of land situate, lying and being in Crisfield District, Somerset County, in the State of Maryland, and described as follows, (First), all that lot or parcel of land, containing two acres, more or less, being the same and all the reat estate and premises conveyed unto the said Charles T. Laird by Lauretta Daniels and Elmer H. Daniels by deed bearing date the tenth day of June, nineteen hundred and fifteen, and recorded among the Land Records of said Somerset County in Liber W.J.S. No.68 folio 334 etc, except so much thereof as has since been conveyed by the said Charles T. Laird unto Willie E. Laird by deed bearing date the twenty-second day of June, nineteen hundred and sixteen, and recorded among said Land Records in Liber W.J.S.No.70 folio 596 etc, and (Second) all those two lots or parcels of land, one containing one-half of an acre, more or less, and the other containing fourteen thousand, six hundred and sixteen square feet, more or less, being the

same and all the real estate and premises conveyed unto the said Charles T. Laird by John D. Laird and Willie E. Laird, his wife, by deed bearing date the twenty-second day of June, nineteen hundred and sixteen, and recorded among said Land Records in Liber W.J.S.No. 70 folio 595, and which said real estate is also fully described in said mortgage, whereupon the "Bank of Crisfield" 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 Five Hundred Dollars ($500.00) all of which has been fully apid to your attorney in cash.

And your Attorney has distributed the proceeds of said sale, as follows:-

By the whole amount of sales.		$500.00.
To costs and expenses:-		
To Court costs, including record.	$ 10.50	
" State and County taxes	15.56	
" Advertising sale and order nisi.	25.00	
" Auctioneer $3.00, Solicitor $10.00.	13.00	
" Commissions.	39.00	
Balance of this fund to the "Bank of Crisfield", assignee of the mortgage in this cause, on account of mortgage debt.	396.94	$500.00

Statement of mortgage debt due the "Bank of Crisfield", assignee, per mortgage in this cause:-

Amount of mortgage debt September 4th 1931.	1,500.00.
Interest from date to date of sale.	85.00
Total amoung due on the day of sale	1,585,00
Less amoung realized and allowed as above	396.94
Balance due the "Bank of Crisfield", assignee.	1,188.06

And your Attorney prays the ratification of his said proceedings, and the sale and distribution of the proceeds thereof 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 January, in the year nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, the attorney named in the above report of sales, and made oath in due form of law that the matters and things states 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, Ex-parte, Trust created by mortgage from Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, and assigned by said Warren F. Sterling to the "Bank of Crisfield", a body corporate.	No. 4453 Chancery. In the Circuit Court for Somerset County.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 17th day of January, nineteen hundred and thirty-three, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, and assigned by the said Warren F. Sterling 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 February 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 13th day of February next.

The report states the amount of sales to be $500.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 25th day of February in the year nineteen hundred and thirty-three comes again into Court here the said Attorney and on motion of the said Attorney the Court here passed the following order to wit:

Clarence P. Lankford, Ex-parte, Trust created by mortgage from Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, and assigned by said Warren F. Sterling to the "Bank of Crisfield", a body corporate. 6	No. 4453 Chancery. In the Circuit Court for Somerset County.

Ordered by the Circuit Court for Somerset County, this 25th day of February nineteen hundred and thirty three, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, attorney named in a mortgage from Charles T. Laird and Mayme Laird, his wife, to Warren F. Sterling, and assigned by the said Warren F. Sterling to the "Bank of Crisfield", a body corporate, and the distribution of the proceeds of said sale by him made, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

Robt. F. Duer, Judge.

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

Per: J. Millard Tawes, Clerk.

M40178

January, 1933

John B. Robins, Ex parte
Trust created by Mortgage from
Argie G. Sterling and Josie Wilson Sterling, his wife, to Paul Cullen, and assigned by Paul Cullen to A. Augustus Sterling, and assigned by A. Augustus Sterling to John B. Robins, Attorney, for purpose of foreclosure.

Be it Remembered that heretofore to wit, on the 27th day of July, nineteen hundred and thirty-three a certain John B. Robins 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 Paul Cullen by a certain Argie G. Sterling and Josie Wilson Sterligg, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

This Mortgage, made this 18th day of December in the year nineteen hundred and twenty-five, by Argie G. Sterling and Josie Wilson Sterling, his wife, of Somerset County, in the State of Maryland:-

Whereas, the said Argie G. Sterling and Josie Wilson Sterling, his wife, have this day borrowed from Paul Cullen, of said County and State, the sum of Twenty-five Hundred Dollars ($2,500.00), and have executed and delivered unto the said Paul Cullen their promissory note for said sum of Twenty-five Hundred Dollars ($2,500.00), dated evenly herewith, payable to the said Paul Cullen two years after date, with interest from date, which said interest is to be paid sem-annually; and whereas, for the purpose of futher securing the payment of said sum of money, withiinterest, and payable as aforesaid, the said Argie G. Sterling and Josie Wilson Sterling, his wife, have agreed to execute this mortgage.

Now therefore this Mortgage Witnessetn, that in consideration of the premises and the sum of five dollars in hand paid, the said Argie G. Sterling and Josie Wilson Sterling, his wife, have granted and by these presents do grant and convey unto the said Paul Cullen, his heirs and assigns all those lots or parcels of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, and described as follows, (First),- All that lot or parcel of land in said Asbury District, County and State aforesaid, on the West side of the County Road leading from James H. Cullen's store to L. Dow Mister's store, fronting eighty-five (85) feet on said County Road, being the same and all the real estate and premises conveyed unto the said Josie Wilson Sterling by Robert H. Sterling and wife by deed bearing date the seventh day of October, in the year nineteen hundred and twenty-four, and recorded among the Land Records of Somerset County in Liber W.J.S.No.91 folio 131 etc, and (Second),- All those lots or parcels of land in said Asbury District, County and State aforesaid, the same being all the real estate and premises conveyed unto the said Argie G. Sterling by John T. Bozman, Elijah E. Sterling and others by deed bearing date the eighteenth day of November, in the year nineteen hundred and twenty, and recorded among the said Land Records of Somerset County in Liber W.J.S.No.84 folio 17 etc, and is also all the real estate and premises conveyed unto the said John T. Bozman, Elijah E. Sterling and others by A. Augustus Sterling by deed bearing date the twenty-sixth day of February, in the year nineteen hundred and fourteen, and recorded among said Land Records in Liber W.J.S.No.66 folio 73 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 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 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, p blic dues, charges, mortgage debt and interest aforesaid, the said Argie G. Sterling and Josie Wilson Sterling, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal 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 cahs, 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 amoung of at least twenty-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, 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 mortagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness here-

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by 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: Argie G. Sterling (Seal)

Fred N. Holland Josye W. Sterling (Seal)

STATE OF MARYLAND, Somerset County to wit:

I HEREBY CERTIFY, That on this 18th day of December in the year nineteen hundred and twenty-five, before me, the subscfiber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Argie G. Sterling and Josie Wilson Sterling, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place personally appeared before me Paul Cullen, the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is trus and bona fide as therein set forth,

Fred N. Holland
Justice of the Peace.

Received for Record December 19th, 1925 and recorded in Liber W.J.S. No. 89, folio 336 etc. one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage and the note secured thereby to A. Augustus Sterling, without recourse. The balance due on said mortgage and note as of this date is Thirteen hundred seventy-two dollars and fifty cents ($1372.50). Witness my hand and seal this twenty-fourth day of September, nineteen hundred and thirty-two.

Witness- Paul Cullen (Seal)

Warren F. Sterling

Filed for Record September 26th, 1922, and recorded in Liber W.J.S. No. 89 folio 337

Test: J. Millard Tawes, Clerk.

And thereupon the said Attorney 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 and successors jointly and severally firmly by these presents, sealed with our seals and dated this 28th day of July, nineteen hundred and thirty-three.

WHEREAS, by a mortgage dated the 18th day of December, 1925, from Argie C. Sterling and Josie Wilson Sterling, his wife, to Paul Cullen, which said mortgage is now held by A. Augustus Sterling and has been assigned to the above bound John B. Robins, Attorney, for the purpose of foreclosure, default having been made in the covenants thereof, and the said assignee is about to sell the property named in the mortgage.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound John B. Robins, do and shall well and faithfully perform and execute his duty as Attorney to sell the mortgaged property and shall abive 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. In testimony whereof, the above bound John B. Robins 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, per power of attorney bearing

date the sixteenth day of July, in the year nineteen hundred and twenty-six, and recorded among the Land Records of Somerset County in Liber G.W.L.No.93 folio 287, the day and year first above written.

John B. Robins (SEAL)

Witness Alice R. Jones

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By: Frederick E. Gardner (SEAL)
Attorney in Fact, per power of attorney, duly recorded.

Which said bond was thus thereon endorsed to wit:

The within bond approved August 1st, 1933.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 13th day of September in the year nineteen hundred and thirty-three, 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 B. Robins, Ex parte Trust created by Mortgage from Argie G. Sterling and Josie Wilson Sterling, his wife, to Paul Cullen to A. Augustus Sterling, to John B. Robins, Attorney, for purpose of foreclosure.	No. 4500 Chancery In the Circuit Court for Somerset County, Md. In Equity

To the Honorable the Judges of said Court:

The report of John B. Robins, Attorney, the assignee for the purpose of foreclosure in and under a mortgage from Argie G. Sterling and Josie Wilson Sterling, his wife, to Paul Cullen, bearing date the 18th day of December, 1925, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S.No.89, filio 336 etc., which mortgage was assigned by the said Paul Cullen to A. Augustus Sterling by assignment bearing date the 24th day of September, 1932, and recorded among the Land Records as aforesaid in Liber W.J.S.No. 89, filio 337 etc., and which said mortgage was assigned to John B. Robins, Attorney, for the purpose of foreclosure, default having occurred in the covenants and conditions of said mortgage, 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 mortgagee, and having given the required notice of the time, place, manner and terms of sale, by advertisement 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, attent in front of the door of the Post Office in Crisfield, Somerset County, Maryland, on Saturday, August 19, 1933, at or about the hour of 2 o'clock P.M., and then and there proceeded to sell the said real estate, being the real estate mentioned and described in said mortgage, that is to say:

FIRST:

All that lot or parcel of land, situate, lying and being in Asbury District, Somerset County, State of Maryland, on the west side of County Road leading from James M. Cullen's store to L. Dow Mister's store, and beginning for the same on the west side of the aforesaid County Road, at the wouth-west corner of the land of Bessie F. Sterling, thence running in a westerly direction, by and with the land of the said Bessie F. Sterling, to the land of Littleton W. Sterling (formerly belonging to Edward Sterling), thence in a southerly direction by and with the land of the said

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Littleton W. Sterling, and parallel with the said County Road, a distance of eighty-five (85) feet, thence in an easterly direction and parallel with said first mentioned line, and by and with the reserved land of Robert H. Sterling, to the aforesaid County Road, and thence in a northerly direction, by and with the said County Road, a distance of eighty-five (85) feet, to the place of beginning,-- the same being all the real estate and premises conveyed unto Josie Wilson Sterling by Robert H. Sterling and Lillie L. Sterling, his wife, by deed dated October 7, 1924, and recorded among the aforesaid Land Records in Liber W.J.S.No. 91, folio 131, etc., to which said deed and records special reference is here made for a more accurate description of the lands and premises hereby sold. The said property is improved by a substantial residence and garage.

And the said John B. Robins, Attorney, assignee as aforesaid, sold the same to A. Augustus Sterling, of Somerset County, Maryland, at and for the sum of Nine Hundred Dollars ($900.00 and the said purchaser has complied with the terms of sale by paying cash.

SECOND:

All those lots or parcels of land in said Asbury District, Somerset County, in the State of Maryland, the same being all the real estate and premises conveyed unto Argie G. Sterling by John T. Bozman, Elijah E. Sterling et al, by deed dated November 18, 1920, and recorded among the aforesaid Land Records in Liber W.J.S.No. 84, folio 17 etc., and being the same real estate and premises conveyed unto the said John T. Bozman, Elijah E. Sterling, et al, by A. Augustus Sterling, by deed dated February 26, 1914, and recorded in Liber W.J.S.No. 66, folio 73 etc. This property is improved by a crab or oyster house, and is all that part of Lot No. 3 and Lot No. 4 as laid down on a plat filed with and as a part of the Trustee's Report of Sales in No. 1418 Chancery Docket, in the Circuit Court for Somerset County, that lies on the east side of a private road laid down on said plat, together with the riparian rights to said land belonging and with a right of way, as appurtenant to the land hereby sold, over the private road laid down on the aforesaid plat, and special reference is here made to the plats, deeds and records aforesaid, for a more accurate description of the lands and premises hereby sold.

And the said John B. Robins, Attorney, assignee as aforesaid, sold the same to A. Augustus Sterling, of Somerset County, Maryland, at and for the sum of Twenty-Five Dollars ($25.00) and the said purchaser was the highest and best bidder therefor, and the highest and best bidder for the property sold under first item, and the said purchaser has complied with the terms of sale by paying cash.

And the said Assignee named in said mortgage as aforesaid, brings into this Court the moneys arising from said sales, and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

John B. Robins
ASSIGNEE FOR THE PURPOSE OF FORECLOSURE

State of Maryland

Somerset County, to wit:

I hereby certify that on this 12th day of September, 1933, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared John B. Robins, Attorney, the assignee named in the aforegoing mortgage for the purpose of foreclosure, and named in the foregoing report of sales, and he made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belief, and that the said sales therein reported were 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 Trust created by Mortgage from Argie G. Sterling and Josie Wilson Sterling, his wife, to Paul Cullen, and assigned by Paul Cullen to A, Augustus Sterling, and assigned by A. Augustus Sterling to John B. Robins Attorney, for the purpose of foreclosure.	No. 4500 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 13th day of September, 1933, that the report of John B. Robins, Attorney, assignee named in mortgage for the purpose of foreclosure, 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 16th day of October, 1933, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 14th day of October, 1933.

The report states the total amoung of sales to be $925.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 27th day of October in the year 1933, comes again into Court here the said Attorney and on motion of the said Attorney the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceding order NISI has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 27th day of October, 1933, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the report of John B. Robins, Attorney, the assignee named in said mortgage, and the sales 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 Tawes, Clerk.

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H. Fillmore Lankford, Ex parte
Trust created by mortgage from
Henry R. Burroughs to Carrie L.
Windsor.

Be it remembered that heretofore to wit, on the 27th day of November, 1918 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 Carrie L. Windsor by a certain Henry R. Burroughs of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 19th day of November in the year nineteen hundred and eighteen by Henry R. Burroughs of Hartford County and State of Maryland

WHEREAS the said Henry R. Burroughs is justly and bona fide indebted unto Carrie L. Windsor of Baltimore City, Maryland, in the full sum of One Thousand Dollars ($1000.00), the same being a part of the purchase money for the hereinafter described land, and has given to the said Carrie L. Windsor his bill obligatory, dated evenly herewith, for said principal sum, payable one year after date, with interest from date payable sem-annually from date hereof, and to better and further secure the payment of which said principal sum, with interest as aforesaid, this mortgage is executed

NOW THEREFORE THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of Five Dollars ($5.00), the receipt of which is hereby acknowledged, the said Henry R. Burroughs does grant and convey unto the said Carrie L. Windsor, her heirs and assigns, in fee simple, all that tract of land, situate, lying and being in Dames Quarter Election District, Somerset County, Maryland, near the County Road in said district leading to the "Shore Side" in said district, known as the "Ford Place," and adjoining the lands of Bertha M. Kelly, S. Frank Dashiell and Martha V. Todd.

It being the same land which was conveyed or intended to be conveyed unto the said Henry R. Burroughs by the said Carrie L. Windsor by deed dated and recorded simultaneously herewith.

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 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 Henry R. Burroughs 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 Harry C. Dashiell, her 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 allowes 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 by) 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 pitches 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 amoung of at least Six 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 personal representatives and assigns, to the extent of the bien 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 here y 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: Henry R. Burroughs (Seal)

John R. Hooper

STATE OF MARYLAND, Baltimore City, to wit:

I hereby Certify, That on this 19th day of November in the year nineteen hundred and eighteen before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Henry R. Burroughs the mortgagor named in the foregoing mortgage and did acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Carrie L. Windsor, 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 have hereunto set my hand and affixed my Notarial Seal the day and year above written

Seal of Notary — John R. Hooper, Notary Public

Received for Record November 27th, 1918, and recorded in Liber W.J.S. No. 75 folio 282 etc. one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received, I hereby assign the within mortgage to the Bank of Somerset, Princess Anne, Maryland. Witness my hand and seal this first day of June, 1923.

Witness: W. Walton Windsor Carrie L. Windsor (Seal)

Filed for Record June 5th, 1923 and recorded in Liber W.J.S. No. 75 folio 282

Test: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received, and for the purpose of collection and foreclosure, the Bank of Somerset, a body corporate, hereby assigns the within and foregoing mortgage to H. Fillmore Lankford. Witness the signature of William B. Spiva, President of Bank of Somerset, and the corporate seal of said body corporate, this 18th day of August, 1933.

(SEAL)

Wm. B. Spiva
President of Bank of Somerset

Witness:

Samuel H. Sudler

Cashier of Bank of Somerset

Filed for Record August 21st, 1933 and recorded in Liber W.J.S. No 75 folio 282.

Test: J. Millard Tawes, Clerk.

And thereupon the said Assignees 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 three thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of August, nineteen hundred and thirty-three.

Whereas by mortgage dated the 19th day of November, 1918, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S.No.75, folio 282 etc, a certain Henry R. Burroughs granted to Carrie L. Windsor certain real estate in said Somerset County to secure the payment of the sum therein mentioned, and whereas by assignment dated the 1st day of June, 1923, recorded among said records in Liber W.J.S.No.75, folio 282, the said Carrie L. Windsor assigned said mortgage to the Bank of Somerset, a body corporate, and whereas after default had occurred in the conditions, covenants and agreements of said mortgage, by assignment dated the 18th day of August, 1933, recorded among said records in Liber W.J.S.No.75, folio 282, the said Bank of Somerset assigned said mortgage to the said H. Fillmore Lankford for the purpose of collection and foreclosure, and whereas the said H. Fillmore Lankford, as assignee of said mortgage and by virtue of the power and authority contained in said mortgage, is about to exercise the power of sale contained in said mortgage by a sale of the real estate conveyed by said mortgage.

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.

Witness:

Leoma W. Davis

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

The within bond and sureties are hereby approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 20th day of September in the year, 1933, 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:

H. Fillmore Lankford, Ex parte	No. 4508 Chancery, in the Circuit Court for Somerset County, Maryland. Trust created by mortgage from Henry R. Burroughs to Carrie L. Windsor, assigned to Bank of Somerset and assigned by Bank of Somerset to H. Fillmore Lankford, for purpose of foreclosure.

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

The report of H. Fillmore Lankford, Assignee for the purpose of foreclosure of a mortgage from Henry R. Burroughs to Carrie L. Windsor, dated the 19th day of November, 1918, recorded among the land records of Somerset County in Liber W.J.S.No.75, folio 282 etc, assigned by said Carrie L. Windsor to the Bank of Somerset by assignment dated the 1st June, 1923, recorded among said records in Liber W.J.S.No.75 folio 282, and assigned by said Bank of Somerset to H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 18th day of August, 1933, recorded among said records in Liber W.J.S.No.75, folio 282, respectfully represents:

That after having given bond with approved security, as provided by law, conditioned for the faithful performance of the trust reposed in him in and by said mortgage, and after default had occurred in the covenants of said mortgage, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement on 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, in Somerset County, Maryland, on Tuesday, the 19th day of September, 1933, at or about the hour of two o'clock P.M., and then and there proceeded to sell the real estate conveyed by said mortgage at public auction, as follows:

He offered all that farm or tract of land in Dames Quarter District, in Somerset County, Maryland, containing forty-three and one-third acres, more or less, near the county road leading to the "Shore Side", adjoining the lands of Bertha M. Kelly, S. Frank Dashiell and Martha V. Todd and being the same and all the land which was conveyed to the said Henry R. Burroughs by the said Carrie L. Windsor by deed dated the 19th day of November, 1918, recorded among said records in Liber W.J.S.No.77, folio 173 etc, improved by a two-story frame dwelling house and outbuildings and sold the same to the "Bank of Somerset", a body corporate, it being the highest bidder therefor at and for the sum of thirteen hundred dollars.

And the said Assignee makes the following distribution of the fund arising from said sale:

Whole amount of sale,		
Clerk's fees, $11.00; Solicitor, appearance fee, $10.00,		$21.00
Advertising sale and order nisi, $22.50; Auctioneer, $2.00		24.50
State taxes, 1928,.....	$5.28	
State and county taxes, 1930.....	35.54	
State and county taxes, 1931.....	35.51	
State and county taxes, 1932.....	31.08	107.41
Assignee's Commissions per rule of Court,.....		89.00
Balance of principal of mortgage, ...	$200.00	
Interest June 5, 1930 to 19 Sept, 1933,.....	39.47	239.47
Judgment, Irving J. Wallace, use Bank of Somerset, 15 Nov, 1919, for	$362.50	

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January, 1933

Interest May 15, 1930 to 19 Sept, 1933.....	70.93	433.43	
Balance on account of judgment of Bank of Somerset, Jan. 30, 1923, for $586.27,.....		385.19	
		$1300.00	$1300.00

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

All of which is respectfully submitted.

H. Fillmore Lankford

Assignee of said mortgage.

State of Maryland, Somerset County to wit:

I hereby certify that on this 20th day of September, 1933, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the assignee mentioned in the foreoing 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.

J. Millard Tawes

Clerk of 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, Ex parte — No. 4508 Chancery, in the Circuit Court for Somerset County, Maryland. Trust created by mortgage from Henry H. Burroughs to Carrie L. Windsor, assigned to Bank of Somerset, and assigned by Bank of Somerset to H. Fillmore Lankford for purpose of foreclosure.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 20th day of September, nineteen hundred and thirty-three, 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 25th day of October, 1933; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 19th day of October, 1933.

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

J. Millard Tawes

Clerk of Circuit Court for Somerset County.

And now at this day to wit, on the 27th day of October in the year 1933, comes again into Court here the said Assignee and on motion of the said Assignee the Court here passed the following order to wit:

H. Fillmore Lankford Ex parte — No. 4508 Chancery, in the Circuit Court for Somerset County. Trust created by mortgage from Henry H. Burroughs to Carrie L. Windsor, assigned to Bank of Somerset and assigned by Bank of Somerset to H. Fillmore Lankford for purpose of foreclosurel

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 October, nineteen hundred and thirty-three 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.

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.

Paul Cullen
Vs.
Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson, Benjamin Stevenson, William Stevenson, the Bank of Crisfield, a body corporate and Wilson Waters, Trustee in Bankruptcy of John F. Stevenson
No. 4401 Chancery.

Be it remembered that heretofore, to wit, on the 1st day of June in the year 1932, a certain Paul Cullen by Clarence P. Lankford, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson, Benjamin Stevenson, William Stevenson, the Bank of Crisfield, a body corporate and Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, which said bill of complaint is in the words following to wit:

Paul Cullen.
Vs.
Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson, Benjamin Stevenson, William Stevenson, the Bank of Crisfield, a body corporate, and Wilson Waters, Trustee in Bankruptcy of John F. Stevenson.

No. 4401 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 Paul Cullen, of Somerset County, in the State of Maryland, respectfully represents:-

First.- That heretofore a certain Mary A. Coulbourn, late of Somerset County, in the State of Maryland, was in her lifetime seized and possessed of certain real estate, consisting of two tracts or parcels of land in Lawson's District, Somerset County, in the State of Maryland, which were conveyed unto the said Mary A. Coulbourn in a deed of partition among 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, one containing eight (8) acres, two (2) roods and thirty-one (31) perches of land, more or less, which is laid down and described as Lot No. Seven (7), cleared land, and the other containing twelve (12) acres and nine (9) perches of land, more or less, which is laid down and described as Lot No. One (1) woodland, on the plat filed with, and as a part of, the aforesaid deed of partition.

Second,- That being so thereof seized and possessed, the said Mary A. Coulbourn departed this life, intestate, in the month of June, in the year eighteen hundred and ninety-nine, leaving her husband, William J. Coulbourn, surviving her, (who is still living), and leaving surviving her, as her only heirs at law, William M. Coulbourn, a son, and Sadie Stevenson, a daughter, who married John F. Stevenson.

Third.- That the said William M. Coulbourn has been adjudicated a bankrupt, by the United States District Court for the District of Maryland, and Henry J. Waters, Gordon Tull and Isaac Henry Hall 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, bankrupt, in the above mentioned real estate unto your orator, the said Paul Cullen, and the said trustees conveyed the said undivided interest unto your orator, the said Paul Cullen, by deed bearing date the twenty fifth day of June, in the year nineteen hundred and thirty, and recorded among said Land Records in Liber G.W.L. No. 100 folio 377 etc, as will appear by a certified copy of

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said deed, herewith filed as a part of this deed, marked Exhibit "W.M.C.".

Fourth. That the said Sadie Stevenson departed this life, intestate, on the 15th day of November, in the year nineteen hundred and fifteen, leaving her husband, John F. Stevenson, surviving her (who is still living), and leaving as her only heirs at law the following, namely, Mary E. Bradshaw, a daughter, who married John Bradshaw, Sarah W. Stevenson, a daughter, Benjamin Stevenson, a son, and William Stevenson, a son.

Fifth.- That by deed bearing date the thirtieth day of December, in the year nineteen hundred and thirty, and recorded among the said Land Records in Liber G.W.L.No. 100 folio 568 etc, the said Sarah W. Stevenson conveyed all her interest in the aforesaid real estate unto your orator, the said Paul Cullen, as will more fully appear by a certified copy of said deed, herewith filed, as a part of this bill, marked Exhibit "S.W.S.".

Sixth.- That all the defendants in this cause are above the age of twenty-one years, except the said William Stevenson, who is an infant under the age of twenty-one years, and all reside in said Somerset County, in the State of Maryland, except the said John F. Stevenson and Benjamin Stevenson, who reside in Baltimore City, in the State of Maryland.

Seventh. That the "Bank of Crisfield", a body corporate, has recovered four judgments in the Circuit Court for Somerset County against your orator, Paul Cullen, one dated the 20th day of June, 1932, for the sum of $2,302.66, with interest from date, one dated the 19th day of December, 1931, for the sum of $3,209.07, with interest from date, one dated the 4th day of January, for the sum of $11,755.00, with interest from date, and the other dated the 3rd day of May, 1929, for the sum of $8,200.00, with interest from date, which said judgments are liens on the interest of your orator, Paul Cullen, in said real estate, and your orator is advised that the said the "Bank of Crisfield", a body corporate, is a proper party defendant in this cause.

Eighth.- That the said John F. Stevenson has been adjudicated a bankrupt by the United States District Court for the District of Maryland, and Wilson Waters was elected trustee in bankruptcy of the said John F. Stevenson, and your orator is advised that the said Wilson Waters, Trustee in Bankruptcy of the said John F. Stevenson, is a proper party defendant in this cause.

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 made division of said interests it will be necessary that the said real estate be sold, and the proceeds thereof divided among the parties entitled thereto, according to their respective interests therein, but your orator is 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 orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the writ of the State of Maryland, of subpoena directed to the said Mary E. Bradshaw and John Bradshaw, her husband, William Stevenson (infant), the Bank of Crisfield, a body corporate, and Wilson Waters, trustee in Bankruptcy of John F. Stevenson, of Somerset County, in the State of Maryland, and also the writ of the State of Maryland of subpoena directed to the said John F. Stevenson and Benjamin Stevenson, of Baltimore City, in the State of Maryland, commanding them and each of them to be and appear on 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

Exhibit "J.M.C." 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, Trustees 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 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., 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 unimproved 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 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 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 hereby 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)

Vernon White — Gordon Tull, Trustee (SEAL)

Witness as to Isaac Henry Hall — Isaac Henry Hall Trustee (SEAL)

Edwin A. Robinson

State of Mar land, 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 27th 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 names 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 26, 1930, and recorded in Liber G. W. L. No. 100, folio 377 one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the foregoing Deed is truly copied from Liber G. W. L. No. 100, folio 377 etc. one of the Land Records of Somerset County.

(SEAL) In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court this 27th day of May, 1932

J. Millard Tawes, Clerk.

Exhibit "S. W. S." referred to in the foregoing bill is in the words following, to wit:

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 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) pearches 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.

And the said Sarah W. Stevenson comenants 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.

Sarah W. Stevenson (SEAL)

Test:

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.

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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, Maryland hereby certify that the aforegoing Deed is truly copied from Liber G. W. L. No. 100 Folio 568 etc, one of the Land Records of Somerset County.

Seal of Court — In testimony whereof I have hereunto subscribed my name and affixed the Seal of said Court this 27th day of May 1932.

J. Millard Tawes, Clerk.

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:

SEAL — The State of Maryland, To Mary E. Bradshaw, John Bradshaw, William Stevenson, Bank of Crisfield, Wilson Waters, Trustee in bankruptcy of John F. 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 June next to answer the complaint of Paul Cullen against you & 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 May Anno Domini 1932 issued the 1st day of June Anno Domini 1932.

Per order
J. Millard Tawes Clerk.

MEMORANDUM:- You are required to file your answer or other defense in this cause in the Clerk's office within 15 days after return day of this subpoena.

J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL — The State of Maryland, To John F. Stevenson, Benjamin Stevenson 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 June next to answer the complaint of Paul Cullen against you & 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 May Anno Domini 1932 issued the 1st day of June Anno Domini 1932.

Per order
J. Millard Tawes, Clerk.

MEMORANDUM:- You are required to file your answer or other defense in this cause in the Clerk's office within 15 days after return day of this subpoena.

J. Millard Tawes, Clerk.

At which said first Monday in June in the year 1932, 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 first of the said writs 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 Bank of Crisfield, a body corporate, by service on Warren F. Sterling, president

and copy of subpoena left with said Warren F. Sterling, president, Summoned severally Mary E. Bradshaw, John Bradshaw and William Stevenson, and copy of subpoena left with each of them. The said William Stevenson has no parent or guardian in my bailiwick. Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, Non Eat.

Luther Daugherty, Sheriff.

At which said first Monday in June in the year 1932, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City, Joseph C. Deegan, to whom the second of the said writs 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.

Joseph C. Deegan. Sheriff.

And thereafter to wit, on the 21st day of December in the year 1932, the said Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, filed in Court here the following answer, to wit:

Paul Cullen Vs. Mary E. Bradshaw and others.	No. 4401 Chancery. In the Circuit Court for Somerset County.

To the Honorable, the Judges of the Circuit Court for Somerset County:-

The answer of Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, to the bill of complaint of Paul Cullen against him and others in this Court exhibited.

This defendant admits the matters and things set forth in the 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.

Wilson Waters,

Trustee in Bankruptcy of John F. Stevenson

And thereafter to wit, on the 21st day of December in the year 1932, the said Bank of Crisfield, a body corporate, filed in Court here the following answer, to wit:

Paul Cullen. Vs. Mary E. Bradshaw and others.	No. 4401 Chancery. In the Circuit Court for Somerset County.

To the Honorable, the Judges of the Circuit Court for Somerset County:-

The answer of the Bank of Crisfield, a body corporate, to the bill of complaint of Paul Cullen against it and others in this Court exhibited.

This defendant admits the matters and things set forth in the Seventh paragraph of said bill of complaint, but neither admits nor denies the other allegations of said bill of complaint.

And as in duty bound etc.

Bank of Crisfield

Per Warren F. Sterling, President

And thereafter, on the 24th day of December in the year 1932, the following Petition, order appointing Guardina, ad litem, and answer of infant by guardian was filed, to wit:

Paul Cullen. Vs. Mary E. Bradshaw and others.	No. 4401 Chancery. 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 in the above cause respectfully represents:-

That William Stevenson, 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 juris-

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diction of this Court to answer and defend for him.

The plaintiff therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainant.

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, this 24th day of December, in the year nineteen hundred and thirty-two, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for William Stevenson, infant defendant in the above cause.

Robt. F. Duer, Judge.

The answer of William Stevenson, 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 Paul Cullen 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 iggorant 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 24th day of December in the year nineteen hundred thirty-two, the following Petition, decree pro confesso and order to take testimony were filed, to wit:

Paul Cullen.	No. 4401 Chancery.
Vs.	In the Circuit Court for Somerset County.
Mary E. Bradshaw and others.	

To the Honorable, the Judges of the Circuit Court for Somerset County, in Equity.
The petition of the complainant respectuflly represents:-

That the "Bank of Crisfield", a bocy corporate, and Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, defendants in the above cause, have answered the bill of complaint in this cause; that the said Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson and Benjamin Stevenson, adult defendants in this cause, have been duly summoned to appear to the said bill of complaint, but have failed to appear to or answer said bill of complaint, within the time prescribed by the rules of this Court, and that the infant defendant, William Stevenson, has been duly summoned to appear to said bill of complaint, and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

The complainant therefore prays that the bill of complaint is this cause be taken pro confesso against the said Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson and Benjamin 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 etcc

Clarence P. Lankford,
Solicitor for Complainant.

ORDER

Paul Cullen	No. 4401 Chancery.
Vs.	In the Circuit Court for Somerset County.
Mary E. Bradshaw and others.	

It appearing in the above entitled cause, that the "Bank of Crisfield", a body corporate, and Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, defendants in the above cause, have answered the bill of complaint in this cause; that the said Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson and Benjamin Stevenson, adults defendants in this cause, have been duly summoned to appear to the said bill of complaint, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, and that the infant defendant, William Stevenson, has been duly summoned to appear to said bill of complaint, and has answered said bill of complaint by guardian ad litem specially appointed by this Court.

It is thereupon, this 24th day of December, in the year nineteen hundred and thirty-two, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Mary E. Bradshaw and John Bradshaw, her husband, John F. Stevenson and Benjamin 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 14th day of February in the year Nineteen hundred and thirty-three, 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:

Paul Cullen Vs. Mary E. Bradshaw and others.	No. 4401 Chancery. 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 13 day of February 1933, 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 48 years, I reside in Crisfield, Somerset County, Maryland, and I am a wood and coal dealer.

Int. 2. Are you acquainted with the parties to this suit? If so, where do they reside? Please state their ages?

Ans. I am acquainted with the parties to this suit. I am the complainant, and as I have stated above, I live in Crisfield, Maryland. The defendants, Mary E. Bradshaw and John Bradshaw, her husband, William Stevenson and Wilson Waters, Trustee in Bankruptcy of John F. Stevenson, reside in Somerset County, Maryland. The defendants, John F. Stevenson and Benjamin Stevenson, reside in Baltimore City, Maryland, and the Bank of Crisfield is a body corporate, located at Crisfield, Maryland. The defendants are all above the age of twenty-one years, except William Stevenson, who is an infant under the age of twenty-one years.

Int. 3. Were you or not acquainted with Mary A. Coulbourn, and if so, is she living or dead, and if dead, when did she die? Die she or not leave a husband surviving her, and who were her heirs at law? Did she or not die intestate?

Ans. I was very well acquainted with the said Mary A. Coulbourn. She is dead, and I understand that she died in the year eighteen hundred and ninety-nine. She died intestate. She left

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her husband, William J. Coulbourne, surviving her, and he is still living. She left surviving her as her only heirs at law, William M. Coulbourne, a son, who is still living, and a daughter, Sadie Stevenson, who married the defendant, John F. Stevenson. The said Sadie Stevenson is dead, having departed this life in the year hineteen hundred and fifteen, intestate.

Int. 4. Please state whether or not the said Mary A. Coulbourne was seized and possessed of any real estate in said Somerset County, Maryland, at the time of her death? If so, where is such real estate located, and what in your opinion is its value?

Ans. At the time of her death the said Mary A. Coulbourne was seized and possessed of two tracts or parcels of land in Lawson's District, Somerset County, in the State of Maryland, which were conveyed to the said Mary A. Coulbourne in deed of partition between the heirs at law of Thomas Miles of John, bearing date the tenth day of October, 1893, and recorded among the Land Records of said Somerset County in Liber O.T.B.No. 25 folio 177 etc, one of said parcels contains eight acres, two roods and thirty-one perches of land, more or less, which is laid down and described as Lot No. Seven, cleared land, and the other containing twelve acres, and nine perches of land, more or less, which is laid down and described as Lot No. One Woodland, on the plat filed with the aforesaid deed. In my opinion the two parcels of land are worth from Eight Hundred to One Thousand Dollars.

Int. 5. In whom is the undivided one-half interest of the said William M. Coulbourne in said real estate now vested, and how did the same become so vested?

Ans. The said William M. Coulbourne and 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. Coulbourne Bankrupt. I was the purchaser of the interest of the said William M. Coulbourne Bankrupt, in said real estate, at the sale made by the above named trustees. The papers, now shown me, marked Exhibit "W.M.C." is a certified copy of the deed conveying to me the undivided interest of the said William M. Coulbourne in said real estate.

Int. 6. Please state who are the heirs at law of the said Sadie Stevenson, who was the daughter of the said Mary A. Coulbourne?

Ans. As I have before stated the said Sadie Stevenson, died in the year nineteen hundred and fifteen, intestate. She left surviving her her husband, John F. Stevenson, who is still living, and the following children, namely, a daughter, Mary E. Bradshaw, who married John Bradshaw, a daughter, Sarah W. Stevenson, a son, Benjamin Stevenson, and a son William Stevenson.

Int. 7. Please state whether or not the interest of the said Sarah W. Stevenson is still vested in her, or whether or not she has disposed of the same, and in whom said interest is now vested?

Ans. By deed bearing date the thirtieth day of December, nineteen hundred and thirty the said Sarah W. Stevenson conveyed all her interest in said real estate to me. The paper now shown me, marked Exhibit "S.W.S.", is a certified copy of the deed from the said Sarah W. Stevenson to me, conveying to me her interest in said real estate.

Int. 8. Please state whether or not in your opinion, the said real estate of which the said Mary A. Coulbourne died seized and possessed is susceptible of partition among the parties to interests therein, without material loss and injury to them? Give your reason 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, and that in order to make division of said interests it will be necessary that said real estate be sold, and the proceeds of such sale divided among the parties entitled to interests therein, according to their respective interests. There are several people, owning such different interests that it is impossible

to divide said property among the parties entitled to interests therein.

Int. 9. Please state whether or not the said John F. Stevenson has been adjudicated a bankrupt?

Ans. The said John F. Stevenson was adjudicated a bankrupt by the United States District Court for the District of Maryland, and Wilson Waters was elected trustee in bankruptcy of said John F. Stevenson.

Court's Question.

Ans. I know nothing further material to this cause.

Witness: E. P. Wyatt Paul Cullen

William M. Coulbourne, 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? Farmer

Ans. My name is William M. Coulbourne, my age is 47 years, I reside at Crisfield, Maryland and my occupation if Farmer.

Int. 2. Are you acquainted with the parties to this suit? If so, where do they reside? What are their ages?

Ans. I am acquainted with the parties to this suit. They all reside in Somerset County, in the State of Maryland, except the said John F. Stevenson and Benjamin Stevenson, who, I understand, reside in Baltimore City, Maryland. They are all above the age of twenty-one years, except the said William Stevenson, who is an infant under the age of twenty-one years.

Int. 3. Were you or not acquainted with Mary A. Coulbourne? If so, is she living or dead, and if dead, when did she die? Did she or not leave a will? Did she or not leave a husband surviving her, and who are heirs at law?

Ans. I was well acquainted with the said Mary A. Coulbourne. She is dead, having died more than thirty years ago. I understand she left no will. She left her husband, William J. Coulbourne surving her, who is still living. She left surviving her two children as her only heirs at law, namely, William M. Coulbourne, a son, and Sadie Stevenson, a daughter, who married John F. Stevenson. The said Sadie Stevenson is dead, and I understand that she died sometime in the year nineteen hundred and fifteen.

Int. 4. Please state whether or not the said Mary A. Coulbourne was seized and possessed of any real estate in Somerset County at the timeof her death? If so, where is such real estate located, and what in your opinion is its value?

Ans. At the time of her death the said Mary A. Coulbourne owned two tracts of land in Lawsons District, Somerset County, Maryland, which property was conveyed to her in a deed of partition between the heirs at law of her father, Thomas Miles of John. I am informed that the two tracts of land containaround twenty acres, I should think the two parcels worth from $800.00 to $1000.00.

Int. 5. Please state who are the heirs at law of the Said Sadie Stevenson who was a daughter of the said Mary A. Coulbourne?

Ans. The said Sadie Stevenson left her husband, John F. Stevenson, surviving her, and left the following children, namely, Mary A. Bradshaw, a daughter, who married John Bradshaw, Sarah Stevenson, a daughter, Benjamin Stevenson, a son, and William Stevenson, a son.

Int. 6. It appears from exhibits filed in this cause that Paul Cullen, complainant in this cause, bought the undivided one-half interest of the said William M. Coulbourne in said real estate, and also bought the interest of the said Sarah Stevenson in said real estate, and that the other interest in said real estate are owned by the said Benjamin Stevenson, Mary A. Bradshaw and William Stevenson, owning one-eighth each. Please state whether or not in your opinion the

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said real estate of which the said Mary A. Coulbourne died seized and possessed is susceptible or partition among the parties entitled to interests therein without material loss and injury to them?

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, 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 to interests therein according to their respective interests. There are four people, owning different interests, and it is impossible to divide said property among the said parties.

Court Question?

Ans. I know nothing further.

Witness: E. P. Wyatt William M. Coulbourne

There being no further witnesses presents 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
1 witness----------	.75
	$4.75

Witness my hand and seal.

Edward P. Wyatt (SEAL)

Examiner in Chancery.

And thereafter, to wit, on the 25th day of February in the year Nineteen hundred and thirty-three, the Circuit Court here passed the following decree in the premises, to wit:

Paul Cullen Vs. Mary E. Bradshaw and others.	In Equity in the Circuit Court for Somerset County, No. 4401 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 February in the year nineteen hundred and thirty-three, 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 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 may thing 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 fill 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, as principal, and Lorie C. Quinn, Sr, and Paul Cullen as 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 Two Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 21st day of March, in the year nineteen hundred and thirty-three.

Whereas, the above bounded Clarence P. Lankford, by virtue of a decree of the Circuit Court for Somerset County, in Equity, passed in a cause in said Court pending, wherein Paul Cullen is complainant and Mary B. Bradshaw and others are defendants, has been appointed trustee to sell the real estate in said cause decreed to be sold; 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 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:
Fred N. Holland

Clarence P. Lankford (Seal)
Lorie C. Quinn, Jr. (Seal)
Paul Cullen (Seal)

Which said Bond was thus thereon endorsed, to wit:

The above bond approved this 22nd day of March, nineteen hundred and thirty-three.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 28th day of March in the year nineteen hundred and thirty-three, 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.	No. 4401 Chancery.
Vs.	In the Circuit Court
Mary E. Bradshaw 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 twenty-fifth day of February, in the year nineteen

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hundred and thirty-three, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bind, with security, for the faithful performance of his trust, and after having compled with al, 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, prior to the day of sale, he did, pursuant to said notice, attend in front of the Pose Office in the Town of Crisfield, Maryland, on Saturday, the 25th day of March, in the year nineteen hundred and thirty-three, at or about the hour of 2.30 o'clock P.M., and then and there proceeded to sell the said real estate, the same being the real estate of which Mary A. Coulbourne, late of said Somerset County, deceased, died seized and possessed, the same being the real estate conveyed unto the said Mary A. Coulbourn 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. in manner following, that is to say:- Your trustee first offered at public sale to the highest bidder, all that lot tract or parcel of land in Lawson's District, Somerset County, in the State of Maryland, containing eight (8) acres, two (2) roods and thirty-one (31) perches, more or less, which is laid down and described as Lot No. Seven (7) Cleared Land, on the plat filed with, and as a part of, the aforesaid deed of partition, whereupon your trustee received a bid for said property of only one hundred dollars, and your trustee withdrew the same; your trustee next offerred at public sale to the highest bidder, all that lot, tract or parcel of land in said Lawson's District, County and State aforesaid, containing twelve (12) acres and nine (9) perches, more or less, which is laid down and described as Lot No. One (1) Woodland, on the aforesaid plat filed with, and as a part of aforesaid deed of partition, whereupon your trustee received a bid for said property of only three hundred dollars, and your trustee withdrew the same; whereupon your trustee offerred at public sale to the highest bidder the said two above described lots, tracts or parcels of land, as a whole, whereupon Paul Cullen, of Somerset County, in the State of Maryland, being the highest and best bidder therefor, as a whole, became the purchaser thereof, at and for the sum of Eight Hundred and Ten dollars ($810.00), whereof he paid to your trustee the sum of Three Hundred and Ten dollars in cash, and gave his bond for the balance of said purchase money, to wit, the sum of Five Hundred Dollars ($500.00), payable on the ratification of said sale 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, Trusteel

State of Maryland, Somerset County, to-wit:-

I hereby certify that on this 28th day of March, in the year nineteen hundred and thirty-three, 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 report the Clerk of the Circuit Court here passed the following order, to wit:

Paul Cullen. Vs. Mary E. Bradshaw and others.	No. 4401 Chancery. In the Circuit Court for Somerset County.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 28th day of March, nineteen hundred and thirty-three, 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 be shown on or before the 28th day of April next; provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 25th day of April next.

The report states the amoung of sales to be $810.00.

J. Millard Lawes, Clerk.

And now at this day, to wit: on the 21st day of June in the year nineteen hundred and thirty-three, 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.	No. 4401 Chancery.
Vs.	In the Circuit Court
Mary E. Bradshaw and others	for Somerset County.

Ordered by the Circuit Court for Somerset County, this 21st day of June, nineteen hundred and thirty-three, that the sale of property, mentioned in these proceedings, made and reported by Clarence P. Lankford, 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.

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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November, 1933

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 6th day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

No. 4504

L. Atwood Bennett, Assignee for the purpose of Foreclosure

Vs.

John Clayton Gunter, Sophie A. Gunter, his wife.

Be it remembered that heretofore to wit, on the 12th day of August, nineteen hundred and thirty-three a certain L. Atwood Bennett of Wicomico 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 Daniel P. Willey by a certain John Clayton Gunter and wife of Northampton County and State of Virginia, which said original of mortgage is in the words following, to wit:

This Mortgage, made this 12th day of August in the year nineteen hundred and twenty, by John Clayton Gunter and Sophis A. Gunter, his wife, of Northampton County and State of Virginia

Whereas the said John Clayton Gunter and Sophie A. Gunter, his wife, are justly and bona fide indebted unto Daniel P. Willey of Somerset County and State of Maryland in the full and just sum of Two Thousand Dollars ($2000.00), the same being for the balance of the purchase money for the hereinafter described real estate, and whereas the said John Clayton Gunter and Sophia A, Gunter, his wife, have given therefor to the said Daniel P. Willey their bill obligatory for said principal sum dated evenly herewith, payable five years after date, with interest from date, payable semi-annually from date hereof and with the privilege to the said mortgagors to pay all of the amount hereof or any part of the amount hereof at any interest paying period, and to better and further secure the payment of which said principal sum with interest as aforesaid this mortgage is executed.

Now therefore this mortgage witnesseth that in consideration of the premises and of the sum of Five Dollars ($5.00), the receipt of which is hereby acknowledged, the said John Clayton Gunter and Sophia A. Gunter, his wife, do grant and convey unto Daniel P. Willey, his heirs and assigns, in fee simple, all the three lots, tracts or parcels of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, and more fully described as follows, that is to say:

First:- All that lot or parcel of land, situate as aforesaid, near Eden Station, lying and binding on the county road leading from Eden to the Back Bone School House, containing seventeen acres, three roods and three square poles of land, more or less and being the same land which was conveyed unto the said Daniel P. Willey by Samuel Q. Parker by deed dated the 2nd day of September, 1913, and recorded among the Land Records of said Somerset County in Liber S.F.D.No. 63 folio 497 etc.,

Second:- All that lot or parcel of land, adjoining the land above described, containing fifteen and twenty-seven-one hundredth acres, more or less, and which was conveyed unto the said Daniel P. Willey by Samuel Q. Parker by deed dated the 24rd day of January, 1914, and recorded among the land records aforesaid in Liber W.J.S.No. 65 folio 569 etc.,

Third:- All that lot or parcel of land, adjoining the tracts of land above described, containing four and three-tenth acres, more or less, and being the same land which was conveyed unto the said Daniel P. Willey by Zadoc Snelling by deed dated the 22nd day of June, 1918, and recorded among the land records aforesaid in Liber W.J.S.No. 74 folio 322 etc.,

The tracts or parcels of land above described being the same land and all of the land which was conveyed unto the said John Clayton Gunter by the said Daniel P. Willey by deed dated evenly herewith and recorded or intended to be recorded simultaneously with this mortgage.

Together with the buildings and improvements thereon;aand 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 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 John Clayton Gunter and Sophia A. Gunter, his wife, do hereby covenant to pay when legally demandable. But if deafult be made in the payment of said money, or the interest thereon to accure, 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 Harry C. Dashiell, his 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 intthe 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 propety, 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 representative and assigns under this mortgage, whether the same shall have matured or not; and the surplue (if any there by) 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

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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 two 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, 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 hands and seals of said mortgagors.

Test: John Clayton his X mark Gunter (Seal)

Harry C. Dashiell Sophis A. Gunter (Seal)

J. Frank Miles

State of Maryland, Somerset County to wit:

I hereby certify, that on this 12th day of August 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 Clayton Gunter and Sophia A. Gunter his wife, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be act and deed; and at the same time and place also personally appeared before me Daniel P. Willey, 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.

J. Frank Miles,
Justice of the Peace.

Received for Record August 12th, in the year 1920, and recorded in Liber W.J.S. No. 82 folio 104 etc. one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For a valuable consideration I do hereby assign the within and foregoing mortgage to Daniel B. Cannon of Wicomico County, Maryland.

Witness my hand and seal this 12th day of October in the year 1920.

Witness: Daniel P. Willey (Seal)
H. J. Waters

Filed for Record October 13th, 1920, and recorded in Liber W.J.S. No. 82 folio 104.

Test: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage to Annie G. Cannon. As witness my hand and seal this 2nd day of December, 1920.

Test: Daniel B. Cannon (Seal)

Filed for Record December 13th, 1920 and recorded in Liber W.J.S. No. 82 folio 104.

Test: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage to L. Atwood Bennett for the purpose of foreclosure.

As witness my hand and seal this 2nd day of January, 1933.

Test: J. Asbury Holloway. Annie G. Cannon (Seal)

Filed for Record August 9th, 1933, and recorded in Liber W.J.S. No. 82 folio 105.

Test: J. Millard Tawes, Clerk.

And thereupon the said L. Atwood Bennett, Assignee filed in Court here a bond in the words following, to wit:

Know all men by these presents, That we, L. Atwood Bennett of Wicomico County and State of Maryland, as principal, and Maryland Casualty Company, of Baltimore, Maryland, a body corporate duly organized and existing under and by virtue of 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 ($2000.00) to be paid to the said State or its certsin attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals this 28th day of August in the year nineteen hundred and thirty-three.

WHEREAS, the above bounden L. Atwood Bennett by virtue of a of an assignment for the purpose of foreclosure on January 2nd, 1933, of a mortgage made by John Clayton Gunter and Sophia A. Gunter, his wife, to Daniel P. Willey, dated October 12th, 1920, for $2000. and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S. No. 82, Folio 104, and by said Daniel P. Willey assigned to Daniel B. Cannon, on October 12th, 1920, and by Daniel B. Cannon assigned to Annie G. Cannon on December 2nd, 1920, and by Annie G. Cannon assigned to L. Atwood Bennett, for the purpose aforesaid, mentioned in the proceedings in the cause of L. Atwood Bennett, Assignee for the purpose of foreclosure of a mortgage vs. John Clayton Gunter and Sophia A. Gunter, his wife, the same being number 4504 In Chancery, now pending in the Circuit Court for Somerset County, State of Maryland, in Equity,

NOW THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above bounden . Atwood Bennett do and shall well and truly and faithfully perform the trust imposed in him by the aforesaid assignment or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered L. Atwood Bennett (Seal)

in the presence of Company Seal Maryland Casualty Company
by L. C. Beauchamp, Agent
Attorney-in-Fact

J. Asbury Holloway

James R. Stewart

Which said bond was thus thereon endorsed to wit:

The above bond approved this 2nd day of September, 1933.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 15th day of September in the year nineteen hundred and thirty-three, 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:

L. Atwood Bennett, Assignee for the purpose of foreclosure of a mortgage. Vs. John Clayton Gunter, Sophia A. Gunter, his wife.	No. 4504 Chancery. In the Circuit Court For Somerset County. State of Maryland. In Equity.

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To the Honorable, the Judges of said Court:

The report of L. Atwood Bennett, Assignee of Annie G. Cannon, for the purpose of foreclosure, of a mortgage made by John Clayton Gunter and Sophia A. Gunter, his wife, to Daniel P. Willey, for Two Thousand Dollars ($2000.00), dated August 12th, 1920, and said mortgage being recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S. No, 82, Folio 104, and said mortgage assigned by Daniel P. Willey, on October 12th, 1920, to Daniel B. Cannon, and by Daniel B. Cannon assigned to Annie G. Cannon, on December 2nd, 1920, and by Annie G. Cannon assigned to L. Atwood Bennett, for the purpose of foreclosure, on January 2nd, 1933, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in "The Somerset News", a newspaper published in Somerset County, Maryland, once a week for three successive weeks before the day of sale, he did, pursuant to said notice attend at the front door of the Court House, at Princess Anne, Maryland, on Tuesday, September 12th, 1933, at two o'clock P.M., and then and there proceeded to sell said property, to wit:

1. All that tract of land situated in East Princess Anne Election District, Somerset County, State of Maryland, near the town of Eden, and lying and binding upon the County Road leading from Eden to Back Bone School House, containing seventeen acres, three rods and three square poles of land, more or less, and,

2. All that lot or ground situated as aforesaid, adjoining the lands above described, containing fifteen and 27-100ths acres of land, more or less, and,

3. All that lot or ground situated as aforesaid, adjoining tracts of land above described, containing four and 3-10th acres of land, more or less.

The above tracts being the same land conveyed to John Clayton Gunter by Daniel P. Willey by deed dated August 12th, 1920, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S. No, 81, Folio 162, etc.

And sold the same to Annie G. Cannon, of Salisbury, Wicomico County, State of Maryland, at and for the sum of Eight Hundred Dollars ($800.00), and the said purchaser will comply with the terms of sale upon the final ratification of this report of sale.

And the said Assignee as aforesaid further reports and prays ratification of the distribution of the funds coming into his hands arising from the said sale, as follows, that is to say:

September 12th, 1933, by Amount of sale,			$800.00
To	J. Millard Tawes, Clerk's costs,	$10.25	
	L. Atwood Bennett, Appearance fee,	10.00	
	B. C. Dryden, auctioneer,	5.00	
	W. B. Spiva, Insurance prem.,	37.74	
	advertising and Order nisi	22.75	
	Harry E. Muir, Treas., 1931, 1932 and 1933 taxes.	100.51	
	L. Atwood Bennett, Assignee, commissions as per rule of Court,	60.00	
	Balance applied on mortgage debt,	553.75	
	Total,	$800.00	$800.00

Respectfully submitted,

L. Atwood Bennett, Assignee

State of Maryland, Wicomico County, To wit:

I hereby certify, that on this 12th day of September, in the year Nineteen Hundred and Thirty-three, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Wicomico County, aforesaid, personally appeared L. Atwood Bennett, Assignee as aforesaid, and made oath in due form of law that the matters and things set forth in the aforegoing report are true and correct to the best of his knowledge and belief, and that the sale therein reported was fairly

November, 1933.

made.

As witness my hand and notarial seal this the day and year just above written.

Seal of Notary — J. Asbury Holloway, Notary Public.

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

L. Atwood Bennett, Soliticor.

L. Atwood Bennett, Assignee for the purpose of foreclosure. vs. John Clayton Gunter, Sophia A. Gunter, his wife.	No. 4504 Chancery. In the Circuit Court For Somerset County, State of Maryland. In Equity.

Order Nisi.

Ordered, this the 15th day of September, in the year Nineteen Hundred and thirty-three, by the Circuit Court for Somerset County, and State of Maryland, in Equity, that the sale of the property mentioned in these proceedings, and the distribution of the funds arising therefrom, made and reported by L. Atwood Bennett, Assignee of said mortgage, as set forth in the said report be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of October, 1933; provided, a copy of this order be inserted in some newspaper published in Somersst County, Maryland, once in each of three successive weeks before the 12th day of October, 1933.

The report states the amount of sale to be Eight Hundred Dollars ($800.00).

J. Millard Tawes, Clerk.

And now at this day to wit, on the 7th day of November in the year 1933, comes again into Court here the said Assignee and on motion of the said Assignee the Court here passed the following order to wit:

L. Atwood Bennett, Assignee for the purpose of foreclosure. for vs. John Clayton Gunter, Sophia A. Gunter, his wife.	No. 4504 Chancery. In the Circuit Court For Somerset County, State of Maryland. In Equity.

Ordered, this the 7th day of November, in the year 1933, by the Circuit Court for Somerset County, and State of Maryland, in Equity, that the sale and distribution made and reported by L. Atwood Bennett, Assignee as aforesaid, 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 the said cause, and it appearing that the costs of this proceedings having been paid.

Robt. F. Duer, Judge.

And therupon 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, Ex-parte under a mortgage from Solomon P. Propst and Lucy J. Propst, his wife,

To

James A. Warwick, Mary J. Warwick, and Nancy E. Warwick, and assigned to Gordon Tull for the purpose of foreclosure.

No. 4514 Chancery

Be it Remembered that heretofore, to wit, on the 28th day of October, 1919 a certain Gordon Tull 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 James A. Warwick, Mary J. Warwick and Nancy E, Warwick by a certain Soloman P. Propst and Lucy J. Propst, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

This Mortgage, made this Twenty-Eighth day of October, in the year nineteen hundred and Nineteen, by Soloman P. Propst and Lucy J. Propst, his wife, of Somerset County, Maryland Witnesseth:

WHEREAS, the said Soloman P. Propst and Lucy J. Propst, his wife, are justly indebted unto James A. Warwick, Mary J. Warwick and Nancy E. Warwick, of said Somerset County, Maryland, in the full and just sum of Twenty Five Thousand Dollars ($25000,00), for a part of the purchase money on the hereinafter described farm, and have given therefor unto the said James A. Warwick, Mary J. Warwick and Nancy E. Warwick their bill obligatory for the said principal sum, of even date herewith, payable to the said James A. Warwick, Mary J. Warwick and Nancy E. Warwick, their personal representatives and assigns, three years after date, with interest from date at 8% for the first year and at five and one half per cent for the other two years of the said three years, which said interest is to be paid annually, to better secure the payment of which said sum, with the interest as aforesaid, when and as the same shall become due and payable, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises, and of the sum of one dollar, the said Soloman P. Propst and Lucy J. Propst his wife, do hereby grant and convey unto the said James A. Warwick, Mary J. Warwick and Nancy E. Warwick, their heirs, personal representatives and assigns, all that farm, lot, tract and parcel of land located both in East Princess Anne District and in Westover District, Somerset County, Maryland, and commonly known as the JAMES W. WARWICK home place, where the said James W. Warwick lived at the time of his death and which descended to his said children, James A. Warwick, Mary J. Warwick and Nancy E. Warwick, together with the three additions thereto joined thereto since the death of said James W. Warwick, to-wit, the parts purchased from B. F. Barnes, also from Chas. A. Miller, also from S. S. Barnes, which said farm or tract of land hereby intended to be conveyed is more fully described in a deed from the said James A. Warwick, Mary J. Warwick and Nancy E. Warwick to the said Soloman P. Propst and Lucy J. Propst, his wife, made and executed evenly herewith, and recorded among the land records of Somerset County, in Liber W.J.S. No. Folios and hereby made a part hereof for a full and more complete description of the land hereby intended to be conveyed.

And in addition to the other covenants and agreements in this mortgage contained, the said Soloman P. Propst and Lucy J. Propst, his wife, do hereby covenant and agree with the said James A. Warwick, Mary J. Warwick and Nancy E. Warwick, to paint and keep painted the buildings on the said farm and to keep the same in a thorough state of reapir, also to keep the said arable land well drained and free from water as ell as from bushes and briars, as it now is and in general to so use and cultivate the said land that, in case of default under this mortgage the land and improvements will be in as good condition at the foreclosure sale, as they now are, ordinary wear and tear excepted.

And the said Soloman P. Propst and Lucy J. Propst, his wife, do also hereby covenant and agree that we will not cut any wood or timber on the said land except what is necessary for fire wood and for use on the said farm for building purposes, making fruit boxes for fruit grown there-

on.

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 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 Solomon P. Propst and Lucy J. Propst, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or for Gordon Tull, his, her its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay 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 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 Four Thousand dollars, and to cause the policy to be effected thereon to be so framed or endorsed,

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as in case of fire, to inure to the benefit of the said mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the 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: J. Frank Miles — Solomon P. Propst (Seal)

Lucy J. Propst (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this Twenty-Eighth day of October, 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 Soloman P. Propst and Lucy J. Propst, his wife, the mortgagors named in the foregoing mortgage and both acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me James A. Warwick, Mary J. Warwick and Nancy E. Warwick, mortgagees and made oath in due form of law, that the consideration mentinned in the foregoing mortgage is true and bona fide as therein set forth.

J. Frank Miles, J. P.

Received for Record October 28th, 1919, and recorded in Liber W. J. S. No. 76, Folio 234 etc., Form of the Land Records of Somerset County. J. Warwick and Nancy E. Warwick, the mortgagees herein do hereby assign the above and within mortgage to Gordon Tull Jerome Sterlings, Clerk for closure.

ASSIGNMENT

For value received, we James A. Warwick, Mary J. Warwick and Nancy E. Warwick, the mortgagees herein do hereby assign the above and within mortgage to Gordon Tull for the purpose of foreclosure.

Witness our hands and seals this 29th day of September, 1933.

Test:

Vernon E. White

Mary J. Warwick (Seal)

Nancy E. Warwick (Seal)

James A. Warwick (Seal)

Mary J. Warwick (Seal)

Nancy E. Warwick (Seal)

Filed for Record September 29th, 1933.

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 Mary J. Warwick, Nancy E. Warwick and James A. Warwick, sureties, all of Somerset County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY FIVE THOUSAND ($25,000.00) 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 29th day of September, in the year nineteen hundred and thirty-three.

WHEREAS the above bounden Gordon Tull, by virtue of a power contained in a mortgage from Soloman P. Probst, and Lucy J. Probst, his wife, dated October 28th, 1919, and duly recorded among the land records of Somerset County, in Liber W.J.S.No. 78, Folio 234 etc, to James A. Warwick, Mary J. Warwick and Nancy E. Warwick, and duly assigned to Gordon Tull for the purpose of

foreclosure, the said Gordon Tull, assignee as aforesaid is about to execute the trust reposed in him as aforesaid by foreclosing the said mortgage and selling the land mentioned therein, default having occurred under the covenants therein.

NOW, therefore, the condition of the above obligation is such that if the above bounden Gordon Tull, assignee as aforesaid, 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; and shall abide by and fulfill any order or decree which shall be made by the Court or any court of Equity in relation to such mortgaged property or the proceeds thereof; then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

AS WITNESS OUR HANDS AND SEALS the day and year above written.

Test:

Vernon E. White

Gordon Tull (Seal)
James A. Warwick (Seal)
Mary J. Warwick (Seal)
Nancy E. Warwick (Seal)

Which said bond was thus thereon endorsed to wit:

The aforesaid bond was approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 24th day of October in the year 1933, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words, following, to wit:

Gordon Tull, Ex-Parte,)	No. 4514 Chancery.
Under a Mortgage from Soloman P.)	In the Circuit Court
Propst and Lucy J. Propst, his wife)	For Somerset County.
to James A. Warwick, Mary J. Warwick)	
and Nancy E, Warwick, and assigned to)	
Gordon Tull, for foreclosure.)	

To the Honorable the Judge of the Circuit Court for Somerset County:

The Report of Gordon Tull, Assignee, to foreclose, under a mortgage from Soloman P. Propst and Lucy J. Propst, his wife, to James A. Warwick, Mary J. Warwick and Nancy E. Warwick, dated October 28th, 1919, and duly recorded in Liber W.J.S. No. 76 Folios 234 etc., and assigned to said Gordon Tull for the purpose of foreclosure and to make sale of certain 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 perquisites 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 "Marylander & Herald". a weekly Newspaper printed and published in Somerset County for more than twenty-one days, as well as by hand bills posted at the Court House door and other public places, before said sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on T U E S D A Y , October, 24th, 1933, at the hour of 2o'clock, P.M. and then and there proceeded to sell the property described in said mortgage, in manner following, that is to say:

YOUR TRUSTEE offered at public sale to the highest bidder, for Cash, the property mentioned in said mortgage, situated in Somerset County, at or near Kings Creek, Md. Known as the WARWICK FARM a part of which is in East Princess Anne District and a part in Westover District, where the said Soloman P. Propst and wife have resided for a number of years, and being the same farm inherited by the said James A. Warwick, Mary J. Warwick and Nancy E. Warwick upon the death of

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their father, James W. Warwick, containing about 350 acres of land, more or less.

AND your Assignee and trustee sold the above described farm and property to James A. Warwick, Mary J. Warwick, & Nancy E. Warwick for Six Thousand Dollars being then and there at that sum the highest and best bidders therefor, and the terms of said sale have been duly complied with and the said purchase money paid in cash.

AND THE SAID purchase money obtain from said sale being much less than the amount of the mortgage debt and interest, your trustee has made a distribution herein, and prays your Honor to ratify the said sale together with the said distribution of the proceeds thereof.

Respectfully Submitted.

Gordon Tull, Assignee.

DISTRIBUTION

Whole amount of debt with interest on Mortgage		$30,868.41
Whole amount of sales of mortgaged premises	$6,000.00	
Amount of Court costs	$21.00	
Advertising-sale & order nisi	17.50	
Auctioneer & bond.	2.00	
Taxes due & unpaid	-----	
Assignees Commissions	180.00	
Total cost of sale	$220.50	
Leaving a deficit unpaid on mortgage indebtedness		$25,084.91

Gordon Tull, Assignee

State of Maryland, Somerset County, To-wit:

I hereby certify that on this 24th day of October, 1933, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the assignee and trustee named in the above mentioned report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report of sales and the distribution therein made, are true as therein set forth and stated, and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

Gordon Tull, Ex-Parte, under a Mortgage from Soloman P. Propst and Lucy J. Propst his wife, to James A. Warwick, Mary J. Warwick and Nancy E. Warwick, dated October 28th, 1919, and recorded in Liber W.J.S No. 76 Folios 234 etc, and assigned to Gordon Tull for the purpose of foreclosure.)	No. 4514 Chancery. 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, as well as the distribution of the proceeds thereof therein stated, made and reported by Gordon Tull, assignee of the above mentioned mortgage for the purpose of foreclosure and making said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of November, 1933.

PROVIDED, a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, Maryland, once in each of three successive weeks before the 21st day of Novenber, 1933.

THE REPORT STATES the amoung of sales to be $6000.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the 1st day of December in the year 1933, comes again into

Court here the said trustee and on motion of the said trustee the Court here passed the following order to wit:

GORDON TULL, EX-PARTE, UNDER A MORTGAGE from Soloman P. Propst and Lucy J. Propst his wife, to James A. Warwick, Mary J. Warwick and Nancy E. Warwick, dated October 28th, 1918, and recorded in Liber W.J.S. No. 76 Folios 234 etc., and assigned to Gordon Tull for the purpose of foreclosure	)	No. 4514 Chancery. In the Circuit Court For Somerset County:

ORDERED by the Circuit Court for Somerset County, in equity, this 1st day of December, 1933, that the sale of the property mentioned in said mortgage, as well as the distribution of the proceeds thereof made in said report, made and reported by Gordon Tull, Assignee 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 assignee 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 Lawes Clerk.

George H. Myers, assigne ex parte Under Power in mortgage from Robert F. B. Bounds and wife	)	Be it remembered that heretofore to wit, on the nineteenth day of October, in the year 1933, a certain George H. Myers, assignee, in his proper person exhibited and filed in the

Circuit Court here, the original of a certain mortgage executed and delivered to the Peoples Bank of Somerset County by a certain Robert F. B. Bounds and Estelle H. Bounds, his wife, of said county and state, which said original mortgage is in the words following, to wit:

This mortgage, made this thirtieth day of June, in the year nineteen hundred and twenty-six, by Robert F. B. Bounds and Estelle H. Bounds, his wife, of Somerset County, Maryland, witnesseth:

Whereas the said Robert F. B. Bounds and Estelle H. Bounds, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of twenty-five hundred dollars for money loaned to pay the balance of the purchase price for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Robert F. B. Bounds and Estelle H. Bounds for said sum of twenty-five hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years after date, with interest from date payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of twenty-five hundred dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said Robert F. B. Bounds and Estelle H. Bounds, his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that farm or tract of land situate, lying and being in Mount Vernon Election District, Somerset County, Maryland, on the east side of the county road leading from Princess Anne to Mount Vernon, adjoining the lands of S. D. Bounds and others, and containing 87 acres, more or less, which was conveyed to the said Robert F. B. Bounds and Estelle H. Bounds, his wife by Phebe L. J. Courtney and Milton K. Courtney, her husband, by deed dated the 26th of June, 1926, not yet

delivered, but intended to be delivered and recorded cotemporaneously with this mortgage.

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 advantage 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 Mortgage, 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 Robert F. B. Bounds and Estelle H. Bounds, his wife, the mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of 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 sall be lawful for the said Mortgagee, its successors or assigns, or L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 reasibabke 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 decress 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 first mentioned.

Witness the hands and seals of said mortgagors

R. F. B. Bounds (Seal)

Estelle H. Bounds (Seal)

Test:

Vernon E. White

State of Maryland, Somerset County to wit:

I hereby certify, That on this thirtieth day of June, 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 Robert F. B. Bounds and Estelle H. Bounds, his wife,

the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Omar J. Croswell, cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he, the said Omar J. Croswell, is the cashier of said Peoples Bank, and is authorized to make this affidavit.

SEAL OF Notary

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

Vernon E. White

Notary Public.

Received for Record June 30th, 1926, and recorded in Liber W.J.S. No. 89, folio 512 one of the Land Records of Somerset County.

Per W. Jerome Sterling,
Clerk

ASSIGNMENTS

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the 9th day of October, 1933, in Chancery Cause No. 4367, the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to John J. Ghingher

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receiver for said Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Robert F. Duer, Vice-President thereof, this 9th day of October, 1933.

George H. Myers, withess — Robert F. Duer, Vice-President

Corporate seal

Under authority of any order of the Circuit Court for Somerset County in Equity, passed on the 9th day of October, 1933, in Chancery Cause No. 4367, I do hereby assign the within and aforegoing mortgage to George H. Myers of said Somerset County, for the purpose of foreclosure.

Witness my hand and seal this sixteenth day of October, 1933.

Winifred A. Duggan
witness.

John J. Ghingher, (seal)
Receiver for the Peoples Bank of Somerset County.

Filed for record 19th Oct., 1933 and recorded in Liber W. J. S. No.89, folio, 512.

Test: J. Millard Tawes, Clerk.

And thereupon the said George 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 & 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 sum of three thousand dollars ($3000.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of October, nineteen hundred and thirty-three.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Robert F. B. Bounds and wife to the Peoples Bank of Somerset County, a body corporate, dated June thirtieth, nineteen hundred and twenty-six, and recorded among the land records of said Somerset County, in Liber No. 89, folio, 512, 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 the 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, therefore, 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.

George H. Myers (Seal)

HARTFORD ACCIDENT & INDEMNITY COMPANY,

By George H. Myers,
Attorney in Fact.

Ruth Ward
Witness.

Which said bond was thus thereon endorsed to wit:

Approved J. Millard Tawes, Clerk

And thereafter to wit, on the seventeenth day of November in the year, 1933, 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:

George H. Myers, assignee ex parte Under power in mortgage from Robert F. B. Bounds and wife	)	No. 4524 Chancery Circuit Court 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 Robert F. B. Bounds and wife to Peoples Bank of Somerset County and dated June 30th, 1926 and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 89, folio, 512, 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 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 14th day of November, in the year nineteen hundred and thirty-three at two o'clock P.M. and then and there proceed to sell said property, to wit:

All that farm, tract or parcel of land situate in Mt. Vernon Election District in said Somerset County, on the East side of the County Road leading from Princess Anne to Mt. Vernon, adjoining the Samuel D. Bounds farm, containing eighty-seven acres, more or less, which was conveyed to the said Robert F. B. Bounds and wife by deed from Phoebe L. J. Courtney and husband dated June twenty-sixth, nineteen hundred and twenty-six, and of record among the land records of said Somerset County, in Liber No. 93, folio 183, et seq.

And sold the same to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at the sum of fourteen hundred dollars------

and the said purchaser has complied with the terms of sale, and said Assignee has distributed the proceeds of said sale as follows:

Hartford Accident & Indemnity Company, premium on bond	$12.00
Somerset News, advertising sale and order nisi	$16.00
Bernie C. Dryden, auctioneer	3.00
J. Millard Tawes, Clerk's costs	11.50
Harry E. Muir, Treasurer, State and County taxes--1928 to 1933 inclusive	374.12
George H. Myers, Assignee, solicitor's fee and commissions per Chancery rule	104.00
John J. Ghingher, Receiver for the Peoples Bank of Somerset County, on account of mortgage debt	879.38
Total------	1400.00

Respectfully submitted,

George H. Myers, Assignee & Trustee

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State of Maryland,

Somerset County, Set:

On this 17th day of November, nineteen hundred and thirty-three personally appeared before me, a Clerk of the Circuit Court, 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 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:

George H. Myers, assignee ex parte under power in mortgage from Robert F. B. Bounds and wife	Circuit Court for Somerset County, Maryland No. 4524 Chancery

Ordered, that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by George H. Myers, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of December, 1933. 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 18th day of December, 1933.

The Report states the amount of Sales to be $1400.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-sixieth day of December in the year nineteen hundred and thirty-three comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order to wit:

George H. Myers, Assignee, Ex Parte under power in mortgage from Robert F. B. Bounds & wife	Circuit Court for Somerset County, Maryland November Term, 1933

The exceptions to the distribution of the funds arising from the sale herein reported, having been overruled, it is

Ordered by the Court, this 26th day of December, 1933, that the sale and distribution of proceeds thereof made and reported by the trustee aforesaid be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause.

Joseph L. Bailey

And thereupon it is ordered by the Court here that the proceedings aforesaid be entered 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 Crisfield Election District, Somerset County, Maryland, assessed to Plummer Marsh for the years 1929 and 1930, made and reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County.	Be it remembered that heretofore, to wit, on the eighteenth day of October, in the year nineteen hundred and thirty-three, a certain Harry E. Muir, collector of state and county taxes for the Seventh collection district of Somerset County for the

years 1929 and 1930 by L. Creston Beauchamp, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Plummer Marsh for the years 1929 and 1930, made and reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4521 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of Harry E. Muir, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1929, the County Commissioners of said 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, Harry T. Phoebus, then Treasurer of said Somerset County, in pursuance 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 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 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 institution;

That by said levy the said County Commissioners did levy upon the property assessed to Plummer Marsh, in Crisfield Election District, Somerset County, Maryland, the sum of one dollar and eighty-nine cents, state taxes, and the sum of thirteen dollars and sixty cents, county taxes, and that said taxes were due and in arrears on January 1, 1930;

That in the month of August, 1929, the said Harry T. Phoebus, 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 "Easter Shore Republican", published in Princess Anne, Maryland, and the "Crisfield Times", published in Crisfield, Maryland, and that the said Harry T. Phoebus, then County Treasurer and Collector as aforesaid, prepared the tax bills for every taxpayer 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

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was assessed, so far as their residence or post office address was known or ascertained by him, on or before the first day of October next succeeding said levy, and that such advertisement 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 on the 30th of June, 1930, the said County Commissioners made an annual levy of state and county taxes upon the taxable property in said county and that sixty days after said levy, the said Harry T. Phoebus, then County Treasurer of said Somerset County, in Pursuance 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 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 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 institution;

That by said levy the said County Commissioners did levy upon the property of Plummer Marsh, in Crisfield Election District, Somerset County, Maryland, the sum of one dollar and eighty-four cents, state taxes and twelve dollars and thirteen cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1930;

That in the month of August, 1930, the said Harry T. Phoebus, 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, in the Eastern Shore Republican, published in Princess Anne, Maryland, and the "Crisfield Times", published in Crisfield, Maryland, and that the said Harry T. Phoebus, then County Treasurer and Collector as aforesaid, prepared the tax bills for every taxpayer 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, set of 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 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 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 the said state and county taxes for the years 1929 and 1930 being still due and in arrears and unpaid constituted a lien upon the real estate of the said Plummer Marsh, in Crisfield Election District, Somerset County, Maryland, and I, the said Harry E. Muir, County Treasurer and Collector for said county, having found it necessary to enforce the payment of said taxes for said years by a sale of said real estate, the said real estate not being capable of division in my judgment, did advertise the whole of said real estate in the Crisfield Times, a newspaper published in said Somerset County, once a week for four successive weeks before the day of the sale, and also 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 said taxes were due, and to whom the property was assessed, and that I, the said Harry E.

Muir, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, September 20th, 1932, at or about the hour of 2 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, being the real estate assessed to the said Plummer Marsh, in Crisfield Election District, Somerset County, Maryland, described as follows:

"All that lot and improvements in said district, county and state, on Chesapeake Avenue, in Crisfield, adjoining the lands of John D. Daugherty, W.E. Gibson and Johnson Evans, and assessed to Plummer Marsh for the years 1928, 1929 and 1930, and sold for taxes due for said years", and sold the same to the County Commissioners of Somerset County, Maryland, it being the highest and best bidder therefor, at and for the sum of sixty-nine dollars and eighty-four cents, now 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 E. Muir, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Harry E. Muir, County Treasurer & Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of October, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry E. Muir, County Treasurer and Collector of State and County taxes for 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 set forth, 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.

Gertrude H. Bozman, Notary Public

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

In the matter of the tax sale of real estate in Crisfield Election District, Comerset County, Maryland, assessed to Plummer Marsh for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of State and County taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4521 Chancery. In the Circuit Court for Somerset County, Maryland

The annexed and foregoing report of the proceedings of Harry E. Muir, County Treasurer and Collector of State and County taxes for Somerset County, Maryland, relating to the sale on September 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland, on Chesepeake Ave., in Crisfield, adjoining the lands of John D. Dougherty, W.E. Gibson and Johnson Evans, and assessed to Plummer Marsh for 1929 and 1930, made to the County Commissioners of said Somerset County for the sum of sixty-nine dollars and eighty-four cents, now fully paid having been presented to the Court and examined and appearing to be regular, and it appearing that the provisions of law in relation thereto have been complied with;

It is, thereupon, this 17th day of October, 1933, by the Circuit Court for said Somerset County, in Equity, ordered that notice be given in one of the newspapers

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published in said Somerset County once in each of three successive weeks before the 29th day of November, 1933, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 1st day of January, 1934, 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 $69.84.

Robert F. Duer, Judge.

And now at this day to wit, on the sixth day of January, nineteen hundred and thirty-four, comes again into Court here the said collector and on motion of the said trustee the Court here passed the following order to wit:

It having been proved to the Court that in the above entitled cause notice has been given by publication of the order nisi heretofore passed in this cause in the Crisfield Times, a weekly newspaper published in said Somerset County, according to the terms of said order nisi, and no objections having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 6th day of January, 1934, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the sale therein reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

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

Per J. Milton Tunnell, 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 January, being the first day of the same month, in the year of our Lord, one thousand nine hundred and thirty-four.

Were present,

Hon. John R. Patterson, 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:

L. Paul Ewell, ex parte Trust created under mortgage from Joseph Rueger and Irene Rueger, his wife, to Oran H. Miller and by him assigned to Ulysses S. Payne and by him assigned to Frank S. Jester, and by him assigned to L. Paul Ewell	Be it remembered that heretofore to wit, on the twenty-fourth day of November, in the year nineteen hundred thirty-three, in his proper person exhibited and filed in the Circuit Court here the original of a mortgage executed and delivered by Joseph Rueger and Irene Rueger, his wife to Oran H. Miller, which said original mortgage is in the words following to wit:

This mortgage, made this first day of May in the year nineteen hundred and nineteen, by Joseph Rueger and Irene Rueger, his wife, of Cook County, in the State of Illinois, Witnesseth:

Whereas the said Joseph Rueger and Irene Rueger are indebted to Oran H. Miller, of Somerset County, in the State of Maryland, in the sum of Twenty-four Hundred dollars, part of the purchase money for the real estate hereinafter conveyed, which said indebtedness evidenced by the bill obligatory of the said Joseph Rueger and Irene Rueger for said sum of Twenty-four hundred dollars, dated evenly herewith, payable to the said Oran H. Miller three years after date, with interest from the 1st of July, 1919 payable annually on 1st January in each year, in which said bill obligatory the said Joseph Rueger and Irene Rueger have reserved the right to pay the entire principal sum or any part thereof at any time with interest to date of payment, 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 Joseph Rueger and Irene Rueger, his wife, do grant and convey unto the said Oran H. Miller, his heirs and assigns, all that farm or tract of land in Dublin District, Somerset County, Maryland, containing one hundred and eighty-seven acres, more or less, which was conveyed to the said Joseph Rueger and Irene Rueger by the said Oran H. Miller and his wife by deed dated the 29th day of April, 1919, not yet delivered but intended to be delivered cotemporaneously with this mortgage, lying on the county road leading from Princess Anne to Pocomoke City, and also being the same and all the land which was conveyed to the said Oran H. Miller by John Solon Dennis and wife by deed dated the 13th day of March, 1915, recorded among the land records of said county in Liber W.J.S. No. 68, folio, 147 etc., to which said deeds and to the references in said deeds contained reference is hereby made for full and accurate description of the land 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 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 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 Joseph Rueger and Irene Rueger 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 part 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 thereon to be so framed or endorsed, as in case of fired, 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 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.

Joseph Rueger (Seal)

Irene Rueger (Seal)

Test:

State of Illinois, Cook County, City of Chicago,

I hereby certify, that on this 1st day of May, nineteen hundred and nineteen, before me, the subscriber, a notary public of the State of Illinois, in and for Cook County, residing in the City of Chicago, personally appeared Joseph Rueger and Irene Rueger, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed and I further certify that the said mortgagors signed the foregoing mortgage in my presence and that I witnessed their signatures to the same.

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

William P. Keef, Notary Public

Received for record May 29, 1919 and recorded in Liber W.J.S. No. 76, folio, 2 one of the Land records of Somerset County.

Per W. Jerome Sterling, Clerk

ASSIGNMENT

For value received, I hereby assign the within mortgage to Ulysses S. Payne without recourse to me.

Witness my hand and seal this 20th day of June A.D., 1919.

L. Paul Ewell, witness

Oran H. Miller (Seal)

Filed for record 17th day July, 1919 and recorded in Liber W.J.S. No. 76 folio 2.

Test: W. Jerome Sterling, Clerk

ASSIGNMENT

For value received, I hereby assign the within mortgage to Frank S. Jester without recourse to me.

Witness my hand and seal this 6th day of July, 1922.

L. Paul Ewell
witness

Ulysses S. Payne, (Seal)

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Filed for record 24th day of July, 1922 and recorded in Liber W.J.S. No.76, folio, 2.

Test: W. Jerome Sterling, Clerk.

ASSIGNMENT

For the purpose of foreclosure, I hereby assign the within mortgage to L. Paul Ewell.

Witness my hand and seal this 22th day of November, A.D., 1933.

Helen J. Eubank. Frank S. Jester, (Seal)
Witness

And thereupon the said L. Paul Ewell, assignee, filed in Court here a bond the words following to wit:

Know all men by these presents, that We, L. Paul Ewell, as principal, and United States Fidelity & Guaranty Company, a body corporate of the State of Maryland, with its principal offices in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars ($2000.00) to 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 and each of our heirs, administrators and executors, successors and assigns, jointly and severally, firmly by these presents, sealed with out seals and dated this 16th day of December, A.D., 1933.

Whereas the above bounden L. Paul Ewell, by virtue of the power of sale contained in a mortgage from Joseph Rueger and Irene Rueger, his wife, to Oran H. Miller and by him assigned to Ulysses S. Payne and by him assigned to Frank S. Jester, and by him assigned to the said L. Paul Ewell, same bearing date May 1, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 76, folio, 2, etc., is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

The condition of this 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 remain in full force and virtue in law.

L. Paul Ewell (Seal)
Principal

UNITED STATES FIDELITY & GUARANTY CO.

By L. Paul Ewell,
Attorney in Fact.

Signed, sealed and delivered
in the presence of

Cynthia Ardis

Approved J. Millard Tawes, Clerk

And thereafter to wit, on the nineteenth day of December, nineteen hundred thirty-three, 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:

L. Paul Ewell, ex parte Trust created under mortgage from Joseph Rueger and Irene Rueger, his wife, to Oran H. Miller and by him assigned to	No. 4537 Chancery Circuit Court for Somerset County, Maryland

Ulysses S. Payne and by him assigned
to Frank S. Jester, and by him assigned
to L. Paul Ewell.

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, assignee for foreclosure of a mortgage from Joseph Rueger and Irene Rueger, his wife, dated May 1, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No 76, folio 2, etc., to Oran H. Miller and by him assigned to Ulysses S. Payne and by him assigned to Frank S. Jester and by him assigned to the said L. Paul Ewell for foreclosure, 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 Anne, Maryland, for at least twenty days before the day of sale as provided by said mortgage, said advertisement appearing in said newspaper once a week for four successive issues and by notice put up in front of the Court House door in the town of Princess Anne, in said Somerset County, Maryland, and various other notices circulated by hand bills at least twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Court House in the town of Princess Anne, Somerset County, Maryland, on Saturday, December 16, 1933, 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 in Dublin District, Somerset County, Maryland, containing 187 acres, more or less, being all and the same farm or tract of land conveyed to the said Joseph Rueger and Irene Rueger by Oran H. Miller and wife by deed dated April 29, 1919, and recorded among the land records of Somerset County, Maryland, it being all and the same farm or tract of land by said mortgage conveyed, reference to which and the references therein contained, special reference is hereby made for a more particular description of the same, and sold the same to Thomas H. Eubank and Helen J. Eubank, who were then and there the highest bidders therefor, at and for the sum of one thousand dollars ($1000.00). The purchase price was paid by check of $549.84 and the note of the purchasers payable on ratification of $449.16. The purchase was made by the aforesaid purchasers as tenants by the entireties.

Respectfully submitted,

L. Paul Ewell, Trustee.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this sixteenth day of December, A.D., 1933, 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, assignee as set forth in the foregoing report, and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal.

Cynthia Ardis,
Notary Public.

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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 from Joseph Reuger and Irene Reuger, his wife, to Oran H. Miller and by him assigned to Ulysses S. Payne and by him assigned to Frank S. Jester, and by him assigned to L. Paul Ewell.	No. 4537 Chancery In the Circuit Court for Somerset County, Maryland

Ordered, this 19th day of December A. D. 1933, 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, assignee for foreclosure in a mortgage executed by Joseph Reuger and Irene Reuger to Oran H. Miller and by him assigned to Ulyssess S. Payne and by him assigned to Frank S. Jester and by him assigned to the said L. Paul Ewell, same bearing date May 1, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 76, folio, 2, etc., be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of January, 1934, 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 January, 1934.

The report states the amount of sales to be $1000.00.

J. Millard Tawes, Clerk

And now at this day to wit, on the thirty-first day of January, in the year nineteen hundred and thirty-four comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order to wit:

Ordered by the Circuit Court for Somerset County, Maryland, in equity, this 31st day of January, 1934, that the sale made and reported by L. Paul Ewell, assignee 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 the equity rules in such case made and provided.

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.

"""

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 seventh day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

Were present, Hon. Benjamin A. Johnson, Chief Judge
Hon. James W. Crockett, Asso. Judge
Hon. T. Sangston Insley, Asso. Judge
Luther Daugherty, Sheriff J. Millard Tawes, Clerk

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

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

H. Fillmore Lankford, ex parte. Trust created by mortgage from Newton A. Partridge and wife to Herschal V. Maddox, assigned by said Herschel V. Maddox to the Bank of Somerset, and assigned by the Bank of Somerset to H. Fillmore Lankford for the purpose of foreclosure.	Be it remembered that heretofore to wit: on the twenty-fourth day of February, nineteen hundred thirty-four a certain H. Fillmore Lankford in his proper person exhibited and filed in the Circuit Court here, the

original of a certain mortgage executed and delivered to Herschel V. Maddox by a certain Newton A. Partridge and Nellie H. Partridge, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this third day of March in the year nineteen hundred and ten, by Newton A. Partridge and Nellie H. Partridge, his wife of the City of Chicago in the State of Illinois, Witnesseth;

Whereas the said Newton A. Partridge and Nellie H. Partridge, his wife, are justly indebted unto Herschel V. Maddox of Somerset County in the State of Maryland, on bill-obligatory dated this day for the sum of nine thousand dollars ($9000.00) payable three years after date with interest from, which said interest is to be paid annually from the date hereof, and for the purpose of better securing the payment of which said sum with interest and payable as aforesaid this mortgage is executed. Now therefore this mortgage witnesseth that for and in consideration of the above recited premises and the sum of five dollars in hand paid the said Newton A. Partridge and Nellie H. Partridge, his wife, do grant and convey upon the said Herschel V. Maddox, his heirs and assigns forever, all that farm or tract of land situate and lying on the Manokin River in West Princess Anne Election District in said Somerset County, State of Maryland, and extending from Jones Creek to Kings Creek, and adjoining the lands of Peter Goble and Samuel H. Devilbliss and containing five hundred acres of land more or less, it being all that farm or tract of land which was conveyed unto the said Newton A. Partridge by Philip C. Metz and wife by deed dated the sixteenth day of September nineteen hundred and eight and duly of record among the land records of said Somerset County in Liber S.F.D. No.49, folio 292 &c. To which said deed and all the references therein contained special reference is hereby made for a more full and accurate description of the lands and premises hereby conveyed.

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

And the said Newton A. Partridge and Nellie H. Partridge his wife, hereby covenant, that during the existence of this mortgage, they will not cut or permit to be cut any of the timber or trees now growing or standing on said premises, except what may be necessary for fuel and other purposes of said farm, without consent in writing of the said

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mortgagee and a failure to keep this covenant shall authorize the exercise of the power of sale hereinafter mentioned.

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 convenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises , the said mortgagors shall posses the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Newton A. Partridge and Nellie H. Partridge, 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 is shall be lawful for the said mortgagee his personal representatives or assigns, or Robert F. Duer, 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 purchasers thereof, his, or her 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 degree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, his person 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, convenant 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 convenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least two thousand dollars, and to cause the policy to be 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 lied 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. The mortgagors hereby reserve the right to pay, the obligation secured by this mortgage at any interest bearing period, before maturity.

Witness the hands and seals of said mortgagors.

Test: Newton A. Partridge (Seal)

F. W. Jaros. Nellie H. Partridge (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of March in the year nineteen hundred and ten, before me, the subscriber, a Justice of the Peace, of the state of Maryland, in and for Somerset County aforesaid Herschel V. Maddox, the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortage is true and bona fide as therein set forth, and that he has not required the mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

Emanuel B. Lyons, J. P.

State of Illinois, Cook County, City of Chicago to wit:

I hereby certify that on this 12th day of March, nineteen hundred and ten, personally appeared before me the subscriber, a Notary Public, of the State of Illinois, in and for the City of Chicago aforesaid, Newton A. Partridge and Nellie H. Partridge, his wife, the within mortgagors and acknowledged the foregoing mortgage to be their act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal this the day and year aforesaid. Seal of Notary

Ferdinand W. Jaros, Notary Public

Received for record March 24, 1910 and recorded in Liber S.F.D. No. 51, folio, 544, 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 H. Fillmore Lankford, for purpose of collection and foreclosure.

Witness my hand and seal this 12th day of January, nineteen hundred and thirty-four.

Herschel V. Maddox (Seal)

Eugene S. Maddox, witness

Filed for record 13th day of January, 1934 and recorded in Liber S.F.D., No. 51, folio, 545.

Test: J. Millard Tawes, Clerk.

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May, 1934

ASSIGNMENTS

For value received, we, Herschel V. Maddox, mortgagee in the foregoing and within mortgage, and H. Fillmore Lankford, to whom the said Herschel V. Maddox has assigned said mortgage for the purpose of foreclosure, hereby assign the within and foregoing mortgage to the Bank of Somerset, a body corporate, its successors and assigns, without recourse.

Witness our hands and seals this 19th day of February, nineteen hundred and thirty-four.

Herschel V. Maddox (Seal)

Leoma W. Davis, witness. H. Fillmore Lankford (Seal)

For value received, and for the purpose of foreclosure, the Bank of Somerset, a boy corporate, to whom the within and foregoing mortgage has been assigned, hereby assigns said mortgage to H. Fillmore Lankford.

Witness the signature of William B. Spiva, President of the said Bank of Somerset and the corporate seal of said Bank of Somerset, this 19th day of February, nineteen hundred and thirty-four.

Corporate Seal BANK OF SOMERSET

Leoma W. Davis, witness. Per William B. Spiva, President

Filed for record February 19, 1934 and recorded in Liber S.F.D. No. 51, folio, 544.

Test:
J. Millard Tawes, Clerk.

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 twenty thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of February, nineteen hundred and thirty-four.

Whereas by mortgage dated the 3rd day of March, 1910, recorded among the land records of Somerset County, in the State of Maryland, in Liber S.F.D. No. 51, folio, 544 etc., Newton A. Partridge and Nellie H. Partridge, his wife, conveyed to Herschel V. Maddox certain real estate in Somerset County, Maryland, to secure the payment of the sum therein mentioned, and whereas on the 19th day of February, 1934, the said Herschel V. Maddox assigned said mortgage to the Bank of Somerset, a body corporate, its successor and assigns, by assignment recorded among said records in Liber S.F.D. No. 51, folio, 544, and whereas by assignment dated the 19th day of February, 1934 recorded among said records in Liber S. F. D. No. 51, folio, 544 and after default had occurred in the conditions and covenants of said mortgage, the said Bank of Somerset assigned said mortgage to the said H. Fillmore Lankford for the purpose of foreclosure, and whereas the said H. Fillmore Lankford by virtue of the power and authority contained in said mortgage and as assignee thereof, is authorized upon default in the conditions and covenants of said mortgage, to sell the mortgaged property, and whereas default has occurred in the terms of said mortgage, and the said H. Fillmore Lankford 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.

H. Fillmore Lankford (Seal)
William B. Spiva (Seal)
Samuel H. Sudler (Seal)

Leoma W. Davis, witness.

The within bond and sureties are hereby approved.

J. Millard Tawes, Clerk

And thereafter to wit, on the seventh day of April in the year nineteen hundred and thirty-four 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:

H. Fillmore Lankford, ex parte. Trust created by mortgage from Newton A. Partridge and wife to Herschal V. Maddox, assigned by said Herschel V. Maddox to the Bank of Somerset, and assigned by the Bank of Somerset to H. Fillmore Lankford for the purpose of foreclosure.

No. 4567 Chancery
Circuit Court for
Somerset County, Md.

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

The report of H. Fillmore Lankford, assignee, for the purpose of foreclosure of a mortgage from Newton A. Partridge and wife to Herschel V. Maddox, dated the 3rd day of March, 1910, recorded among the land records of Somerset County, in the State of Maryland, in Liber S.F.D. No. 51, folio 544 etc., assigned by the said Herschel V. Maddox to the Bank of Somerset, a body corporate, by assignment dated the 19th day of February, 1934, recorded among said records in Liber S.F.D. No. 51, folio, 544, and assigned by the said Bank of Somerset to the said H. Fillmore Lankford for the purpose of foreclosure by assignment dated the 19th day of February, 1934, recorded among said records in Liber S.F.D.No. 51, folio, 544, respectfully represents:

That after default had occurred in the conditions and covenants of said mortgage, and after having filed a bond with approved security in the Circuit Court for Somerset County, as required by law, and after having given at least twenty days 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 Princess Anne, Somerset County, Maryland, he did, in pursuance of said notice attend at the Court House door, in Princess Anne, Somerset County, Maryland, on Tuesday, the 13th day of March, 1934, at or about the hour of 2:00 o'clock P.M., and then and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He offered all that farm or all those lots or parcels of land in West Princess Anne District, Somerset County, Maryland, on the southeasterly side of the Manokin River, and extending from Jones' Creek to Kings Creek, lying partly on the north side of the new county road leading from Princess Anne to Revell's Neck, and partly on the south side of said road, containing four hundred and fifty acres, more or less, of cleared land and woodland, and also marshland, being the same and all the lands which were conveyed to the said Newton A. Partridge by Phillip C. Metz and wife by deed dated the 16th day of September, 1908, recorded among said records in Liber S.F.D. No. 49, folio, 292 etc.,

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and subsequently conveyed by the said Newton A. Partridge and wife to Charles C. Gelder and Tolman T. Gelder (Subject to said mortgage) by deed dated the 15th day of November, 1911, recorded among said records in Liber S.F.D. No. 58, folio 370 etc., improved by a brick dwelling with frame additions, three barns, tenant houses and other buildings, and the highest bid for said property was ten thousand six hundred dollars, and as the assignee did not regard this as a fair price for said property, he withdrew said property from public sale, and has ever since endeavored to sell said property at private sale for a larger sum than was bid at said public sale, and did on the 6th day of April, 1934, sell all of said real estate at private sale to the Bank of Somerset, a body corporate, the assignee of the mortgage mentioned in these proceedings, at and for the sum of fifteen thousand dollars.

And the assignee brings into court the fund arising from said sale and prays a ratification of his proceedings in the premises.

H. Fillmore Lankford, assignee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th day of April, nineteen hundred and thirty-four, 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.

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, ex parte. Trust created by mortgage from Newton A. Partridge and wife to Herschel V. Maddox, assigned by said Herschel V. Maddox to the Bank of Somerset and assigned by the Bank of Somerset to H. Fillmore Lankford for purpose of foreclosure.	No. 4567 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 7th day of April, nineteen hundred and thirty-four, 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 4th day of May, 1934; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 2nd day of May, 1934.

The report states the amount of sale to be fifteen thousand dollars.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fifth day of May, nineteen hundred and thiry-four comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following 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 5th day of May, nineteen hundred and thirty-four, ordered by the Circuit Court for Somerset County, in Equity, that

the within report of H. Fillmore Lankford, assignee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey, Judge

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

Per J. Millard Timms, Clerk

140178

November, 1933

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 6th day of the same month, in the year of our Lord one thousand nine hundred and thirty-three.

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:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Littleton King for the years 1929 and 1930, made and reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. W. Clyde Ford, Purchaser	Be it remembered that heretofore to wit, on the tenth day of October, in the year nineteen hundred and thirty-three, a certain Harry E. Muir, collector of state and county taxes for the Seventh collection district of Somerset County for the years 1929 and 1930 by L. Creston Beauchamp, his solicitor,

exhibited and filed in the Circuit Court here, a report of sales with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Littleton King for the years 1929 and 1930 made and reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. W. Clyde Ford, Purchaser	No. 4518 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of Harry E. Muir, Treasurer of Somerset County and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 29th of June, 1929, the County Commissioners of said 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 Harry T. Phoebus, then Treasurer of said Somerset County, in pursuance 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 County Commissioners for said 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 alphabetically for every district and according to election districts, 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 Littleton King, In East Princess Anne Election District, said county and state, the

sum of one dollar and forty-three cents, state taxes, and the sum of seven dollars and ninety-six cents, county taxes, and that said taxes were due and in arrears on January 1, 1930;

That in the month of August, 1929, the said Harry T. Phoebus, 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, Maryland, and the "Crisfield Times", published in Crisfield, Maryland, and the said Harry T. Phoebus, then 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 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 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 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 on the 30th day of June, 1930, the said County Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy, the said Harry T. Phoebus, then County Treasurer of Somerset County, in pursuance 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 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 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 institution;

That by said Levy the said County Commissioners did levy upon the property assessed to Littleton King, in East Princess Anne Election District, Somerset County, Maryland the sum of eighty-five cents, state taxes, and seven dollars and ten cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1931;

That in the month of August, 1930, the said Harry T. Phoebus, 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, in the "Marylander and Herald", published in Princess Anne, Maryland, and in "The Crisfield Times", published in Crisfield, Maryland, and the said Harry T. Phoebus, then 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 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 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 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 years 1929 and 1930 being still due and in arrears constituted a lien upon the real estate of the said Littleton King in East Princess Anne Election District, in said Somerset County, and I, the said Harry E. Muir, County Treasurer and Collector for said county, having found it necessary to enforce the payment of said taxes for said years by a sale of said real estate, the said real estate

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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, manner 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 E. Muir, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, the thirteenth day of September, 1932, 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 acution, for cash, all that parcel of land being the real estate assessed to the said Littleton King, in East Princess Anne Election District, Somerset County, Maryland, described as follows:

"All that lot in said district, county and state, on the county road, and improvements, adjoining the lands of Harry Cottman and Briddell, and assessed to Littleton King for the years 1928, 1929 and 1930, and sold for taxes due for said years", and sold the same to W. Clyde Ford, he being then and there the highest bidder therefor, at and for the sum of thirty-four dollars and ninety-two cents, which he was 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 E. Muir, County Treasurer, and Collector, aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Harry E. Muir
County Treasurer & Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of October, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry E. Muir, County Treasurer and Collector of state and county taxes for 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 set forth, 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.

Gertrude H. Bozman
Notary Public.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 13th, 1932, 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 in East Princess Anne Election District, Somerset County, Maryland, 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, 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.

All that lot in said district, county and state, with the improvements thereon, adjoining the lands of Harry Cottman and Briddell, and assessed to Littleton King for 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Littleton King for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of State and county taxes for Somerset County. W. Clyde Ford Purchaser.	No. 4518 Chancery Circuit Court for Somerset County, Maryland

The annexed and foregoing report of the proceedings of Harry E. Muir, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on September 13th, 1932, of land in East Princess Anne Election District, Somerset County, Maryland, on the county road adjoining the lands of Harry Cottman, assessed to the said Littleton King for 1929 and 1930, made to W. Clyde Ford for the sum of thirty-four dollars and ninety-two cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearing that the provisions of law in relation thereto have been complied with;

It is, thereupon, this 9th day of October, 1933, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in said Somerset County once in each of three successive weeks before the 30th day of November, 1933, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 30th day of December, 1933, 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 $34.92.

Robert F. Duer, Judge.

And now at this day to wit, on the twenty-second day of May, in the year nineteen hundred and thirty-four, comes again into Court here the said Collector and on motion of the said trustee the Court here passed the following order, to wit:

It having been proved to the Court that notice has been given by publication of the Order Nisi heretofore passed in this cause, in the Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the term of said Order Nisi, and no objection having been made to said sale and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 22nd day of May, nineteen hundred and thirty-four, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the sale therein reported be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge.

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

Per: J Millard Lewis, 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 first day of the same month, in the year of our Lord, one thousand nine hundred and thirty-four.

Were present,

Hon. John R. Patterson, 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,

Edgar a Jones, ex parte. Trust created by mortgage from John G. Pusey and Anna M. Pusey to Howard Anderson	Be it remembered that heretofore to wit, on the twelfth day of January, in the year nineteen hundred thirty-four

a certain Edgar A. Jones 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 Howard Anderson by a certain John G. Pusey and Anna M. Pusey of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 17th day of August in the year nineteen hundred and twenty-eight by John G. Pusey and Anna M. Pusey, his wife, both of Somerset County in the State of Maryland,

Whereas the said John G. Pusey and Anna M. Pusey, his wife, have borrowed from Howard Anderson of said county and state, the full and just sum of six hundred and fifty dollars ($650.00) as evidenced by the joint bill obligatory of the said John G. Pusey and Anna M. Pusey, his wife, to the said Howard Anderson for the said principal sum of six hundred and fifty dollars ($650.00) 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 thereof and to secure the payment of which sum with interest as aforesaid, these presents are executed.

Now therefore this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, we the said John G. Pusey and Anna M. Pusey, his wife, do hereby grant and convey unto the said Howard Anderson, his heirs and assigns all that lot or lots, parcel or parcels of land known as a part of the "Neewill Hastings Land", situated and lying in East Princess Anne Election District in Somerset County in the State of Maryland and lying and binding on the south side of the County road leading from Salisbury to Pocomoke City and adjoining the land formally owned by the late Azariah Pusey on the east, Deep Branch Tax Ditch, on the south and the land formerly known as the Thomas Hayman Land on the west, and containing forty-five acres of land more or less and being the same and all the land which was conveyed unto the said John G. Pusey by Lewis Harman and wife by deed dated on the 5th day of August, 1913 and to which said deed and all the recitals therein contained and duly recorded among the land records of Somerset County, Maryland in Liber S.F.D. No. 63, folio, 547, 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, waters, roads, ways, 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 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 John G. Pusey and ------ Pusey, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, his personal 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 part 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 hundred and fifty dollars, and to cause the policy to be effected thereonto

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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: John G. Pusey (Seal)

Vernon E. White Anna M. Pusey (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this ----- day of August 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 John G. Pusey and Anna M. Pusey, 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 Howard Anderson, 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 Howard Anderson, 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 17, 1928 and recorded in Liber G.W.L. No. 95, folio, 508 one of the land records of Somerset County.

Per: George W. Lawson, Clerk.

ASSIGNMENT

I hereby assign the within mortgage to Edgar A. Jones for the purpose of foreclosure and collection.

Witness my hand and seal this 29th day of December, 1933.

Howard Anderson, Jr., witness Howard Anderson (Seal)

Filed for record January 12, 1934 and recorded in Liber G.W.L. No. 95, folio, 508.

Test: J. Millard Tawes, Clerk.

And thereupon the said Edgar A. Jones, assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, Edgar A. Jones, Howard Anderson and Howard Anderson, Jr., all of Somerset County and the State of Maryland, are firmly bound unto the State of Maryland in the full and just sum of one thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of January, in the year nineteen hundred and thirty-four.

Whereas by mortgage dated August 17, 1928, recorded among the land records of

Somerset County, Maryland, in Liber G.W.L. No. 95, folio, 508 and etc., John G. Pusey and Anna M. Pusey conveyed unto Howard Anderson certain real estate in said Somerset County, to secure the payment of the sum therein mentioned and whereas by assignment dated December 29th, 1933 the said Howard Anderson assigned the said mortgage to Edgar A. Jones for the purpose of foreclosure and collection and whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage and whereas default has occured in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

Now therefore the condition of the above obligation is such, that if the above bounden, Edgar A. Jones, do and shall well and faithfully perform the trust reposed in him by said mortgage and shall abide 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 is void, otherwise to be and remain in full force and virtue in law.

Edgar A. Jones (Seal)
Howard Anderson (Seal)
Howard Anderson, Jr. (Seal)

Benjamin L. Barnes, witness

The within bond approved.

J. Millard Tawes, Clerk

And thereafter to wit, on the Thirty-first day of January in the year nineteen hundred and thirty-four, 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:

Edgar A. Jones, ex parte. Trust created by mortgage from John G. Pusey and Anna M. Pusey to Howard Anderson.	No. 4548 Chancery Circuit Court for Somerset County, Maryland

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

The report of Edgar A. Jones, assignee for the purpose of foreclosure and collection of a mortgage from John G. Pusey and Anna M. Pusey, his wife, to Howard Anderson, dated August 17, 1928, and recorded among the land records of Somerset County, Maryland, in Liber B.W.L. 95, folio 508, and assigned to the said Edgar A. Jones, for the purpose aforesaid, which said assignment is duly of record among the said land records, respectfully shows:

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 Somerset News, a weekly newspaper, published in said Somerset County, and by hand bill posted at the Court House door, in Princess Anne, Maryland, he did in pursuance of said notice attend in front of the Court House door, on Tuesday January 30, 1934 at 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, to wit:

All that farm, tract or parcel of land in East Princess Anne Election District, Somerset County, Maryland, and lying and binding on the County road leading from Salisbury to Pocomoke, and adjoining the land formerly owned by the late Azariah Pusey on the East,

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Deep Branch Tax Ditch on the South, and the land formerly known as the Thomas Hayman land on the West and containing forty-five acres, more or less, and being the same land which was conveyed unto the said John G. Pusey by Lewis Harmon and wife by deed dated August 30, 1913 and recorded among the land records of Somerset County in Liber S.F.D. No. 63 folio 547.

Your trustee offered the property above described at Public Auction and sold the same to Howard Anderson, he being the highest bidder therefor, at and for the sum of eleven hundred dollars ($1100.00), and the purchaser has complied with the terms of sale to the satisfaction of the assignee.

And the assignee charges himself with the proceeds of said sale and prays your honor to ratify the same and also the distribution herein made of the proceeds of the sale, the said proceeds being less than the requirements to pay the mortgage, debt, interest, taxes and expenses.

Whole amount mortgage debt		$650.00
Interest on above		211.25
State and County taxes		156.97
Advertising		21.50
Clerk's costs		22.50
Insurance paid by mortgagee		15.00
Auctioneer		2.00
Trustee for his commissions		78.00
		$1157.22
Whole amount of proceeds of sale	$1100.00	
Total amount of indebtedness	1157.22	
	-44.78	
Leaving a balance due on said mortgage of	$44.74	

Respectfully submitted,

Edgar a Jones,
Trustee and assignee for
the purpose of foreclosure.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of January, in the year nineteen hundred and thirty-four, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, the assignee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was afirly made.

As witness my hand the day and year first above written.

J. Millard Tawes, Clerk.

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

Edgar A Jones, ex parte. Trust created by mortgage from John G. Pusey and Anna M. Pusey to Howard Anderson.	No. 4548 Chancery Circuit Court for Somerset County, Maryland

It is ordered by the Circuit Court for Somerset County, Maryland, this 31st day of January in the year nineteen hundred and thirty-four, that the report of Edgar A. Jones, assignee mentioned in the foregoing report of sale, and the sale of the real estate by him reported and the distribution of the proceeds, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 21st day of March, 1934, 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 March, 1934.

The report states the amount of sales to be $1100.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-ninth day of May in the year nineteen hundred and thirty-four comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order to wit:

It having been proved to the Court that a copy of the preceeding Order Nisi has been published to its provisions, and no exceptions having been filed, and no cause to the contrary having been shown, it is this 29th day of May in the year nineteen hundred and thirty-four, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of sale and the distribution of the proceeds thereof made by Edgar A. Jones, assignee, and the sale by him reported, be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge

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

Per J. Millard Tawes, Clerk

Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, Vs. Edna C. White, J. Edward White, Percy A. White, Wilbur M. White, Inez G. White, Beulah A. Nelson and Henry J. Nelson	Be it remembered that heretofore, to wit, on the twenty-second day of September, in the year nineteen hundred thirty-three, a certain Stanley G. Robins, trustee of Virginia W. Horsey, Bankrupt, exhibited and filed in the Circuit Court here a bill of complaint against Edna C.

White, J. Edward White, Percy A. White, Wilbur M. White, Inez G. White, Beulah A. Nelson and Henry J. Nelson, which said bill of complaint is in the words following, to wit:

Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, Vs. Edna C. White, J. Edward White, Percy A. White, Wilbur M. White, Inez G. White, Beulah A. Nelson and Henry J. Nelson	No. 4512 Chancery Cricuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The Bill of Complaint of Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, respectfully shows:

(1) That James Arthur White, late of Somerset County, Maryland, departed this life during or about the month of March, 1933, intestate, seized and possessed in fee simple of two pieces or parcels of real estate situate in West Princess Anne Election District, Somerset County, State of Maryland, and more particularly described as follows:

(a) All that piece or parcel of land on the South side of and binding upon the State Road leading from Deals Island to Princess Anne, and on the West side of and binding upon the Manokin River, adjoining the land of Frank Lano, known as a part of "Arcadia", containing three hundred four acres, more or less, and being land that was conveyed to James Arthur White by the two following deeds duly recorded among the Land Records of Somerset County, Maryland:

(1) Deed from Affria Fooks and wife dated February 14th, 1917, and recorded in

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Liber W.J.S. No. 71, folio 547; (2) Deed from James T. Owens and wife dated January 11th 1920, and recorded in Liber W.J.S. No. 79, folio 484; said land being encumbered by a mortgage from James A. White and wife to Beulah A. Nelson originally for the sum of twelve thousand five hundred dollars dated October 24th, 1922 and recorded among the land records aforesaid in Liber W.J.S. No. 83, folio 462, on which said mortgage there is a balance of eight thousand dollars owing on principal, same being held by Beulah A. Nelson and Henry J. Nelson, her husband, by assignment dated July 16th, 1923, both of said mortgagees being of full legal age and being residents of Somerset County, State of Maryland.

(b) All that piece or parcel of land situate on the North side of and binding upon the State Road leading from Deals Island to Princess Anne, adjoining the lands of Charles T. Fisher, Virginia U. Page and others, containing seventy-seven acres, more or less; being the same land that was conveyed to James Arthur White by the Cohn & Bock Company, a body corporate, by deed dated February 19th, 1918, and recorded among the Land Records aforesaid in Liber W.J.S. No. 74, folio 38.

(2) That the said James Arthur White left surviving him as his only heirs-at-law his widow, Edna C. White, and five children, to wit: J. Edward White, Virginia W. Horsey, Wilbur M. White, Percy A. White and Inez G. White, all of whom are adults with the exception of Inez G. White, who is an infant under the age of twenty-one years, and all of whom reside in Somerset County, Maryland, with the exception of Wilbur M. White, who resides at Woodlawn in Baltimore City, State of Maryland, and Virginia W. Horsey, who resides in Wicomico County, State of Maryland, to whom said real estate descended by operation of law upon the death of the said James Arthur White.

(3) That the said Virginia W. Horsey was, on July 20th, 1933, adjudged a bankrupt by the United States District Court for the District of Maryland, at Baltimore, and your complainant was duly elected Trustee of her Bankrupt estate and has duly qualified by filing bond, all of which will appear by reference to the proceedings in No. 7483 Bankrupt Docket "Y" in said Court, as well as by the certificate of the Trustee's election and qualification filed herewith and designated as complainant's "Exhibit A".

(4) That under the provisions of Section 70 of the Bankruptcy Act, your complainant holds title to all of the assets of the said Virginia W. Horsey, Bankrupt, as Trustee aforesaid, and is, therefore, seized and possessed as a tenant in common in said real estate with the hereinbefore enumerated heirs of the said James Arthur White.

(5) That on the 20th day of September, 1933, the United States District Court for the District of Maryland in the aforesaid Bankruptcy case did pass and order authorizing and directing your complainant to enter this suit for the purpose of liquidating the interest of the said Virginia W. Horsey in said real estate so that the proceeds thereof might be made available for her creditors, all of which will appear by reference to a certified copy of said order filed herewith and designated as Complainant's "Exhibit B".

(6) That the personal estate of the said James Arthur White is more than sufficient to pay all of his just debts and funeral expenses and the cost of administering his estate and that letters of administration on said personal estate have been granted unto Edna C. White and J. Edward White, who have duly qualified.

(7) That the particular interest in said real estate of which your complainant is now seized and possessed by virtue of the aforesaid bankruptcy proceedings was conveyed to Virginia W. Horsey by J. Edward White and wife by deed dated March 16th, 1933, and recorded among the Land Records aforesaid in Liber J.M.T. No. 105, folio, 288, it being the same interest which Virginia W. Horsey and husband had conveyed to the said J. Edward White by deed dated March 15th, 1933, and recorded among the land records

aforesaid in Liber J.M.T. No. 104, folio 447.

(8) That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above set forth and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their respective interests.

To the end, therefore,

(a) That a decree may be passed for the sale of said real estate free, clear and discharged of the lien of the mortgage held by Beulah A. Nelson and Henry J. Nelson hereinbefore referred to.

(b) That the proceeds of said sale may be distributed among the parties hereto according to their respective interests.

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

May it please your Honors to grant unto your complainant a writ of subpoena directed to the Sheriff of Somerset County, Maryland, for Edna C. White, J. Edward White, Percy A. White, Beulah A. Nelson, Henry J. Nelson, all adults, and Inez G. White, an infant, all residing in Somerset County, Maryland, and a writ of subpoena directed to the Sheriff of Baltimore County, Maryland, for Wilbur M. White of Woodlawn, 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 perfor such decree as may be passed therein.

And as in duty bound, etc.,

Wailes--Robins,
solicitors for complainant.

Stanley G. Robins,
Trustee of Virginia W.
Horsey, Bankrupt.

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

United States of America, District of Maryland, to wit:

I, Arthur L. Spamer, Clerk of the District Court of the United States for the District of Maryland, do certify that Stanley G. Robins was on the 14th day of August, 1933 appointed trustee of the bankrupt estate of Virginia W. Horsey, bankrupt, No. 7483 Bankrupt Docket "Y".

And I do further certify that the said trustee has qualified as such by filling the required bond, which has been duly approved.

In testimony whereof, I hereunto set my hand and affix the seal of said District Court, this 20th day of September, 1933.

Seal Arthur L. Spamer, Clerk

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

In the matter of Virginia W. Horsey, Bankrupt) District Court of the United
) States for the District of Maryland

Ordered this 20th day of September, in the year 1933, by the United States District Court for the District of Maryland, that Stanley G. Robins, Trustee of Virginia W. Horsey Bankrupt, be and he is hereby authorized and directed to institute in the Circuit Court for Somerset County, Maryland, in Equity, a suit against the heirs of James Arthur White, late of Somerset County, Maryland, deceased, in which he is authorized to make the mortgagees of the said James Arthur White parties for the purpose of selling free and clear of liens, in order to obtain the appointment of a trustee in that Court to make sale of the real estate of which the said James Arthur White died seized and possessed so that the interest of Virginia W. Horsey, Bankrupt, in said real estate might be liquidated for the benefit of her creditors.

William C. Coleman, U. S. District Judge

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United States of America, District of Maryland, to wit:

I, Arthur L. Spamer, Clerk of the District Court of the United States for the District of Maryland, do hereby certify that the aforegoing is a true copy of an Order of Court which was entered and filed on the 20th day of September, 1933, in the therein entitled matter of Virginia W. Horsey, Bankrupt, No. 7483, Bankrupt Docket "Y", in said District Court.

In testimony whereof, I hereunto set my hand and affix the seal of the said District Court this 20th day of September, 1933.

SEAL Arthur L. Spamer.

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:

SEAL

The State of Maryland,

Edna C. White, J. Edward White, Percy A. White, Beulah A. Nelson, Henry J. Nelson, Inez G. White, 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 October next to answer the complaint of

Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, 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 September, Anno Domini, 1933, issued the 22nd day of September, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Wilbur M. White of Baltimore County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in October next to answer the complaint of Stanley G. Robins, trustee of Virginia W. Horsey, Bankrupt, 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 September, Anno Domini, 1933, issued the 22nd day of September, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland

Inez G. White, infant, of Baltimore County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in October next to answer the complaint of Virginia W. Horsey, Bankrupt 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 September, Anno Domini, 1933, issued the 27th day of September, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in October in the year, nineteen hundred thirty-three, and the day of the return of the above recited writs, came again into Court here the said complainant by his solicitor, and the Sheriff 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 Edna C. White, J. Edward White, Percy A. White, Beulah A. Nelson, Henry J. Nelson and copy of summons left with each of them.

Luther Daugherty, Sheriff

And at the same time also came Bremer A. Trail, Sheriff, to whom the second and third subpoenas were directed, also came and made return thereof to the Court here in the words following, to wit:

For the second said subpoena, summoned and copy of subpoena left with him.

Bremer A. Trail, Sheriff

For the third said subpoena, summond Inez G. White, an infant, by reading subpoena to said infant and a copy of subpoena left with said infant and a copy of subpoena left with Wilbur M. White, custodian of said infant.

Bremer A. Trail, Sheriff

And thereafter to wit, on the twenty-sixth day of October, in the year nineteen hundred and thirty-three, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, Vs. Edna C. White et al.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the judges of said Court:

The petition of Stanley G. Robins, Trustee, Complainant in the above cause, respectfully represents:

That Inez G. White, infant defendant in said cause, has been duly summoned but being an infant she cannot answer and defend this suit for herself, wherefore your petitioner prays your Honors to appoint a Guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

Stanley G. Robins, Trustee
Complainant

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

Ordered this 25th day of October, 1933, by the Circuit Court for Somerset County, Maryland, in Equity, upon the foregoing petition that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Inez G. White, infant defendant in the above cause.

Robert F. Duer, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

Stanley G. Robins, Trustee of Virginia W. Horsey, bankrupt Vs. Edna C. White et al.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The answer of Inez G. White, infant defendant, by James R. Stewart, her Guardian ad litem,

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duly appointed by order of this Court, to the bill of complaint of Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, against her and others in this Court exhibited, says that this defendant being an infant cannot admit any of the matters and things in said bill of complaint alleged and submits her rights hereunder to the protection of this Court.

Respectfully submitted,

James R. Stewart,
Guardian ad litem for Inez
G. White.

And thereafter to wit, on the twenty-sixth day of October in the year nineteen hundred and thirty-three, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt Vs. Edna C. White et al.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The petition of Stanley G. Robins, Trustee, complainant in the above entitled cause respectfully represents:

That the infant defendant, Inez G. White, after having been duly summoned, has filed her answer to the bill of complaint by her Guardian ad litem, but Edna C. White, J. Edward White, Percy A. White, Wilbur M. White, Buelah A. Nelson and Henry J. Nelson, adult defendants, although they have been duly summoned, have failed to appear and answer said bill of complaint within the time prescribed by the rules of this Court,

Wherefore, your complainant prays your Honors that the bill of complaint may be taken pro confesso against said non-appearing and non-answering adult defendants, and that your complainant be granted leave to take testimony before one of the standing Examiners of this Court in order to support the allegations of said bill of complaint.

Stanley G. Robins, Trustee
Complainant

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

Upon the foregoing petition, it is this 25th day of October, 1933, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the bill of complaint in the above cause, be and it is hereby taken pro confesso against Edna C. White, J. Edward White, Percy A. White, Wilbur M. White, Beulah A. Nelson and Henry J. Nelson, non-appearing and non-answering adult defendants; and it is further adjudged, ordered and decreed that the complainant is entitled to relief in the premises, but because it does not certainly appear to what relief the complainant is entitled, it is further adjudged and ordered that leave be granted to the complainant to take testimony before one of the standing Examiners of this Court in order to support the allegations of the bill of complaint.

Robert F. Duer, Judge.

And afterwards, to wit, on the twenty-sixth day of October, in the year nineteen hundred and thirty-three, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof of a certain testimony by him taken, in the words following, to wit:

Stanley G. Robins, Trustee, etc., Vs. Edna C. White, et. als.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

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 law office in Princess Anne, Md. on Thursday, October, 26, 1933, I did take the following depositions, that is to say:

James Edward White, a witness of lawful age, being first duly sworn, deposing says:

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

Ands. James Edward White; age 32 years; residence Princess Anne, Md.; occupation, postal clerk at Princess Anne.

Int. 2-Do you know the parties to this and are you related to any of them,

Ans. I know them all. Edna C. White is my step-mother. Virginia W. Horsey, Percy A. White, Wilbur M. White and Inez G. White are my brothers and sisters. Beulah A. Nelson and Henry J. Nelson are not related to me.

Int. 3-Did you know James Arthur White during his life time.

Ans. Yes, he was my father. He died in February, 1933 with--- leaving a will, and his heirs at law are Edna C. White, his widow and five children, myself, J. Edward White, Virginia W. Horsey, Wilbur M. White, Percy A. White and Inez G. White.

Int. 4-Which of these heirs are adults and where do they all reside?

Ans. They are all adults but one, who is Inez G. White, who is seventeen years of age. Edna C. White, Percy A. White, Inez G. White and myself reside in Somerset County. Wilbur M. White resides in Baltimore County, Md. Virginia W. Horsey resides in Wicomico County, Maryland. Beulah A. and Henry J. Nelson are adults residing in Somerset County, Md.

Int. 5-Did your father, James Arthur White, own any real estate in Somerset County, Maryland, at the time of his death; and if so, describe it and state its value?

Ans. He owned two pieces of real estate in Somerset County. First, 304 acres of land in W. Princess Anne Elec. District, on the south side of the State Road leading from Princess Anne to Deals Island and on the west side of the Manokin River, known as a part of "Arcadia", This parcel is encumbered by a mortgage held by Beulah A. Nelson and Henry J. Nelson, on which there is a balance due of $8000.00, with a year's accrued interest. This farm in my opinion is worth from $10,000.00 to $12,000.00 under present conditions.

The second tract is 65 acres of woodland on the north side of the State Road leading from Princess Anne to Deals Island, adjoining the lands of Dr. Chas. T. Fisher and others, being land conveyed to my father by the Cohn & Bock Co., It is worth $1000.00.

Int. 6-In your opinion is this real estate susceptible of partition without material loss and injury to the parties in interest.

Ans. I don't hardly see how it can be. There are buildings and improvements on the home place and it cannot be divided without a sale.

Court question and answer:

"Nothing of any importance".

J. Edward White

Test:

Harry C. Dashiell, Exam.

James S. P. White, a witness of lawful age, being first duly sworn, deposing says:

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

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Ans. James S. P. White; age 82 years; residence near Princess Anne, Md., occupation helping on the farm.

Int. 2-Do you know the parties to this suit and are you related to any of them?

Ans. I know all these parties. The defendants are the wife and children of my son, J. Arthur White, deceased, except the Nelsons, who hold a mortgage on the farm.

Int. 3-Did you know James Arthur White during his life time?

Ans. Yes, he was my son. He died in February, 1933, without a will and his heirs at law are his widow, Edna C. White, and his children, J. Edward White, Virginia W. Horsey, Wilbur M. White, Percy A. White and Inez G. White.

Int. 4-Which of these heirs are adults and where do they all reside?

Ans. They are all adults except, Inez G. White. Edna C. White, Percy A. White, Inez G. White and J. Edward White all reside in Somerset County; Wilbur M. White resides in Baltimore County and Virginia W. Horsey lives in Wicomico County, Maryland. Henry J. Nelson and Beulah A. Nelson reside in Somerset County, Maryland

Int. 5-Did J. Arthur White own any real estate in Somerset County at the time of his death, and, if so describe it and state its value?

Ans. He owned 304 acres on the south side of the Deals Island-Princess Anne State Road, which, with improvements, I value at $11,000.00 or $12,000.00. He also owned a tract of woodland of about 65 acres on the south side of the same road, and this is worth $800.00.

Int. 6-In your opinion is this real estate susceptible of partition among the parties without material loss and injury to them?

Ans. I do not think it can be divided satisfactory and I think it should all be sold and the proceeds divided.

Court question and answer:

"No, sir".

Test: James S. P. White.
Harry C. Dashiell, Exam.

Stanley G. Robins, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Stanley G. Robins; age 33 years; residence, Salisbury, Md., occupation, attorney at law.

Int. 2-Are you a party to this suit?

Ans. Yes, I, as Trustee of Virginia W. Horsey, Bankrupt, am the complainant. I am not related to the other parties.

Int. 3-When and where was Virginia W. Horsey adjudged bankrupt?

Ans. On July 20, 1933, by the United States District Court for the District of Maryland. I was elected her trustee and qualified by filing bond.

(Complaint offers Exhibit "A" in evidence)

On Sept. 20, 1933, the United States District Court passed an order instructing me to proceed to the institute suit for the purpose of selling the real estate described in these proceedings.

(Complainant offers in evidence Exhibit "B")

By virtue of Sec. 70 of the Bankruptcy Act, I as trustee of Virginia W. Horsey hold title to an undivided two-fifteenth interest in the property of which James Arthur White died seized and possessed. This particular interest of Virginia W. Horsey was conveyed to her by J. Edward White by deed dated March 16, 1933, duly recorded in Somerset County, Maryland, it being the same interest that Virginia W. Horsey and husband conveyed to J. Edward White by deed dated March 15, 1933, duly recorded as aforesaid.

I understand that the personal estate is sufficient to pay the debts of J. Arthur White with the exception of the mortgage and taxes, and interest.

Court question and answer:

"That is all".

Test: Harry C. Dashiell, Exam. Stanley G. Robins

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 corret, Given under my hand and seal this 26th day of October, 1933.

Bill of costs:

Harry C. Dashiell examiner	$4.00
J. S. P. White witness	.75
	$4.75

Harry C. Dashiell (Seal)
Examiner in Chancery

And thereafter, to wit, on the twenty-fifth day of November in the year nineteen hundred and thirty-three, the Circuit Court here passed the following decree in the premises, to wit:

Stanley G. Robins, Trustee of Virginia W. Horsey Vs. Edna C. White, et al.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

The proceedings in the above entitled cause having been read and considered, it is thereupon this 25th day of November, 1933, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the property in the proceedings mentioned be sold and that Stanley G. Robins, be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings shall be as follows: he sahll first file with the Clerk of the Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of twelve thousand dollars, if corporate surety be given, and in the penalty of twenty-four thousand dollars, if personal surety be given, 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 by giving at least three week's notice by advertisement inserted in such newspaper or newspapers published in Somerset County, Maryland, as he shall think proper of the time, place, manner and terms of sale, which said terms shall be as follows: one-third in cash on the day of sale and the balance in six months from the day of sale, the deferred payments to bear interest from the day of sale, or all cash at the option of the purchaser.

As soon as may be convenient after the sale, the said Trustee shall render to this Court a full and particular report of the proceedings relative to such sale, with an affidavit annexed, of the truth thereof and of the fairness of said sale and upon obtaining the Court's ratification of the sale and upon the payment of the whole purchase 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 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 the Court, after deducting the cost of this suit and such commissions to the said Trustee as this Court should think

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proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Robert F. Duer, Judge

And thereupon, the said Stanley G. Robins, trustee, filed in Court here a bond in the words following, to wit:

Known all men by these presents:

That we, Stanley G. Robins, as principal, and the United States Fidelity and Guaranty Compnay, a body corporate, duly incorporated under the laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of twelve thousand dollars ($12,000.00), to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this fifth day of December, in the year of our Lord one thousand nine hundred and thirty-three.

Whereas, the above bounden Stanley G. Robings by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County dated the twenty-fifth day of November, 1933, mentioned in the proceedings in the case of Stanley G. Robins, trustee of Virginia W. Horsey, Bankrupt, vs. Edna C. White, et al., now pending in said Court.

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

Stanley G. Robins (Seal)

Signed, sealed and delivered in the presence of

UNITED STATES FIDELITY & GUARANTY CO.

By Laura L. Wailes, Attorney-in-fact

Franklin K. Cooper

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirty-first day of January, in the year nineteen hundred and thirty-four, Stanley G. Robins, 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:

Stanley G. Robins, Trustee for Virginia W. Horsey, Bankrupt, Vs. Edna C. White, et al.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of Stanley G. Robins, Trustee appointed by a decree of this Court passed in the above entitled cause, to make sale of certain real estate therein described, respectfully shows:

That after giving bond for the faithful discharge of the trust reposed in him by said decree, and after having given three week's notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper published in Somerset County, Maryland, and by handbills extensively circulated through Somerset

County, he did, pursuant to said notice, attend at the front door of the Court House in Princess Anne, Somerset County, Maryland, on the 26th day of December, in the year 1933, at the hour of 2:00 o'clock, P.M., and then and there did proceed to sell the property described in said proceedings, all of which is located in West Princess Anne Election District, Somerset County, State of Maryland, and more particularly described in two parcels as follows:

(1) Your Trustee first offered all that piece or parcel of land known as the "Home Place" of J. Arthur White, late of Somerset County, Maryland, deceased, located on the South side of and binding upon the State Road leading from Princess Anne to Deals Island, and on the West side of and binding upon the Manokin River, adjoining the lands of Frank Lano and others and known as a part of "Arcadia", containing 302 acres, more or less; and being the same land that was conveyed unto James Arthur White by the two following deeds duly recorded among the land records of Somerset County, Maryland: (a) Deed from Affria Fooks and wife dated February 14th, 1917, recorded in Liber W. J. S. No. 71, folio 547; (b) Deed from James T. Owens and wife dated January 11th, 1920, recorded in Liber W. J. S. No. 79, folio 484; except two acres, more or less, thereof conveyed unto Albert Dashiell by James A. White and wife by deed dated February 4th, 1930, recorded among the Land Records aforesaid in Liber G. W. L. No. 99, folio 541.

And sold the same to E. Mace Smith, Roy W. Smith and Earl Smith, of Somerset County, Maryland, they being then and there the highest bidders therefor at and for the sum of fifteen thousand six hundred fifty dollars, and the said purchasers have complied with the terms of sale by paying one-third thereof, or fifty-two hundred sixteen dollars and sixty-seven cents in cash and will pay the balance of said purchase price on or before June 26th, 1934, in accordance with said terms of sale, and your Trustee has deposited said money arising from said sale to his credit as "Trustee of the J. Arthur White Estate" in the Farmers & Merchants Bank of Salisbury.

(2) Your Trustee next offered all that piece or parcel of woodland situate on the North side of and binding upon the State Road leading from Deals Island to Princess Anne, adjoining the lands of Charles T. Fisher, Virginia U. Page and other, containing sixty-one and eighty-two hundredths (61.82) acres, more or less, and being land that was conveyed unto James Arthur White by the Cohn & Bock Company by deed dated February 19th, 1918, recorded among the Land Records aforesaid in Liber W.J.S. No. 74, folio 38; except so much thereof as was conveyed by James Arthur White and wife by the following deeds recorded among the Land Records aforesaid, to wit: (a) Deed to William J. Davis dated February 19th, 1918, recorded in Liber W.J.S. No. 74, folio 42; (b) Deed to Littleton Waters dated February 19th, 1918, recorded in Liber W. J. S. No. 74, folio 43; (c) Deed to Anthony P. James dated August 31st, 1918, recorded in Liber W.J. S. No. 74, folio 494; (d) Deed to John Tilghman dated May 28th, 1920, recorded in Liber W.J.S. No. 80, folio 480; (e) Deed to Anthony P. James dated June 22nd, 1920, recorded in Liber W.J.S. No. 80, folio 561; (f) Deed to Mason White dated July 31st, 1920, recorded in Liber W.J.S. No. 81 folio 108; (g) Deed to Mary Tilghman dated April 3rd, 1927, recorded in Liber W.J.S. No. 94 folio, 231.

And sold same to William H. Mason, of Somerset County, Maryland, he being then and there the highest bidder therefor at and for the sum of nine hundred fifty dollars, and the said purchaser has given your Trustee his note for the said sum of nine hundred fifty dollars, payable on January 2nd, 1934.

Respectfully submitted,

Stanley G. Robins, Trustee

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State of Maryland, Somerset County, to wit:

On this thirtieth day of December, 1933, personally appeared before me, Clerk of the Circuit Court for Somerset County, State of Maryland, Stanley G. Robins, Trustee 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 and belief, and that the sales were fairly made.

J. Millard Tawes, Clerk

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

Stanley G. Robins, Trustee of Virginia W. Horsey, Bankrupt, Vs. Edna C. White, et al.	No. 4512 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sales of the properties mentioned in these proceedings made and reported by Stanley G. Robins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of January, 1934; provided a copy of this order be inserted in some newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 26th day of January, 1934.

The Report states the amount of sales to be $16600.00.

J. Millard Tawes, Clerk

And now at this day to wit, on the thirty-first day of January, in the year nineteen hundred thirty-four comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Ordered by the Court this thirty-first day of January, 1934, that the sales made and reported by the Trustee aforesaid be, and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and the Trustee is hereby allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert F. Duer, Judge

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

By 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 March being the fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

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:

FARMERS BANK OF SOMERSET COUNTY, A Maryland Corporation, and Edward T. Landon, Vs. Mary E. Stewart, widow, Elmira Stewart Dubose, Maulwin Stewart, Ada Belle Stewart Robert Stewart, Mary George Stewart, Widow and heirs at law of George E. Stewart, and George H. Massey, Admr. of Geo. E. Stewart.	Be it remembered that heretofore, to wit, on the twenty-ninth day of March in the year nineteen hundred and thirty-three, a certain Farmers Bank of Somerset County, a Maryland Corporation and Edward T. Landon by Gordon Tull, its solicitor exhibited and filed in the Circuit Court here a bill of

complaint against Mary E. Stewart, widow, Elmira Stewart Dubose, Maulwin Stewart, Ada Belle Stewart, Robert Stewart, Mary George Stewart, widow and heirs at law of George E. Stewart and George H. Massey, Admr. of George E. Stewart, which said bill of complaint is in the words following, to wit:

To the Honorable the Judge of said Court:

Your Orators, who sue as well for themselves as for all other Creditors of George E. Stewart, late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, Complaining, say:

1. That the said George E. Stewart was in his life time and at the time of his death indebted to your orator, the Farmers Bank in the amount of fifteen hundred dollars, together with $150.00 collection charges and $7.00 costs, on a judgment being No.72 Apprs, Sept. Term, 1926, and dated Nov. 20th, 1926, which said judgment with all the credits thereon is herewith filed as "Exhibit A".

And also to the said Farmers Bank in the amount of $356.61 with $35.00 collection charges and $7.00 costs, on judgment dated 1/13/32, being No. 78 Apprs. Jany. Term, 1932, in favor of George W. Page, Receiver of the Farmers Bank, which judgment has been re-assigned to the Farmers Bank.

And also to J. Stanley Adams & S. James Adams, trading as J. Stanley Adams & Co. in the amount of judgment dated 7/3/28 for $252.92 with $25.29 collection charges and $7.00 costs, with interest,

And also to Edward T. Landon on a judgment dated 2/18/31 for $271.80 with $27.18 collection charges and $7.00 costs, being No. 130 Apprs. Jany. Term, 1931.

2. That the said George E. Stewart being so indebted as aforesaid unto your orators and also unto others, and having real estate and an insufficient amount of personal property to pay his debts, departed this life on the 19th day of January, 1933, intestate, and leaving a widow, Mary E. Stewart, and the following children, surviving him as his heirs at law.

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(a) Elmira Stewart, who intermarried with Mr. Dubose, of full age and resides at 631 Pitcher St., Baltimore, Md.

(b) Maulwin Stewart, of full age and resides at 1744 Camac St., Phila.

(c) Ada Belle Stewart, a minor and lives in Somerset County.

(d) Robert Stewart, a minor and lives in Somerset County.

(e) Mary George Stewart, a minor, and lives in Somerset County.

3. That administration has been granted on the estate of said George E. Stewart, it is very doubtful about there being enough personal estate to pay the widow her allowance under the law where there are minor children.

4. That the said real estate owned by the said George E. Stewart at the time of his death, consists of his home farm where he resided at the time of his death, of about 84 acres, more or less, in Brinkleys District Somerset County, Maryland, bounded on northerly side by the Cornstock farm, on the easterly by the John Stewart land, now owned by K. S. Stewart, on the south by Morumsco Creek and on westerly by the Marshall land now owned by John T. Handy, and being the land conveyed to said George E. Stewart by deed from Jacob H. Stewart and others, dated January 23rd, 1909, and duly recorded in Liber S.F.D. No. 50, folio 399 &c.

5. That your orators are informed and verily believe that the said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, George E. Stewart, at the time of his death, but they are advised that the same ought to be applied to the payment of your orators and any other creditors of the said George E. Stewarts claims, so far as the same will extend; and that any deficiency in said personal estate ought to be supplied by a sale of all, or such part as may be necessary, of the real estate of the aforesaid debtor.

To the end therefore,

(1) That the said personal property, if any be found, over and above the widow's allowance, may be applied, in due course of administration, in payment of the debts of the intestate due to your orators and others who may come in and contribute to the expenses of this suit.

(2) That the real estate of the said George E. Stewart, deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of the claims of your orators and those of other unsatisfied creditors of said deceased.

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

May it please your Honor to grant unto your orators the Order of Publication giving notice to the said Maulwin Stewart, an adult, who is a non-resident of this State and now resides at 1744 Camac St., Philadelphia, Pa., of the object and substance of this bill, and warning her 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 subpoena directed to the said Elmira Stewart Dubose, at 631 Pitcher St., Balto., Maryland, and to the said Mary E. Stewart, widow, and George H. Massey, Admr. &c and to Ada Belle Stewart, infant, Robert Stewart, infant, and Mary George Stewart, infant, and to the said judgment creditors: J. Stanley Adams and S. James Adams, trading as J. Stanley Adams & Co. all residing in Somerset County, commanding them and each of them to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, your orators, etc.

Gordon Tull, Solicitor.

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

In the Circuit Court for Somerset County, #72 Appr, Term, 1926.

Farmers Bank of Somerset County, a Maryland Corporation, Vs. George E. Stewart and Mary E. Stewart. Short copy of Judgment No. 72 Apprs., damages--$1500.00, Costs--$7.00, Collection fee--$150.00, exemption waived--50¢. Total of $1500.50. Judgment, 20th Nov., 1926 with interest from date.

Test: W. Jerome Sterling, Clerk

Cr. Nov. 20, 1926 $52.50 int. to 6/20/27

Cr. 6/20/27 $45.00 int. to 12/20/27

Cr. 12/22/27 $45.00 int. to 6/20/28

Cr. 8/25/28 $45.00 int. to 12/20/28

Cr. 12/20/28 $45.00 int. to 6/20/29

Cr. 7/29/29 $45.00 int. to 12/20/29

Cr. 1/4/30 $45.00 int. to 6/20/30

Cr. 10/25/20 $45.00 int. to 12/20/30

Cr. 1/3/31 $45.00 int. to 6/20/31

Cr. Jun. 8, 1931 $45.00 int. to 12/20/31

Cr. 12/23/32 $79.52 on int.

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:

Farmers Bank of Somerset County, a corpoartion, etc., and Edward T. Landon, Vs. Mary Stewart, widow, and George H. Massey, admr. &c of George E. Stewart, Elmira Stewart Dubose, Maulwin Stewart, Ada Belle Stewart, Mary George Stewart, widow and heirs at law of George E. Stewart, decd. and J. Stanley Adams and S. James Adams trading as J. Stanley Adams & Co.

No. 4475 Chancery, in the Circuit Court for Somerset County,

The Object of this suit is to procure a decree for the sale of the real estate of George E. Stewart, decd. who died intestate leaving a farm of about 84 acres of land in Brinkleys District, Somerset County, where said Stewart resided when he died to supply the deficiency of personal assets to pay his debts.

The Bill states that said Geo. E. Stewart, died intestate on the 19th day of January, 1933, leaving an insufficient amount of personal property to pay his debts, but leaving the above mentioned farm and real estate, and leaving his widow, Mary E. Stewart, and the following children, as his heirs at law, viz: Elmira Stewart Dubose who resides at 631 Pitcher St., Baltimore, Md. and Maulwin Stewart who resides at 1744 Camac St., Philada. Pa. and Ada Belle Stewart, Robert Stewart and Mary George Stewart, the last three minors and residing in Somerset County, and also the Farmers Bank, Edw. T. Landon & S.J.Adams & Co. as judgment debtors, and that there was insufficient personal property to pay the deceased's said debts and prays for a sale of said real estate to supply said deficiency.

And that Elmira Stewart is a non-resident of this state and resides at 1744 Camac St., Philada. Pa.

It is thereupon this 29th day of March, 1933, ordered by the Circuit Court for Somerset County, 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 15th day of May, 1933, 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 31st day of May, 1933, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

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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:

SEAL The State of Maryland

Ada Belle Stewart, Robert Stewart, Mary George Stewart of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in May next to answer the complaint of 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 6th day of March, Anno Domini, 1933, issued the 29th day of March, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk

Maryland, Somerset County, to wit:

SEAL The State of Maryland

Elmira Stewart Dubose 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 May 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 6th day of March, Anno Domini, 1933, issued the 29th day of March, Anno Domini, 1933.

Per Order, J. Millard Tawes, Clerk

Maryland, Somerset County, to wit:

SEAL The State of Maryland

Mary E. Stewart, George H. Massey, Admr., J. Stanley Adams, S. James Adams trading as J. Stanley Adams & Co. of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in May next to answer the complaint of Farmers Bank of Somerset County against you and otheres 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 March, Anno Domini, 1933 issued the 29th day of March, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in May in the year nineteen hundred and thirty-three, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor and Luther Daugherty, 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 left with each infant and also copy left with Mary E. Stewart guardian of the infant defendants.

Luther Daugherty, Sheriff

And at the same time also came Joseph C. Deegan, Sheriff, to whom the second subpoena was 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.

4/1/33 Joseph C. Deegan, Sheriff

And at the same time also came Luther Daugherty, Sheriff, of Somerset County, to whom the third subpoena was directed, also came and made return thereof to the Court here in the words following, to wit:

Summoned severally.

Luther Daugherty, Sheriff

And thereafter to wit, on the nineteenth day of June in the year nineteen hundred thirty-three, 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 and Edward T. Landon, Vs. Mary E. Stewart, widow and George H. Massey, Admr. of Geo. E. Stewart, decd. Elmire Stewart Dubose, Mauldwin Stewart Ada Belle Stewart, Mary George Stewart, heirs at law of said decd. and J. Stanley Adams and S. James Adams trading as J. Stanley Adams & Co. Judgt. Creditors	No. 4475 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of the plaintiffs, by Gordon Tull, their attorney, in the above entitled cause, respectfully shows:

That the defendants in the above cause, who are residents of this State, have all been duly returned and summoned by the sheriff, and the non-resident defendant has been duly warned to appear by order of publication; that more than fifteen days from the said return days have passed, but defendants have never appeared either in person or by attorney, and, therefore, all are in default

Petitioners, therefore pray your Honor to pass an order taking the Bill Pro-Confesso as against the said Adult defendants, and appoint a Guardian Ad Litem to appear and answer for the said infant defendants.

Respectfully submitted.

Gordon Tull, Plaintiffs Attorney.

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

It appearing upon examination of the papers that all the defendants in this case have been duly returned summoned to appear to the bill of complaint--the residents by the return of the sheriffs and the non-resident by an order of publication duly published, and that they are all in default, not having appeared either in person or by attorney, it is hereby ordered this 19th day of June, 1933, by the Circuit Court for Somerset County in Equity, that the bill of complaint be and the same is hereby taken pro-confesso, as against the said adult defendants, viz: Mary E. Stewart, Geo. H. Massey, Admr, &c. Elmira Stewart Dubose, Mauldwin Stewart, J. Stanley Adams, and S. James Adams; And that the said Ada Belle Stewart, Robert Stewart and Mary George Stewart, being minors, and not able to answer for themselves, James R. Stewart is hereby appointed their guardian ad litem, to answer and defend for them. And plaintiff may proceed to take testimony before a standing examiner to support his bill.

Robert F. Duer, Judge.

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And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

The answer of James R. Stewart, Guardian ad litme, by appointment of this Court, to answer and defend this suit for the said infant defendants, viz: Ada Belle Stewart, Robert Stewart and Mary George Stewart, says that he answers for each of said infant defendants, jointly and severally, and further says that they being infant defendants cannot admit any of the matters and things in said bill of complaint alleged, and submit their rights to the protection of this Court. Done this 19th day of June, 1933.

And as in duty bound &c.

James R. Stewart, Guardian ad litem for infant defendants.

And afterwards, to wit, on the seventeenth day of January, in the year nineteen hundred and thirty-four, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof of a certain testimony by him taken, in the words following, to wit:

Farmers Bank etc. & another	No. 4475 Chancery
Vs.	Circuit Court for
Mary E. Stewart, et. als.	Somerset County, Maryland

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, January 16th, 1934. I did take the following depositions, that is to say:

Mary E. Stewart, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Mary E. Stewart; age 52 years; residence, Marion Station, Md., occupation farmer and house keeper.

Int. 2-Do you know that parties to this suit and if so, how long do have you known them?

Ans. Yes, I know them all. My name is Mary E. Stewart. I am the widow of George E. Stewart, who is dead. He died January 19, 1933, intestate, and left the following children surviving him as his heirs at law: Elmira Stewart Debose, Maulwin Stewart, Ada Bell Stewart, Robt. Stewart, Mary George Stewart, all of whom are of full age except Ada Bell, Mary George and Robert Stewart, who are minors. I am his widow, as I said and he left no other heirs at law.

Int. 3-Did he leave any personal property?

He left no personal property whatever except what is bill of saled to Mr. Massey and an interest in a mortgage worth about $35.00. Mr. Massey is administrator and there will not be more than enough of personal property to pay the expenses of administration.

Int. 4-What debts, if any, did your husband leave?

Ans. He died owing the Farmers Bank a judgment of $1500.00, the collection fees and costs and with interest from date. He also owed the Farmers Bank another judgment of $356.61, with collection fee and costs and interest from date. He also owed J. Stanley Adams & Co., a judgment $253.19, with collection fees and costs and interest from date. He also owed Edward T. Landon a judgment for $271.80, with collection fees, cost and interest.

Int. 5-What real estate, if any, did your husband leave?

Ans. He left a farm in Brinkleys District, known as his home farm where he resided at the time of his death, containing about 84 acres of land, bounded on the north by

Corn Stack Farm, on the east by the John Stewart land, on the south by Marumsco Creek and on the west by marshland and which was conveyed to George E. Stewart by deed from Jacob H. Stewart and others. I estimate the value of the farm to be about $2000.00.

Court question and answer:

I do not know of anything else.

Test: Mary E. Stewart.
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 67 years, residence Marion Station, Md., occupation, farmer.

Int. 2-Do you know the parties to this suit, and if so, how long have you know them?

Ans. I know them and have known them for many years. George E. Stewart is dead and he died intestate. He left a widow, whose name is Mary E. Stewart. He left the following as his only children and heirs at law, Elmira Stewart Debose; Mauwin Stewart, Ada Bell Stewart, Robert Stewart and Mary George Stewart. The last three of whom are minors and under age.

Int. 4-Who administered on the estate of George E. Stewart and what is the result of that administration?

Ans. I took out letters of administration and bonded and qualified as administrator. Since then I have taken an inventory of all the personal property he left. What personal property he had I already had a bill of sale on and it belonged to me. Outside of that he left nothing except an interest in a mortgage, worth about $40.00. He left no other personal property to my knowledge and what he did leave is insufficient and not much more than enough to pay the expenses of administration.

Court question and answer:

"I want to say though that although he did not leave any personal property he did leave a farm of about 84 acres, valued at about $2000.00 situated in Brinkleys Distrist, on Marumsco Creek".

Test: Geo. H. Massey
Harry C. Dashiell

Edwin A. Robinson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edwain A. Robinson; age 42 years; residence Marion Station, Maryland; occupation Cashier of the Farmers Bank.

Int. 2-Do you know the parties to this suit and if so, how long have you known them?

Ans. I know all but the three minors and have known them for years.

Int. 3-Is George Stewart living or dead?

Ans. He is dead and died intestate. He left no personal property sufficient to pay his debt and hardly enough to pay the expenses of administration. He left a widow, Mary E. Stewart, and five children as his heirs at law: the children's names are Elmira Stewart Debose, Mauwin Stewart, Ada Bell Stewart, Mary George Stewart and Robert Stewart.

Int. 4-What real estate if any did he leave and what is its value?

Ans. He left a farm of about 84 acres, in Brinkleys District, on Marumsco Creek, valued about $2000.00.

Int. 5-What indebtedness did he leave to the Farmers Bank, if any?

Ans. He owed the Farmers Bank a judgment dated Nov. 20, 1926, for $1500.00 and on which judgment is still owing the bank $1500.00, which includes interest paid to March 23, 1934. He also owed the Farmers Bank a judgment for $356.51, dated Jan. 13, 1932, on which indebtedness is now due $392.82, which includes interest to this date.

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Court question and answer:

"No".

Test: Edwin A. Robinson.

Harry C. Dashiell, Exam.

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 16th day of January, nineteen hundred and thirty-four.

Bill of costs: Harry C. Dashiell (Seal)

Harry C. Dashiell, examiner $4.00 Examiner in Chancery

And thereafter to wit, on the thirtieth day of January, in the year nineteen hundred and thirty-four, the Circuit Court here passed the following decree in the premises, to wit:

This cause standing ready for hearing and being submitted, the counsel for the parties were heard, and the proceedings read and considered.

It is thereupon, this 30th day of January in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed that the real estate of George E. Stewart, deceased, in the proceedings mentioned, or so much thereof as may be necessary, for the payment of his debts, be sold; 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 or a surety or sureties, to be approved by this Court in the penalty of Four Thousand Dollars ($4000.00) (or $2000.00 if a corporate bond be given) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such weekly newspaper or newspapers published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which terms 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 to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale, 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 Courts ratification of the sale, and on the payment of the whole purchase money (and not before) the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, its or their heirs and assigns, or successors, the property and estateto it, him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants and those claiming by, from or under them, or 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 trustees as this Court shall think proper to allow in condieration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the trustee is directed to give notice to the creditors of the said George E. Stewart, decd. to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the 15th day of March, 1934

Robert 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 Paul L. Gunby and C. Dale Pusey sureties, are of Somerset County, 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 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 2nd day of February, in the year, nineteen hundred and thirty-four.

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 et al. against Mary E. Stewart, et als. being No. 4475 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 and future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: Paul L. Gunby (Seal)

C. Dale Pusey (Seal)

Eva Tull Mills Gordon Tull (Seal)

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the first day of March, in the year nineteen hundred and thirty-four, Gordon Tull, 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. and Edward T. Landon Vs. Mary E. Stewart, widow and Geo. H. Massey, admr. of Geo. E. Stewart, decd. Elmira Stewart Dubose, Mauldwin Stewart Ada Belle Stewart and Mary George Stewart heirs at law & J. Stanley Adams, S. James Adams trading as J. Stanley Adams & Co. Judgment, Creditors.	No. 4475 Chancery Circuit Court for Somerset County, Maryland

To the Honorable the Judge of the Circuit Court for Somerset County:

The report of Gordon Tull, trustee appointed by a decree of this Court, passed in the above entitled cause, dated January 30th, 1934, 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 Somerset News, a weekly newspaper printed and published in Somerset County, for at least four successive weeks before the day of sale, he did, pursuant to said notice, attend at Marion Station, Maryland, in front of the Farmers Bank of Somerset County, on

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Thursday, March first, 1934, at or about the hour of 3:30 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, being the Home Place of said Geo. E. Stewart where he lived and died, containing about 84 acres of land, more or less, with all the improvements thereon, and is bounded on the northerly side by the Cornstack Farm; on the easterly by the John Stewart land, now owned by K.S. Stewart; on the south by Marumsco Creek, and on the west by the Marshall land now owned by John T. Handy, and being the same land conveyed to said George E. Stewart by deed from Jacob H. Stewart, et als, dated Jan. 23rd, 1909, and recorded in Liber S.F.D. No. 50, folio 399.

And your trustee sold the above described property to the Farmers Bank of Somerset County at and for the sum of eleven hundred dollars, it, he being at that sum the highest bidder therefor, and the terms of the sale have been complied with.

Respectfully submitted,

Gordon Tull, Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 1st day of March in the year, 1934, before me the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the trustee mentioned in the aforegoing report, and made oath in due form of law that the matters and things set forth in the above and foregoing report of sale is true as therein set forth and that the sale was fairly made.

Sworn Before,

J. Millard Tawes, Clerk.

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

Farmers Bank of Somerset County, a corporation, etc. and Edward T. Landon Vs. Mary E. Stewart, widow, and George H. Massey, admr, of Geo. E. Stewart, decd. Elmira Stewart Dubose, Mauldwin Stewart Ada Belle Stewart & Mary George Stewart heirs at law, and J. Stanley Adams & S. James Adams, trading as J. Stanley Adams & Co. Judgment creditors.	No. 4475 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 1st day of March, 1934, 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 2nd day of April 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 27th day of March next.

The report states the amount of sales to be $1100.00.

J. Millard Tawes, Clerk

And now at this day to wit, on the fifth day of April, in the year nineteen hundred and thirty-four comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Farmers Bank of Somerset County, a corporation, etc, et als Vs. Mary E. Stewart, et als.	No. 4475 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this fifth day of April, 1934, 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 sahll produce vouchers for.

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.

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By J. Millard Lawrence, 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 seventh day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

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 otheres were the following, to wit:

Gordon Tull, assignee, ex-parte under a mortgage from Anthony J. McBride & wife to Clara L. Woolford	Be it remember that heretofore to wit, on the fifth day of April in the year nineteen hundred thirty-four

a certain Gordon Tull of Somerset County and State of Maryland exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to Clara L. Woolford by a certain Anthony J. McBride and Harriete H. McBride, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 27th day of March in the year nineteen hundred and twenty-six by us Anthony J. McBride and Harriett H. McBride, his wife, of Somerset County in the State of Maryland, witnesseth:

That for and in consideration of the sum of Four Hundred dollars ($400.00) now owing from us, Anthony J. McBride and the said Harriett H. McBride, his wife, to Clara L. Woolford of said county and state as evidenced by the joint bill obligatory of the said Anthony J. McBride and Harriett H. McBride, his wife, to the said Clara L. Woolford for the said principal sum of four hundred dollars with interest thereon from the date thereof payable annually thereon from the date thereof, the whole principal sum payable two years from the date thereof, do grant and hereby convey unto the said Clara L. Woolford all those two lots or parcels of land lying and being situate in East Princess Anne Election District in Somerset County, Maryland and known as a part of the "Stewart Farm" and containing thirty-two acres of land, more or less, and being the same and all the land which was conveyed unto the said Anthony J. McBride by two deeds, one from Solomon and Shilah Bowland dated on the 4th day of September, 1912 and recorded among the land records of Somerset County, Maryland in Liber S.F.D. No. 60, folio 273 and the other from Shilah Bowland and dated on the 8th day of December, 1917 and recorded among the aforesaid land records in Liber W.J.S. No. 73, folio 544 et seq and to which said above mentioned deeds 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 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 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 thier 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 Anthony J. McBride and Harriett H. McBride, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee his personal representatives or assigns, or Henry J. Waters, his or their attorney or agent, at any time after such default to sell the property hereby mortgage, 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 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 commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree of order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the 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 andkeep 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

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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: Harriett H. McBride (Seal)

Edgar A. Jones Anthony J. McBride (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 27th day of March in the year nineteen hundred and twenty-six before the subscriber, a Justice of the Peace, of the State of Maryland, in and for Somerset County aforesaid, personally appeared Anthony J. McBride and Harriett H. McBride, 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 mortgagor 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.

Edgar A. Jones, J. P.

Received for record 27th day of March in the year nineteen hundred and twenty-six and recorded in Liber W.J.S. No. 89, folio 422 one of the land records of Somerset County.

Per W. Jerome Sterling, Clerk.

ASSIGNMENT

State of Maryland, Somerset County, to wit:

For value received, I hereby assign the above and within mortgage to Gordon Tull for the purpose of foreclosure.

Witness my hand and seal this 29th day of March, 1934.

Test: Clara L. Woolford (Seal)

Lena Rigby Woolford

Filed for record 5th day of April in the year nineteen hundred and thirty-four and recorded in Liber W.J.S. No. 89, folio 422.

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 Paul L. Gunby and Howard G. Price 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 ($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 5th day of April, in the year, 1934.

Whereas the above bounden Gordon Tull, by virtue of the power contained in a mortgage from Harriet H. McBride and Anthony J. McBride, her husband, dated March 27th, 1926, and recorded in Liber W.J.S. No. 89, folio 422 &c to Clara L. Woolford, and by said Clara L. Woolford duly assigned to the said Gordon Tull for the purpose of foreclosure; is about to execute the trust reposed in him by foreclosing the said mortgage and selling the property therein contained (default having occured under the covenants therein).

Now, therefore, the condition of the above obligation is such that if the above bounden Gordon Tull, assignee as aforesaid, 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: and shall abide by and fulfill any order or decree which

shall be made by any Court of equity in relation to such 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 our hands and seals the day and year aforesaid.

Gordon Tull (Seal)
Paul L. Gunby (Seal)
Howard G. Price (Seal)

Test:
E. A. Robinson

The within bond approved,

J. Millard Tawes, Clerk

And therafter to wit, on the twenty-fourth day of April in the year nineteen hundred and thirty-four, 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, ex-parte. Under a mortgage from Anthony J. McBride and Harriett H. McBride, his wife, to Clara L. Woolford.

No. 4581 Chancery
Circuit Court for
Somerset County, Maryland

To the Honorable the Judge of said Court:

The report of Gordon Tull, assignee under a mortgage from Anthony J. McBride and Harriett H. McBride, his wife, to Clara L. Woolford, dated March 27th, 1926, and recorded in Liber W.J.S. No. 89, folios 322 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 requisites, as required by law and the power 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, Maryland, for more than three succesive weeks and over twenty one successive days before the day of sale, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday, April 24th, 1934, at or about the hour of 2:00 o'clock P.M. and then and there proceeded to sell said property in manner following, that is to say:

Your assignee and trustee offered at public sale to the highest bidder, for cash, the property mentioned in said mortgage, situate lying and being in East Princess Anne District Somerset County, Md. where the said Anthony J. McBride now resides, known as a part of the Stewart Farm, and containing 32 acres of land, more or less, conveyed to said Anthony J. McBride by two deeds, one from Soloman and Shiloh Bowland dated Sept. 4th, 1912, and recorded in Liber S.F.D. No. 60, folio 273, and the other from Shiloh Bowland dated Dec. 8th 1917, and recorded in Liber W.J.S. No. 73, folio 544, et seq.

And your assignee and trustee sold the above described property to the mortgagee, Clara L. Woolford for the sum of four hundred dollars, she being then and there the highest and best bidder therefor, and the terms of said sale have been complied with and the purchase money paid.

And because the said purchase price is insufficient to pay the said mortgage debt and interest together with the taxes due and the costs of sale, your trustee has audited the account in this report and prays a ratification of the said distribution together the that of the said report of sales.

Respectfully submitted,

Gordon Tull, Assignee

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Distribution of proceeds

Whole amount of purchase price of property		$400.00
Whole amount of principal and interest due		474.00
Costs of sale		
Court costs	$21.00	
Auctioneer	2.00	
Adv. sale, order nisi	8.00	
County & State Taxes, 6 yrs.	103.45	
Trustee Commissions	32.00	
Whole amount of costs of sale	166.45	
Whole amt. of Prin. & int due	474.00	
Prin. & Int. Plus costs	640.45	

Leaving a deficiency, or balance due mortgage of $240.45.

Respectfully submitted,

Gordon Tull, Assignee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of April, in the year, 1934, before me the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, Assignee who made the sale in these proceedings and made oath in due form of law that the matters and things set forth in the above and foregoing report of sales and the distribution of proceeds therein are true and bona fide as therein set forth and further made oath that the sale was fairly made.

Sworn before,

J. Millard Tawes, Clerk.

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

Gordon Tull, assignee, ex parte under a mortgage from Anthony J. McBride and Harriet H. McBride, his wife, to Clara L. Woolford, dated Mch. 27th, 1926 and recorded in Liber W.J.S. No. 89, folio 322 etc.	No. 4581 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 24th day of April, 1934, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds of the sale thereof, as mentioned in these proceedings, made and reported by Gordon Tull, assignee, as aforesaid, of Clara L. Woolford, to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of June, 1934, 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 18th day of May, 1934.

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

J. Millard Tawes, Clerk

And now at this day to wit, on the fifth day of June in the year nineteen hundred and thirty-four, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following to wit:

Gordon Tull, assignee ex-parte under a mortgage from Anthony J. McBride and Harriet McBride, his wife, to Clara L. Woolford	No. 4581 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 5th day of June, 1934, that the sale made and reported by Gordon Tull, assignee and trustee as aforesaid, as well as the distribution of the proceeds of said sale made in said report, be, and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, altho 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 has set forth in the distribution herein.

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 Lawes, Clerk.

John S. Whaley, assignee for the purpose of foreclosure of the Potomac Joint Stock Land Bank of Alexandria, a corporation, mortgagee of Winder Ballard Wilson and Minnie L. Wilson, his wife, ex parte	Be it remembered that heretofore to wit on the twenty-ninth day of January the year nineteen hundred and thirty-four a certain John S. Whaley 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 The Potomac Joint Stock Land Bank of Alexandria by a certain Winder Ballard Wilson and Minnie L. Wilson, his wife of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage made this first day of May in the year one thousand nine hundred and twenty-eight by and between Winder Ballard Wilson and Minnie L. Wilson, his wife, as tenants by the entireties of Somerset County, in the State of Maryland, hereinafter referred to as party of the first part and the Potomac Joint Stock Land Bank of Alexandria, of Alexandria, Virginia, part 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 Potomac Joint Stock Land Bank of Alexandria, in the full and just principal sum of three thousand five hundred dollars ($3,500.00), 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 May, 1928 for said principal sum of three thousand five hundred dollars with interest thereon at the rate of five and one-half per centum, per annum, payable to the order of said Bank in sixty-eight semi-annual payments of one hundred thirteen dollars and seventy-five cents each and a final payment of one hundred thirteen dollars and fifty cents said payments beginning six months from May 1, 1928 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

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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 Potomac Joint Stock Land Bank of Alexandria, its successors and assigns, the following described property, to wit:

(1) All that piece or parcel of ground situate, lying and being near the village of Eden, in West Princess Anne Election District, Somerset County, State of Maryland, located on the North side of and binding upon the County Road leading from Eden to Allen: Beginning for the same on the North side of said County Road at the Southeast corner of the land of Daniel P. Willey, known as the "Hicks Hargis Farm", the ame being the Southwest corner of the land hereby conveyed, (1) thence north 24degrees, 30 minutes East, by and with said Willey land, 33.2 perches to a ditch; (2) thence North 20 degress, 15 minutes East, by and with said ditch and said Willey land, 24.4 perches to the land of one Murphy, at an angle in said ditch; (3) thence South 79 degrees, 45 minutes East, by and with said Murphy land, 39.6 perches to the East side of a ditch; (4) thence North 75 degrees; 45 minutes East, by and with said Murphy land, 28.56 perches to the Northwest corner of the land of James B. Gilliss; (5) thence South 16 degrees East, by and with said Gilliss land, 41.2 perches to the North side of said County Road at the end of a ditch; 96) thence by and with the North side of said County Road the four following courses and distances, namely: South 70 degrees, 45 minutes, West 73 perches; South 89 degrees West, 9 perches; North 75 degrees, 45 minutes West, 4.5 perches; North 62 degrees, 45 minutes West, 21.1 perches to the beginning; containing 27.8 acres of land, more or less, as per survey thereof made by Earle B. Polk, Surveyor, on April 13, 1928; being the same land that was conveyed to the said Winder Ballard Wilson and Minnie L. Wilson, his wife, as tenants by the entireties, by Richard H. Hodgson, by deed dated March 25, 1921, and recorded among the land records of said Somerset County, in Liber W.J.S. No. 84, folio 217, and by Annie G. Cannon, by deed dated March 25, 1921, and recorded as aforesaid, in Liber W.J.S. No. 84, folio 218.

(2) All that lot or parcel of ground situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, and in the Village of Eden, located on the Northerly side of and binding upon the County Road leading from Eden to Allen, and on the Westerly side of and binding on the County Road leading from Eden to Fruitland, and more particularly described as follows: Beginning for the same at the intersection of the Northerly line of the said County Road leading from Eden to Allen with the Westerly line of the County Road leading from Eden to Fruitland, (1) thence South 70 degrees West, by and with the said County Road leading from Eden to Allen, 145 feet to the center of a small ditch; (2)thence North 36 degrees West, by and with said ditch, 358 feet to the center of a large ditch; (3) thence North 59 degrees, East, by and with said large ditch, 210 feet to said County Road leading from Eden to Fruitland; (4) thence South 16 degrees, 30 minutes East, by and with said County Road leading from Eden to Fruitland, 396 feet to the beginning containing 1 acre, 2 rodds and 5 square perches of land, more or less, and being the same land that was conveyed to the said Winder Ballard Wilson and Minnie L. Wilson, his wife, as tenants by the entireties, by Eva W. Jones, widow, by deed dated September 13, 1920, and recorded among the land records of said Somerset County, in Liber W.J.S. No. 81, folio 269.

Together with all buildings and improvements thereon and all 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 to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

And it is hereby covenanted and agree 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 tryly 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 payalbe, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made representations to said Bank that the money loaned on this mortgage is to be used as follows: To pay, satisfy and release all mortgage debts and other liens now standing against the premises hereby conveyed, to discharge existing indebtedness and to buy equipment; and the said parties of the first part do hereby covenant that the money so loaned will be used for the purposes herein stated.

This mortgage is made to said party of the second part as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act", approved July 17th, 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments, at the highest rated 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 assesments 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 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.

After five years from the date hereof, the maker may, upon any regular installment date, make in advance any number of payments, or any portion thereof on account of the principal hereof, or pay the entire principal hereof. Such additional payments are not to reduce semi-annual payments herein contracted to be made, but are to operate to discharge the loan at an earlier date.

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 part 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 permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall (at the option of the said Bank) become immediately

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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 of the percentage, allowed as commissions aforesaid, which said expenses, costs and commission the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenants to pay; and the said mortgagee, its successors or assigns, or its duly appointed agent or attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prio 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 given, 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, 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 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 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 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 three thousand dollars and to cause the policy to be affected thereon to be so framed or endorsed as in the case of fire to enure to the benefit of the said mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver 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.

Teste: Winder Ballard Wilson (Seal)

Margie D. Parker Minnie L. Wilson (Seal)

State of Maryland, Wicomico County, to wit:

I hereby certify that on this 18th day of May, 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 Winder Ballard Wilson and Minnie L. Wilson, his wife, as tenants by the entireties, the mortgagors named in the aforegoing mortgage, and duly acknowledged the said mortgage to be their act; at the same time also appeared Levin C. Bailey 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

Margie D. Parker,
Notary Public

Received for record the nineteenth day of May in the year nineteen hundred and twenty eight and entered for record in Liber G.W.L. No. 96, folio 476, one of the land records of Somerset County.

Per--George W. Lawson, Clerk

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ASSIGNMENT

The within and foregoing mortgage is hereby assigned to John S. Whaley for the sole purpose of foreclosure.

THE POTOMAC JOINT STOCK LAND BANK
OF ALEXANDRIA

Attest:

Donald S. Van, Secretary

By: George A. Harris, President

CORPORATE
SEAL

Filed for record 29th day of January, 1934 and recorded in Liber G.W.L. No. 96, folio 480.

Test: J. Millard Tawes, Clerk.

And thereupon the said John S. Whaley, assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, John W. Whaley of Worcester County, Maryland as Principal, and United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland in the full and just sum of four thousand dollars ($4,000.00) to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty-first day of February in the year nineteen hundred and thirty-four.

Whereas the above bounden John S. Whaley, by virtue of the power contained in a mortgage from Winder Ballard Wilson and Minnie L Wilson, his wife, to the Potomac Joint Stock Land Bank of Alexandria, bearing date of First day of May, nineteen hundred and twenty-eight, and recorded among the mortgage records of Somerset County, Maryland, in Liber G.W.L. No. 96, folio 476 et seq. and is about to sell the land and premises described in the 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 S. Whaley does 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 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.

Witness:

John S. Whaley (Seal)

Nellie H. Ellis

UNITED STATES FIDELITY & GUARANTY CO.

Signed, sealed and delivered
in the presence of

By--H. M. Walters, Attorney-in-fact

Louise I. Powell

The within bond approved,

J. Millard Tawes, Clerk

And thereafter to wit, on the second day of March in the year nineteen hundred and thirty-four, the said assigne 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, Assignee for the purpose of foreclosure of the Potomac Joint Stock Land Bank of Alexandria, a corporation, mortgagee of Winder Ballard Wilson and Minnie L. Wilson, his wife, ex parte.	No. 4557 Chancery Circuit Court for Somerset County, Md.

To the Honorable, the Judges of said Court:

The report of John S. Whaley, assignee for the purpose of foreclosure of the Potomac Joint Stock Land Bank of Alexandria, a corporation, mortgagee of Winder Ballard Wilson and Minnie L. Wilson, his wife, under mortgage dated May 1, 1928, recorded among the land records of said Somerset County in Liber G.W.L. No. 96, folio 476, et seq., respectfully represents:

That by virtue of the power of sale contained in the above mentioned mortgage, default having occurred therein, the said John S. Whaley, assignee as aforesaid, after having given bond with security as required by law, and after having complied with all the prerequisites as required by law and by said mortgage, did, after three weeks' public notice published in the Somerset News, 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, attend in front of the Court House door in Princess Anne, Somerset County, Maryland, on Saturday, February 24, 1934, at the hour of 2:30 o'clock P.M. and did then and there sell at public auction to the highest bidder the following described real estate, to wit:

1. All that parcel of land situated near the village of Eden, in West Princess Anne Election District, Somerset County, Maryland, on the north side of and binding on the county road leading from Eden to Allen containing 27.8 acres of land, more or less, as per survey thereof made by Earl B. Polk, Surveyor, on April 13, 1928, being the same property which was conveyed to the said Winder Ballard Wilson and wife by Richard H. Hodgson by deed dated March 25, 1921, recorded among the land records of said Somerset County in Liber W.J.S. No. 84, folio 217, and by Annie G. Cannon by deed dated March 25, 1921, recorded among said land records in Liber W.J.S. No. 84, folio 218.

2. All that parcel of ground situated in said West Princess Anne Election District of Somerset County, and in the village of Eden, on the northerly side of and binding upon said county road leading from Eden to Allen, and on the westerly side of and binding on the county road leading from Eden to Fruitland, containing 1 acre, 2 roods and 5 square perches of land, more or less, being the same property which was conveyed to the said Winder Ballard Wilson and wife by Eva W. Jones, widow, by deed dated September 13, 1920, recorded among the land records of Somerset County in Liber W.J.S. No. 81, folio 269.

It was advertised and also announced at the time of the sale that the real estate above described is all and the same property conveyed by the mortgage first herein mentioned, and therein more particularly described by courses and distances; that the land is improved by a two story dwelling house, barn and necessary out-buildings; and that the property would be offered as an entirety. At said sale the Potomac Joint Stock Land Bank of Alexandria, being the highest and best bidder for said properties offered as an entirety became the purchaser thereof at and for the sum of twenty-five hundred dollars, and the purchaser has complied with the terms of sale to the satisfaction of your said assignee.

It was further advertised and also announced at the time of sale that title papers and revenue stamps would be at the purchaser's expense; that taxes would be paid January 1, 1934, and that possession would be given upon compliance with terms of sale and final

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ratification thereof.

Your assignee reports distribution of the said purchase price as follows:

To amount of sale as per this report	$2500.00	
By costs and expenses as follows:		
Staton, Whaley & Price, Solicitors's appearance fee		$10.00
To paid J. Millard Tawes, Clerk's costs		11.00
" paid The Somerset News, advertising, handbills and order nisi		37.50
" " H. Merrill Walters, Gen. Agent, premium on bond		16.00
" paid auctioneer		5.00
" " John S. Whaley, commissions of assignee as provided in mortgage		125.00
" " Edith B. Carmean, affidavit to this report		.25
" " Harry E. Muir, Treasurer, State and County Taxes for 1931		40.65
" " " " " 1932 " "		35.63
" " " " " 1933 " "		22.77
By the following amount to be paid to the Potomac Joint Stock Land Bank of Alexandria, in part payment of the principal and interest of the debt secured by the aforesaid mortgage, on which mortgage there was due $3571.98, calculated to February 24, 1934, the day of sale.		2196.20
	$2500.00	$2500.00

Statement of Deficiency February 24, 1934:

Amount due on mortgage	$3571.98
Less distribution as above	2196.20
Balance due mortgagee by Winder Ballard Wilson and Minnie L. Wilson, his wife,	$1375.78

Wherefore, your said assignee respectfully prays this Honorable Court to ratify and confirm said sale and to ratify and confirm the distribution of the proceeds thereof as herein set forth.

All of which is respectfully submitted.

John S. Whaley, Assignee

State of Maryland, Worcester County, to wit:

I hereby certify that on this 1st day of March, 1934, before the subscriber, a Notary Public of the State of Maryland in and for said Worcester County, personally appeared John S. Whaley, assignee for the purpose of foreclosure named in the foregoing report of sale, and made oath in due form of law that the matters and things stated 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 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:

John S. Whaley, Assignee for the purpose of foreclosure of the Potomac Joint Stock Land Bank of Alexandria, a corporation, mortgagee of Winder Ballard Wilson and Minnie L. Wilson, his wife, ex parte.	No. 4557 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale and distribution thereof made and reported by John S. Whaley, assignee for the purpose of foreclosure in the above cause described, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of April, 1934, 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 27th day of March, 1934.

The report states the amount of sale to be $2500.

J. Millard Tawes, Clerk

And now at this day to wit, on the fifth day of June in the year nineteen hundred and thirty-four, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following to wit:

In the Circuit Court for Somerset County, Maryland, March Term, 1934, to wit: June 5th, 1934.

Ordered that the sale and the distribution of the proceeds thereof above reported by John S. Whaley, assignee for the purpose of foreclosure in the above entitled cause be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the foregoing order.

Robert F. Duer, Judge.

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

Per J. Millard Tawes, Clerk

"""

George H. Myers, assignee ex parte under power in mortgage from Peter G. Fuller and wife to the Peoples Bank of Somerset County.	Be it remembered that heretofore to wit, on the twelfth day of April in the year nineteen hundred and thirty-four, a certain George H. Myers 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 the Peoples Bank of Somerset County by Peter G. Fuller and Wife of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this sixth day of February, in the year nineteen hundred and twenty-two, by Peter G. Fuller and Louise Fuller, his wife, of Somerset County, Maryland, withesseth:

Whereas the said Peter G. Fuller and Louise Fuller, his wife, are justly and bona fie indebted unto the Peoples Bank of Somerset County, a body corporate of the State of Maryland, in the full and just sum of seven hundred dollars, for money advanced by the said Bank to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Peter G. Fuller and Louise Fuller for said sum of seven hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County one year after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of seven hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said Peter G. Fuller and Louise Fuller, his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, a body corporate as aforesaid, its successors and assigns, all that tract or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, lying and binding on the north side of a

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private road leading from the State Road to the land of Susan Fleming, adjoining the lands of Susan Fleming, H.F.Lankford and J.B.Roberts, and containing 35 acres, more or less; being the same and all the land which was conveyed to the said Peter G. Fuller by Marion S. Malone and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded contemporaneously with this mortgage; and being a part of the same land which was conveyed to the said Marion S. Malone by Ashton P. Mills and wife by deed duly recorded among the land records of said Somerset County in Liber W.J.S. No. 79, folio 392.

To all of which said deeds and all the references and descriptions 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 any wise appeartaining.

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 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, its successors or assigns, or L. Creston Beauchamp, its or their attorney or agent, at any time after such defalt 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 part advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half 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 hands and seals of said mortgagors.

Test: Peter G. Fuller (Seal)

Vernon E. White Louise Fuller (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this sixth day of February, in the year nineteen hundred and twenty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Peter G. Fuller and Louise Fuller, his wife, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Omar J. Croswell, cashier of Peoples Bank of Somerset and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he the said Omar J. Croswell, is the cashier and agent of the said Peoples Bank of Somerset County, and is authorized to make this affidavit.

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

SEAL
OF
NOTARY

Vernon E. White,
Notary Public

Received for record February sixth in the year nineteen hundred and twenty-two and recorded in Liber W.J.S. No. 83, folio 150 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk

ASSIGNMENTS

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the 10th day of April, 1934, in Chancery Cause No. 4367, the Peoples Bank of Somerset County, hereby assigns the annexed and attached mortgage to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.

Witness the corporate seal of said Bank and the hand of Robert F. Duer,

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Vice-President thereof, this 10th day of April, nineteen hundred and thirty-four.

Witness, Robert F. Duer, Vice-President
Levin C. Bailey

Under authority of an order of the Circuit Court for Somerset County in Equity, passed on the 10th day of April, 1934, in Chancery Cause No. 4367, I hereby assign the annexed and attached mortgage to George H. Myers of Somerset County, Maryland, for the purpose of foreclosure.

Witness my hand and seal this 10th day of April, nineteen hundred and thirty-four.

John J. Ghingher, (Seal)

Receiver for the Peoples Bank
of Somerset County.

Filed for record the twelfth day of April in the year nineteen hundred thirty-four.

And thereupon the said George 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 one thousand dollars to be paid to the said State or a 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 eleventh day of April, nineteen hundred and thirty-four.

Whereas, the above bounden George H. Myers, as assignee of a certain mortgage executed by Peter G. Fuller and wife, dated February sixth, nineteen hundred and twenty-two, and recorded among the land records of Somerset County, Maryland, in Liber No. 83, folio 150 et seq., 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 the 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 the obligation is such, that if the above bounden, George H. Myers, do and shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness, Geo. H. Myers (Seal)
Edna Barnes

HARTFORD ACCIDENT & INDEMNITY COMPANY
By: Geo. H. Myers, Attorney-in-fact.

The within bond approved,

J. Millard Tawes, Clerk

And thereafter to wit, on the eleventh day of May in the year nineteen hundred and thirty-four, 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:

George H. Myers, assignee, ex parte under power in mortgage from Peter G. Fuller and wife to the Peoples Bank of Somerset County.	No. 4582 Chancery Circuit Court 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 Peter G. Fuller and wife to Peoples Bank of Somerset County and dated February 6, 1922 and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 83 folio 150 et seq, 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 othere convenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving twenty days' notice of the time, place, manner and terms of sale by advertisement in the Somerset News, a weekly 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 Eighth day of May, 1934 at 2:00 o'clock P.M. and then and there proceed to sell said property, to wit:

All that lot, tract or parcel of land described in said mortgage, situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, lying and binding on the North side of a private road leading from the State Road to the land of Susan Fleming, adjoining the lands of Susan Fleming, H.F. Lankford and J.B. Roberts, and containing thirty-five acres, more or less, being the same and all of the land which was conveyed to the said Peter G. Fuller by Marion S. Malone and wife by deed dated the 6th day of February, 1922, and duly of record among the Land Records of said Somerset County, and being a part of the same land conveyed to the said Marion S. Malone by Ashton P. Mills and wife by deed recorded among said land records in Liber No. 79, folio 392, et seq.

And sold the same to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at the sum one hundred and seventy-five dollars $175.00 and the said purchaser has complied with the terms of sale.

And your assignee has distributed the proceeds of said sale as follows:

Somerset News, advertising and order nisi	$17.00
Harry E. Muir, Treasurer, State and County taxes	19.57
Hartford Accident & Indemnity Co., Bond	10.00
Bernie C. Dryden, Auctioneer	3.00
J. Millard Tawes, Clerks Costs	11.50
Assignee, Solicitors fee and commissions	35.00
Balance to John J. Ghingher, Receiver for the Peoples Bank of Somerset County on account of said mortgage debt.	78.93
	$175.00

Respectfully submitted,

Geo. H. Myers, Assignee

State of Maryland, Somerset County, to wit:

On this 11th day of May , 1934, personally appeared before me, Clerk of the Circuit

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Court, the State of Maryland, in and for said 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 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:

George H. Myers, assignee ex parte under power in mortgage from Peter G. Fuller and wife to the Peoples Bank of Somerset County.	No. 4582 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property and distribution of proceeds mentioned in these proceedings made and reported by Geo. H. Myers, attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of June.

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 9th day of June, 1934.

The report states the amount of sales to be $175.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirteenth day of June in the year nineteen hundred and thirty-four, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following, to wit:

George H. Myers, assignee ex parte under power in mortgage from Peter G. Fuller and wife to the Peoples Bank of Somerset County.	No. 4582 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this 13th day of June, 1934 that the sale and distribution of proceeds made and reported by the Trustee aforesaid be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause.

Joseph L. Bailey.

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

Per J. Millard Tawes, Clerk.

George H. Myers, assignee ex parte under power in mortgage from John J. Wagner and wife to Charles M. Fontaine and William W. Fontaine	Be it remembered that heretofore to wit, on the twentieth day of April in the year nineteen hundred and thirty-four, a certain George H. Myers of Somerset

County in his proper person exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to Charles M. Fontaine and William W. Fontaine by a certain John J. Wagner and Melissa Wagner, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 29th day of August, in the year nineteen hundred and twenty-seven, by John J. Wagner and Melissa Wagner, his wife, of Somerset County, State of Maryland, witnesseth:

Whereas, the said John J. Wagner and Melissa Wagner are justly and bona fide indebted unto Charles M. Fontaine and William W. Fontaine, of said Somerset County, in the full sum of seven hundred and thirty-nine dollars ($739.00), the same being for balance of purchase money owing on the first hereinafter described lot of real estate, and for purchase money advanced for the payment of the second parcel hereinafter described; and whereas the said John J. Wagner and Melissa Wagner have executed their bill obligatory of even date herewith for the said principal sum payable to the said Charles M. Fontaine and William W. Fontaine, their personal representatives and assigns, three years after date, with interest payable annually from date, and with the privilege to the said mortgagors to pay the whole of said principal sum, or any part thereof, at any time or times on or before the expiration of said three years, to better secure the payment of which said sum and interest, when and as the same shall become due and payable these presents are executed.

Now therefore this mortgage witnesseth: That in consideration of the premises and of the sum of one dollar the said John J. Wagner and Melissa Wagner do grant and convey unto the said Charles M. Fontaine and William W. Fontaine, their heirs and assigns, all the following described lots or parcels of land, to wit:

(1) All that lot or tract of land called "Maplewood", being part of a tract of land called "Sunnyside", containing fourteen acres, more or less, situate in Fairmount Election District, in said Somerset County, which was formerly the Home Place of William R. Ballard and which was conveyed to the said Charles M. and William W. Fontaine by Edward G. Grantham by deed dated October, thirtieth, nineteen hundred and nineteen, and recorded among the land records of said Somerset County in Liber W.J.S. No. 79, folio 244.

(2) All that lot or parcel of land, situate in Fairmount Election District in said Somerset County, formerly the land of William R. Ballard, lying and binding on a private road leading through Upper Hill to Fairmount, and more particularly described as follows: Beginning near the end of a ditch at a post set up thence South 10° East 22 rods to a post, thence South 52° East 6 rods on the side of the private road, thence by and with the North side of the said road East 14 rods to a post, thence North 10° West 31½ rods to ditch, thence by and with the center of said ditch to the first place of beginning and contains four acres, more or less, and being the same and all of the land that was conveyed to the said John J. Wagner by Isaac J. Waters by deed of even date herewith.

To which said deeds and all the references in them contained, special reference is hereby made as part hereof, 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 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 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.

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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 John J. Wagner and Melissa Wagner 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 Joshua W. Miles or George H. Myers, their attorney or agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper published 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 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 seven hundred and thirty-nine 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 mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid, the said mortgagees 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: John J. Wagner (Seal)

H. Clay Tull Melissa Wagner (Seal)

State of Maryland, -------County, to wit:

I hereby certify, that on this 29th day of August in the year nineteen hundred and twenty-seven, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Somerset County aforesaid, personally appeared John J. Wagner and Melissa Wagner, 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 Charles M. Fontaine, one of the aforenamed 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 set my hand and affixed my Notarial Seal.

H. Clay Tull, Justice of the Peace.

Received for record October 11th in the year nineteen hundred and twenty-seven and recorded in Liber G.W.L. No. 95, folio 294 one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk

ASSIGNMENT

We hereby assign the within and aforegoing mortgage to George H. Myers, of Somerset County, Maryland, for the purpose of foreclosure.

Witness my hands and seals this 19th day of April, 1934.

Witness: Charles M. Fontaine (Seal)

Margaret C. Fontaine William W. Fontaine (Seal)

Filed for record the twentieth day of April in the year nineteen hundred and thirty-four and recorded in Liber G.W.L. No. 95, folio 294.

Test: J. Millard Tawes, Clerk.

And thereupon the said George 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 ($2,000.00) dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this twentieth day of April in the year one thousand nine hundred and thirty-four.

Whereas, the above bounden George H. Myers, as assignee of a certain mortgage executed by John J. Wagner and Melissa Wagner, his wife, to Charles M. Fontaine and William W. Fontaine, dated August 29th, 1927, and recorded among the land records of said Somerset County, Maryland, in Liber G.W.L. No. 95, folio 294, 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 the 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.

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Now the condition of the obligation is such, that if the above bounden George H. Myers, do and shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness, G. Hammond Myers, Jr. Geo. H. Myers (Seal)

HARTFORD ACCIDENT & INDEMNITY CO.

Witness, G. Hammond Myers, Jr. By: Geo. H. Myers, Attorney-in-Fact

The within bond approved,

J. Millard Tawes, Clerk

And thereafter to wit, on the sixteenth day of May in the year nineteen hundred and thirty-four, 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:

George H. Myers, assignee ex parte under power in mortgage from John J. Wagner and wife to Charles M. Fontaine and William W. Fontaine	No. 4583 Chancery Circuit Court 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 John L. Wagner and Melissa Wagner to Charles M. Fontaine and William W. Fontaine and dated August 29, 1927 and recorded among the land records of said Somerset County in Liber G.W.L. No. 95, folio 294, 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 notice of the time, place, manner and terms of sale by advertisement in the Somerset News, a paper published in Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door at Princess Anne, Somerset County, Maryland on the fifteenth day of May, 1934 at two o'clock P.M. and then and there proceed to sell said property, to wit:

(1) All that lot or tract of land called "Maplewood", being part of a tract of land called "Sunnyside" containging fourteen acres, more or less, situate in Fairmount Election District, in said Somerset County, which was formerly the home place of William R. Ballard and which was conveyed to the said Charles M. and William W. Fontaine by Edward G. Grantham, by deed dated October 30, 1919, and recorded among the land records of said Somerset County in Liber W.J.S. No. 79, folio 244.

(2) All that lot or parcel of land, situate in Fairmount Election District, in said Somerset County, formerly the land of William R. Ballard, lying and binding on a private road leading through Upper Hill to Fairmount, and more particularly described as follows: Beginning near the end of a ditch at a post set up, thence South 10 degrees East 22 rods to a post, thence South 52 degrees East 6 rods on the side of a private road, thence by and with the North side of the said road East 14 rods to a post, thence North 10 degrees West 31½ rods to a ditch, thence by and with the center of said ditch

to the first place of beginning, and contains four acres, more or less, and being the same and all of the land that was conveyed to the said John J. Wagner by Issac J. Waters, by deed duly of record.

And sold the same to Phillip O. Layfield he being then and there the highest bidder therefor, at the sum fifteen hundred dollars and the said purchaser has complied with the terms of sale.

Respectfully submitted,

Geo. H. Myers, Assignee

State of Maryland, Somerset County, to wit:

On this 16th day of May, 1934 personally appeared before me, Clerk of the Circuit Court in and for Somerset County aforesaid, George H. Myers, attorney, named in the above report of sale, and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

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

George H. Myers, assignee ex parte under power in mortgage from John J. Wagner and wife to Charles M. Fontaine and William W. Fontaine	No. 4583 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in these proceedings made and reported by George H. Myers, assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of June, 1934.

Provided, that 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 15th day of June, 1934.

The report states the amount of sales to be $1500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighteenth day of June in the year nineteen hundred and thirty-four, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following, to wit:

George H. Myers, assignee ex parte under power in mortgage from John J. Wagner and wife to Charles M. Fontaine and William W. Fontaine.	No. 4583 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 18th day of June, 1934 that the sale made and reported by the trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause; and the trustee allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Robert F. Duer, Judge.

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

Per J. Millard Tawes, Clerk.

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M40178

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland,

VS.

Stella E. Sterling, Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, Helen Poulsum and Ernest Poulsum, her husband.

Be it remember that heretofore, to wit, on the twenty-second day of December in the year nineteen hundred and thirty-three, a certain Clarence P. Lankford, trustee, exhibited and filed in the Circuit Court here a bill of complaint against Stella E. Sterling, Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, Helen Poulsum and Ernest Poulsum, her husband, 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.

Stella E. Sterling, Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, Helen Poulsum and Ernest Poulsum, her husband.

No. 4542 Chancery
Circuit Court for
Somerset County, Maryland

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 John S. Sterling, late of Somerset County, in the State of Maryland, as will, come in and contribute to the expenses of this suit, respectfully represents:

First, that the said John S. Sterling was in his lifetime justly indebted unto your orator, the sais the "Bank of Crisfield", on a judgment recovered by your orator against the said John S. Sterling and a certain Stella E. Sterling in the Circuit Court for Somerset County, on the nineteenth day of February, nineteen hundred and thirty, for the sum of eight hundred and seventy dollars ($870.00), with interest from date, and the sum of eighty-seven dollars ($87.00) collection fee, the interest on said judgment having been paid to the seventeenth day of February, nineteen hundred and thirty-three; also justly indebted unto your orator on a judgment recovered by your orator against the said John S. Sterling and Stella E. Sterling, in said Court, on the twenty-first day of November, nineteen hundred and thirty-one, for the sum of one hundred and fifty dollars ($150.00), with interest from date, and the sum of fifteen dollars ($15.00) collection fee, the interest on said judgment having been paid to the nineteenth day of May, nineteen hundred and thirty-three; and also justly indebted unto your orator on a judgment recovered by your orator against the said John S. Sterling and Stella E. Sterling in said Court, on the seventh day of October, nineteen hundred and thirty-two, for the sum of two hundred and ninety-six dollars and seventeen cents ($296.17), with interest from date, and the sum of twenty-nine dollars and sixty-one cents ($29.61) collection fee, the interest on said judgment having been paid to the fifth day of April, nineteen hundred and thirty-three, as will more fully appear by reference to certified copies of said judgments, herewith filed, as a part of this bill, marked respectively Exhibits "A", "B", and "C".

Second, that the said John S. Sterling being so indebted unto your orator, and also unto divers other persons, and leaving no personal estate of any value, and upon which

no administration has been granted, but leaving real estate in the Town of Crisfield, Somerset County, in the State of Maryland, of considerable value, departed this life on the seventeenth day of March, nineteen hundred and thirty-three, intestate, leaving surviving him as his only heirs at law, all of whom are still living, the following, namely, Stella E. Sterling, his widow, Pearl Mears, a daughter, who married Lloyd Mears, Marie Graf, a daughter, who is a widow, May Johnson, a daughter, who married Herbert Johnson, and Helen Poulsum, a daughter, who married Ernest Poulsum, all of whom are above the age of twenty-one years.

Third, that the said Stella E. Sterling resides in Somerset County, in the State of Maryland; that the said Helen Poulsum and Ernest Poulsum, her husband, reside in Wicomico County, in the State of Maryland, and that the said Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, are non-residents of the State of Maryland.

Fourth, that no administration was ever had on the personal estate of the said deceased, and that the same is not sufficient to discharge the costs of administration and the debts due and owing by the said John S. Sterling, deceased, at the time of his death, and your orator is advised that it is entitled to have the said real estate of the said deceased sold for the payment of the debts of your orator and the other debts due and owing by the said deceased, at the time of his death, according to their legal priorities, 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 the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

(2) That the aforesaid real estate, or so much thereof as may be necessary for the purpose, may be decreed to be sold for the payment of the claims of your orator and the other creditors of the said deceased, 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 order of publication giving notice to the said Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Jonson, and Herbert Johnson, 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 pass as prayed; and also the writ of the State of Maryland of subpoena directed to the said Stella E. Sterling, who resides in Somerset County, in the State of Maryland, and the writ of the State of Maryland of subpoena directed to the said Helen Poulsum and Herbert Poulsum, her husband, who reside in 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 Complainant.

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

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland VS John S. Sterling & Stella E. Sterling	No. 102 Appearances Jany. Term 1930 In the Circuit Court for

H40178

Sums &c

1930 Feb. 19-Titling, Narr, Agreement, Note & Power filed.

" " " -Judgment by confession for the sum of $870.00

With interest from date. $87.00 collection fee Without 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 aforegoing is a true and correct short copy of the judgment and docket entries in the above cause in this Court, and I further certify that there in no entry or proceeding to show that the Judgment aforesaid has been paid in whole or in part.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of said Court this 22nd day of December, 1933.

SEAL J. Millard Tawes, Clerk.

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

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, VS. John S. Sterling & Stella E. Sterling	No. 132 Appearances Sept. Term 1931 In the Circuit Court for Somerset County, Maryland

Sums &c

1931 Nov. 21-Titling, Narr, Agreement, Note & Power filed.

" " "-Judgment by confession for the sum of $150.00

With interest from date. $15.00 collection fee without costs

Exemption waived;

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct short copy of the judgment and docket entries in the above cause in this Court, and I further certify that there in no entry or proceeding to show that the Judgment aforesaid has been paid in whole or in part.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of said Court this 22nd day of December, 1933.

SEAL J. Millard Tawes, Clerk

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

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland Vs. John S. Sterling and Stella Sterling	No. 113 Appearances Sept. Term 1932 In the Circuit Court for Somerset County, Maryland

Sums &c

1932 Oct. 7-Titling, Narr, Agreement, Note & Power filed.

" " "-Judgment by confession for the sum of $296,17.

With interest from date. $29.61 collection fee without costs.

Exemption waived.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, hereby

certify that the aforegoing is a true and correct short copy of the judgment and docket entries in the above cause in this Court, and I further certify that there is no entry or proceeding to show that the judgment aforesaid has been paid either in whole or in part.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of said Court this 22nd day of December, 1933.

SEAL J. Millard Tawes, Clerk.

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:

SEAL The State of Maryland,

Stella E. Sterling of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in January next to anser the complaint of Bank of Crisfield, a body corporate existing under the laws of the State of Maryland 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 November, Anno Domini 1933, issued the 22nd day of December, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Helen Poulsum and Ernest Poulsum 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 anser the complaint of Bank of Crisfield, a body corporate existing under the laws of the State of Maryland 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 November, Anno Domini, 1933 issued the 22nd day of December, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in January, in the year nineteen hundred and thirty-four, 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:

Non Est.

Luther Daugherty, Sheriff.

And at the same time also came G. Murray Phillips, Sheriff of Wicomico County, to whom the second subpoena was directed, also came and made return thereof to the Court here in the words following, to wit:

Summoned Helen Poulsum and Ernest Poulsum and copy of summons left with each.

R. Murray Phillips, 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:

H40178

Bank of Crisfield, a boy corporate existing under the laws of the State of Maryland, Vs. Stella E. Sterling and others.	No. 4542 Chancery Circuit Court for Somerset County, Maryland

The object of this suit is to procure a decree for the sale of real estate in the Twon of Crisfield, Somerset County, Maryland, of which John S. Sterling died seized and possessed, for the purpose of paying the debts of the said John S. Sterling.

The bill of complaint states that the said John S. Sterling departed this life on the 17th day of March, 1933; that the said John S. Sterling at the time of his death, was indebted unto the Bank of Crisfield, a body corporate, on three judgments receovered by the Bank of Crisfield, in the Circuit Court for Somerset County, Maryland, against the said John S. Sterling and Stella E. Sterling, one dated the 19th day of February, 1930, for the sum of $870.00, with interest from date and collection fees, one dated the 21st day of November, 1931, for the sum of $150.00, with interest from date, and collection fees, and the other dated the 17th day of October, 1932, for the sum of $296.18, with interest from date, and collection fees; that the said John S. Sterling was also indebted to other persons in various sums of money; that the said John S. Sterling left no personal estate of any value, and no administration has been granted upon said personal estate; and that said personal estate is insufficient to pay the costs of administration and the debts due and owing by the said John S. Sterling at the time of his death; that the said John S. Sterling left real estate, with improvements thereon, of considerable value in the Town of Crisfield, Somerset County, Maryland; that the said John S. Sterling died intestate, leaving surviving him, as his only heirs at law, his widow, Stella E. Sterling, and the following named children, Pearl Mears, who married Lloyd Mears, Marie Graf (widow), May Johnson, who married Herbert Johnson, and Helen Poulsum, who married Ernest Poulsum, all of whom are above the age of twenty-one years; that the said Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, are non-residents of the State of Maryland.

It is thereupon, this 23rd day of December, 1933, 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 said Somerset County, once in each of four successive weeks before the 28th day of January, 1934, give notice to the said Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, 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 16th day of February, 1934, 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

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 The State of Maryland,

Stella E. 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 February 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 1st day of January, Anno Domini, 1934 issued the 27th day of January, Anno Domini, 1934.

Per order, J. Millard Tawes, Clerk

At which said first Monday in February, in the year, nineteen hundred and thirty-four, 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. Copy with Stella E. Sterling.

Luther Daugherty, Sheriff.

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

Bank of Crisfield, a body corporate. VS. Stella E. Sterling and others	No. 4542 Chancery Circuit Court for Somerset County, Maryland

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

The petition of the complainant respectfully represents:

That the order of publication heretofore passed in this cause has been published according to its provisions, and that Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson, and Herbert Johnson, her husband, non-resident adult defendants, mentioned in the bill of complaint and in said order of publication, have failed to appear to or answer the bill of complaint within the time prescribed by the rules of this Court, and that the adult defendants, Stella E. Sterling, Helen Poulson and Ernest Poulson, 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.

The complainant therefore prays that the bill of complaint in this cause may be taken pro-confesso against the said pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her husband, Stella E. Sterling, Helen Poulson and Ernest Poulson, her husband, non-appearing adult defendants, and that the complainant have leave to take tesitmony before one of the standing examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainant

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

Bank of Crisfield, a body corporate VS. Stella E. Sterling and others	No. 4542 Chancery Circuit Court for Somerset County, Maryland

It appearing in the above entitled cause, that the order of publication heretofore passed in this cause has been duly published according to its provisions, and that Pearl Mears and Lloyd Mears, her husband, Marie Graf, May Johnson and Herbert Johnson, her

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husband, non-resident adult defendants, mentioned in the bill of complaint and in said order of publication, have failed to appear or answer the bill of complaint within the time prescribed by the rules of this Court, and that the adult defendants, Stella E. Sterling, Helen Poulson and Ernest Poulson, 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.

It is thereupon, this 7th day of March, 1934, on the foregoing petition, ordered, adjudged 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 Pearl Mears and Lloyd Mears, his wife, Marie Graf, May Johnson and Herbert Johnson, her husband, Stella E. Sterling, Helen Poulson and Ernest Poulson, her husband, 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.

Robert F. Duer, Judge.

And afterwards to wit, on the ninth day of April in the year nineteen hundred and thirty-four, Edward P. Wyatt, examiner in Chancery to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof of a certain testimony by him taken in the words following, to wit:

Bank of Crisfield, a body corporate VS. Stella E. Sterling and others	No. 4542 Chancery 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, 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 7 day of April, 1934, 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--Please state your name, age, residence and occupation?

Ans.--My name is Warren F. Sterling, my age is 56 years, my residence is Crisfield, Somerset County, Maryland, and I am President of the Bank of Crisfield, Crisfield, Maryland.

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

Ans.--The complainant, the Bank of Crisfield, is located at Crisfield, Maryland. I am acquainted with the defendant, Stella E. Sterling and she resides in Crisfield, Maryland. While I am not personally acquainted with all the other defendants, I am personally acquainted with some of them, and I know who they are.

Int. 3--Were you or not acquainted with John S. Sterling, and if so, is he living or dead, and if dead, when did he die? Please state whether or not he died intestate?

Ans.--I was well acquainted with John S. Sterling. He is dead, having died in the month of March, nineteen hundred and thirty-three. He died intestate.

Int.4--Please state whether or not the said John S. Sterling at the time of his death was indebted unto the Bank of Crisfield, of which institution you are the president, and if so, how was he so indebted?

Ans.--The said John S. Sterling at the time of his death was indebted unto the Bank of Crisfield, the complainant in this cause, on three judgments receovered by the Bank of Crisfield, in the Circuit Court for Somerset County, Maryland, against the said John S. Sterling and a certain Stella E. Sterling, who was the wife of the said John S. Sterling.

One of the said judgments being for the sum of Eight Hundred and seventy dollars ($870.00), bearing date the nineteenth day of February, nineteen hundred and thirty, with interest from date, and the sum of Eighty-seven dollars collection fee, the interest on said judgment having been paid to the seventeenth day of February, nineteen hundred and thirty-three. The second of said judgments being for the sum of one hundred and fifty ($150.00) dollars, bearing date the twenty-first day of November, nineteen hundred and thirty-one, with interest from date, and the sum of fifteen dollars collection fee, the interest on said judgment having been paid to the nineteenth day of May, nineteen hundred and thirty-three. The third of said judgments being for the sum of two hundred and ninety-six dollars and seventeen cents ($296.17), bearing date the seventh day of October, nineteen hundred and thirty-two, with interest from date and twenty-nine dollars and sixty one cents collection fee, the interest on said judgment having been paid to the fifth day of April, nineteen hundred and thirty-three. The papers now shown me, marked respectively Exhibits "A", "B" and "C", are certified copies of said judgments. No part of said indebtedness represented by said judgments has been paid.

Int. 5--Please state whether or not the said John S. Sterling 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 John S. Sterling left no personal estate of any value, and no administration has ever been granted on said personal estate.

Int. 6--Please state whether or not the said John S. Sterling owned any real estate at the time of his death, and if so, where is the same located, and what in your opinion is its value?

Ans.--The said John S. Sterling at the time of his death owned a house and lot in the Town of Crisfield, Somerset County, Maryland, near Somerset Avenue, and also owned two vacant lots in said Town of Crisfield, one on the East side of Somerset Avenue, and the other in the rear of said lot. I should think the entire property worth from $2000.00 to $2500.00.

Int. 7--Please state who are the heirs at law of the said John S. Sterling, and their ages?

Ans.--The said John S. Sterling left a widow, Stella E. Sterling, surviving him, and I am informed that he left four daughters, one named Pearl, who married Lloyd Mears, one named Marie, who I understand is a widow, one named May, who married Herbert Johnson, and the other named Helen, who married Ernest Poulsum. I am informed that they are all above the age of twenty-one years. Stella E. Sterling resides in Crisfield, Maryland, but I do not know where the daughters live.

Int. 8--Please state whether or not the personal estate of the said John S. Sterling is sufficient to pay the debts due and owing by the said John S. Sterling at the time of his death?

Ans.--The personal estate of the said John S. Sterling is not sufficient to pay the debts owing by him at the time of his death. In fact the personal estate is of practically no value.

COURTS QUESTION?

Ans.--I know nothing further.

Witness: Warren F. Sterling
E. P. Wyatt

Benson W. Sterling, a witness of lawful age, produced on the part of the complainant, being by me first duly sworn, deposes and says:

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

Ans.--My name is Benson W. Sterling, my age is 39 years, my residence is Crisfield, Maryland, and my occupation is that of a Clerk in insurance office.

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

Ans.--The Bank of Crisfield, the complainant in this cause, is located at Crisfield, Maryland; Stella E. Sterling resides in Crisfield, Maryland; Pearl Mears and her husband, Lloyd Mears and Marie Graf, who I understand is a widow, reside in the City of New York, and I am informed that Helen Poulsum and her husband, Ernest Poulsum, reside in Delmar, Maryland, and that May Johnson and Herbert Johnson, her husband, reside in Delmar, Delaware.

Int. 3--Were you or not acquainted with John S. Sterling, and if so, is he living or dead, and if dead, when did he die? Did he or not die intestate?

Ans.--I was well acquainted with John S. Sterling. He is dead, having died a little over a year ago. I am informed that he left no will.

Int. 4--Please state what you know of the indebtedness of the said John S. Sterling at the time of his death?

Ans.--I have been informed that the said John S. Sterling at the time of his death was indebted on several judgments to the Bank of Crisfield, the complainant in this cause, but I do not know of my own knowledge the amount of such indebtedness.

Int. 5--Please state whether or not the said John S. Sterling left any personal estate, and if so, what is its value? Please state also whether or not there has been any administration granted on said personal estate?

Ans.--I understand that the said John S. Sterling left no personal estate of any value, and that there has been no administration on said personal estate.

Int. 6--Please state whether or not the said John S. Sterling owned any real estate in Somerset County, Maryland, at the time of his death, and if so, where is such real estate located, and what in your opinion is the value of such real estate?

Ans.--At the time of his death, the said John S. Sterling owned a house and lot in the Town of Crisfield, Somerset County, Maryland, where he resided at the time of his death, located on a lane leading from Somerset Avenue, and a short distance from said Somerset Avenue. I understand that he also owned a lot of land fronting on said Somerset Avenue, and across the lane from his home place, and that he also owned a lot in the rear of the last described lot. The two last named lots have no buildings on them. I should think the whole property worth from $2000.00 to $2500.00.

Int. 7--Please state who are the heirs at law of the said John S. Sterling, and their ages?

Ans.--The said John S. Sterling left his widow, Stella E. Sterling surviving him, and she is still living. He also had four daughters, Pearl who married Lloyd Mears, May, who married Herbert Johnson, Helen, who married Ernest Poulsum and Marie who married a man named Graf, and who is now a widow. They are all above the age of twenty-one years.

Int. 8--Please state whether or not the personal estate of the said John S. Sterling is sufficient to pay the debts owing by the said John S. Sterling at the time of his death?

Ans.--I understand that the said John S. Sterling left no personal estate of any value, and of course did not leave enough to pay his debts.

COURTS QUESTION?

Ans.--I know nothing further.

Witness, Benson W. Sterling

E. P. Wyatt

There being no further witness 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
Two witnesses @ 75¢ each	1.50
Total costs	$5.50

Witness my hand and seal.

Edward P. Wyatt (Seal)
Examiner in Chancery.

And thereafter, to wit, on the twentieth day of April in the year nineteen hundred and thirty-four, the Circuit Court here passed the following decree in the premises, to wit:

Bank of Crisfield, a body corporate VS. Stella E. Sterling, and others	NO. 4542 Chancery 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 20th day of April, in the year nineteen hundred and thirty-four by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned be sold.

That 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 five 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 twelve months from day of sale; the whole to bear interest from the day of sale, and the payment 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 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, freed, 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 deduction therefrom the costs of

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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 John S. Sterling to file their claims with the vouchers thereof, in the office of the Clerk of this Court, within one month from the day of said sale or sales.

Robert F. Duer, 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 Warren F. Sterling and Joseph W. Disharron 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 thousand 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 May, in the year nineteen hundred and thirty-four.

Whereas, the above bounden Clarence P. Lankford, by virtue of a decree of the Circuit Court for Somerset County, Maryland, has been appointed trustee to sell the real estate mentioned in the proceedings in the suit of the Bank of Crisfield, a body corporate, against Stella E. Sterling and others, now pending in said Court, being No. 4542 on the Chancery docket thereof.

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

Witness:

Edgar W. Riggin

Clarence P. Lankford (Seal)
Warren F. Sterling (Seal)
Joseph W. Disharoon (Seal)

The above bond approved this 17th day of May, in the year nineteen hundred and thirty-four.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-second day of May in the year nineteen hundred and thirty-four, Clarence P. Lankford, 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, VS. Stella E. Sterling and others.	No. 4542 Chancery Circuit Court for Somerset County, Maryland

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

The report of Clarence P. Lankford, trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the twentieth day of April in the year nine-

teen hundred and thirty-four, 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, before the day of sale, of the time, place, manner and terms of sale, by advertisement in the "Crisfield Times", a newspaper published in Somerset County, Maryland, he did, pursuant to said notice, attend in front of the Post Office (Old), in the Town of Crisfield, Somerset County, in the State of Maryland, on Saturday, the nineteenth day of May, in the year nineteen hundred and thirty-four, 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 John S. Sterling, 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 in the Town of Crisfield, Somerset County, in the State of Maryland, on the East side of Somerset Avenue, fronting ninety-nine hundredths of a chain, and which is laid down and described as Lot Five (5) on a plat filed with, and as a part of, a deed of partition between Ella F. Crockett, James R. Sterling, George V. Sterling, Isaac T. Sterling and the said John S. Sterling, bearing date thirtieth day of July, in the year nineteen hundred and twelve, and recorded among the land records of said Somerset County in Liber S.F.D. No. 60, folio 98 etc, and is a part of the real estate conveyed unto the said John S. Sterling in the deed of partition aforesaid, whereupon the "Bank of Crisfield", a body corporate as aforesaid, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of two hundred and thirty dollars ($230.00), all of which has been paid to your trustee in cash.

Your trustee next offered at public sale to the highest bidder, all that lot or parcel of land in said Town of Crisfield, County and State aforesaid, in the rear of the above described lot; and which is laid down and described on the aforesaid plat at Lot No. Six (6), and is a part of the real estate conveyed unto the said John S. Sterling in the deed of partition aforesaid, whereupon the said the "Bank of Crisfield", a body corporate as aforesaid, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of seventy-five dollars ($75.00), all of which has been paid to your trustee in cash.

Your trustee next offered at public sale to the highest bidder, all that lot or parcel of land in said Town of Crisfield, County and State aforesaid, on the North side of a lane leading from said Somerset Avenue, the same being all the real estate and premises conveyed unto the said John S. Sterling by James B. Sterling and Sally R. Sterling, his wife, by deed bearing date the eighth day of April, in the year eighteen hundred and ninety-two, and recorded among said Land Records in Liber H.F.L. No. 10, folio 425 etc, and is the same place where the said John S. Sterling resided at the time of his death, whereupon the said the "Bank of Crisfield", a body corporate as aforesaid, 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 has been paid to your trustee in cash.

And your trustee further reports that at the time of the advertising said property for sale, he gave notice to the creditors of the said John S. Sterling 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 day of sale.

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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May, 1934

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22th day of May, in the year nineteen hundred and thirty-four, 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 tothe 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:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, VS. Stella E. Sterling and others	No. 4542 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 22nd day of May, nineteen hundred and thirty-four, 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 25th day of June 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 June next.

The report states the amount of sales to be $1,305.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-sixth day of June, in the year nineteen hundred and thirty-four, comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, VS. Stella E. Sterling and others	No. 4542 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 26th day of June, nineteen hundred and thirty-four, that the sales of property mentioned in these proceedings made and reported by Clarence P. Lankford, trustee, appointed by this Court, 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.

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 second day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

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:

****

H. Fillmore Lankford, ex parte Trust created by mortgage from John Littleton Lloyd and wife to Bank of Somerset	Be it remembered that heretofore to wit, on the second day of June in the year, nineteen hundred and thirty-four, 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 the Bank of Somerset by a certain John Littleton Lloyd and wife of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 17th day of May, in the year nineteen hundred and nineteen, by John Littleton Lloyd and Bessie M. Lloyd, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said John and Bessie are indebted to the "Bank of Somerset", a body corporate, in the sum of twenty-one hundred dollars, which said sum the said Bank of Somerset has advanced for the said John Littleton Lloyd in order to pay the balance of purchase money for the first parcel of land hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said John and Bessie 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 John Littleton Lloyd and Bessie M. Lloyd, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns, all those lots or parcels of land in West Princess Anne District, Somerset County, Maryland, which are described as follows:

First: All that farm or all that lot or parcels or all those lots or parcels of land, containing seventy acres, more or less, which were conveyed to the said John Littleton Lloyd by Carl J. Fisch and Rosa L. Fisch, his wife, by deed dated the 17th day of May, 1919, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, lying on the north side of the county road leading from Princess Anne to Deals Island, through Venton, to which said deed and all the references in said deed contained, reference is hereby made for full description of said parcel or parcels of land.

Second: All that lot or parcel of land, containing one-quarter of an acre, more or less, lying on the North side of said road, and being the same and all the land which was conveyed to the said Bessie M. Lloyd by the said John Littleton Lloyd by deed dated the 18th day of June, 1913, recorded among the land records of said county in Liber S.F.D. No. 63, folio 163 etc, and also being all and the same land which was conveyed to the said

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John Littleton Lloyd by Sarah E. and John W. Lloyd by deed dated the 1st June, 1910, recorded in Liber S.F.D. No. 54, folio 133 etc, said parcel of land being ninety by one hundred and thirty feet, to which said deeds reference is hereby made for full description of said parcel of land, but this mortgage is subject to all the provisions of a bill of sale from the said John Littleton Lloyd to R. Fulton Waller and Williams S. Phillips, partners trading as Waller & Phillips, for certain timber and trees standing and growing upon the first parcel of land hereinbefore conveyed, and which said bill of sale is dated evenly with this mortgage,

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 agrred 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 John Littleton Lloyd and Bessie M. Lloyd 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 cost 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 a sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagor or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said 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 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 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 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 L. Lloyd (Seal)

J. Frank Miles Bessie M. Lloyd (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of May, 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 John Littleton Lloyd and Bessie M. Lloyd, 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. 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.

J. Frank Miles, J. P.

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 William B. Spiva and Samual H. Sudler, sureties, all of Somerset County, 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 first day of June, nineteen hundred and thirty-four.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from John Littleton Lloyd and Bessie M. Lloyd, his wife, to the

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Bank of Somerset, a body corporate, dated the 17th day of May, 1919, recorded among the land records of said Somerset County in Liber W.J.S. No. 75, folio 572 etc, is authorized upon default in the terms and covenants of said mortgage to sell the reals estate in said mortgage mentioned and conveyed, and whereas default has occured in the terms and conditions of said mortgage, and 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 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 said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: H. Fillmore Lankford (Seal)

Leoma W. Davis Wm. B. Spiva (Seal)

Samuel H. Sudler (Seal)

The within bond and sureties are hereby approved.

J. Millard Tawes, Clerk

And thereafter to wit, on the eighth day of June, in the year nineteen hundred and thirty-four, 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:

H. Fillmore Lankford, ex parte Trust created by mortgage from John Littleton Lloyd and Bessie M. Lloyd, his wife to Bank of Somerset.	No. 4594 Chancery Circuit Court for Somerset County, Maryland

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

The report of H. Fillmore Lankford, attorney named in a mortgage from John Littleton Lloyd and Bessie M. Lloyd, his wife, to the Bank of Somerset, dated the 17th day of May, 1919, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 75, folio 572 etc. respectfully represents:

That after default had occurred in the conditions and covenants of said mortgage, and after having filed a bond with approved security as required by law, conditioned for the faithful performance of the trust reposed in him in and 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 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, in said County, on Tuesday, the fifth day of June, 1934, at or about the hour of 2:00 o'-clock P.M. and then and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He first offered all that farm or tract of land in West Princess Anne District, in said County containing sixty-nine acres, more or less, on the north side of the public road leading from Princess Anne to Deals Island, through Venton, known as the Asbury Phoebus farm, described and conveyed in a deed to the said John Littleton Lloyd

from Carl Fisch and wife, dated the 17th day of May, 1919, recorded among said records in Liber W.J.S. No. 78, folio 232 etc, and since conveyed by the said John Littleton Lloyd and wife to Roger Spence by deed dated the 14th day of February,1930, recorded among said records in Liber G.W.L. No. 100, folio 60 etc, and sold the same to the Bank of Somerset, the mortgagee, it being then and there the highest bidder therefor at and for the sum of sixteen hundred dollars, said land being improved by a dwelling house, barn and other outbuildings.

He then offered all that lot of land on the north side of said road, in said West Princess Anne District, containing one-fourth of an acre, more or less, fronting ninety feet on said road, adjoining the land of Joseph Reese, and being the same lot of land which was conveyed to the said Bessie M. Lloyd by the said John Littleton Lloyd by deed dated the 18th day of June, 1913, recorded among said records in Liber S.F.D. No. 63, folio 163 etc, and which was conveyed to the said John Littleton Lloyd by Sarah E. Lloyd and John W. Lloyd by deed dated the 1st day of June, 1910, recorded among said records in Liber S.F.D. No. 54, folio 133 etc, improved by a dwelling house and a storehouse, and sold the same to the said Bank of Somerset, it being the highest bidder therefor at and for the sum of eight hundred and fifty dollars.

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 8th day of June, nineteen hundred and thirty-four, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared H. Fillmore Lankford, the Attorney mentioned in the foregoing report of 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.

J. Millard Tawes, Clerk.

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

H. Fillmore Lankford, ex parte Trust created by mortgage from John Littleton Lloyd and Bessie M. Lloyd, his wife, to the Bank of Somerset.	No. 4594 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in equity this 8th day of June, nineteen hundred and thirty-four, that the report of H. Fillmore Lankford, the attorney 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 12th day of July, 1934; provdied a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 5th day of July, 1934.

The report states the amount of sales to be twenty-four hundred and fifty dollars.

J. Millard Tawes, Clerk.

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And now at this day to wit, on the seventeenth day of July, in the year nineteen hundred and thirty-four, comes again into Court here the said attorney and on motion of the said attorney the Court here passed the following, to wit:

H. Fillmore Lankford, ex parte Trust created by mortgage from John Littleton Lloyd and wife to Bank of Somerset.	No. 4592 Chancery Circuit Court for Somerset County, Maryland

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 17th day of July, nineteen hundred and thirty-four, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, attorney, and the sales by him reported, be and the same are hereby finally ratified and confirmed.

Robert F. Duer, Judge

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

Per J. Milton Lanus, Clerk.

Edgar A. Jones, ex parte Trust created by mortgage from Edward Turpin, alias Edward Jackson and Jennie Turpin, alias Jennie Jackson to James Stanley Adams and Samuel J. Adams, partners trading as J. Stanley Adams & Co.	Be it remembered that heretofore to wit, on the thirteenth day of June in the year nineteen hundred and thirty-four, a certain Edgar A. Jones in his proper person exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to

James Stanley Adams and Samuel J. Adams, partners trading as J. Stanley Adams & Co., by a certain Edward Turpin, alias Edward Jackson, and Jennie Turpin, alias Jennie Jackson, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 9th day of October, in the year nineteen hundred and fourteen by Edward Turpin, alias Edward Jackson and Jennie Turpin, alias Jennie Jackson, his wife, both of Somerset County and State of Maryland.

Whereas, the said Edward Turpin, alias Edward Jackson, is justly and bona fide indebted to James Stanley Adams and Samuel J. Adams, partners trading as J. Stanley Adams, & Co., in the full and just sum of three hundred ten and 14/100 dollars ($310.14) and have given therefore their bill obligatory of even date herewith, payable to the said James Stanley Adams and Samuel J. Adams, partners aforesaid, their successors and assigns, one year after date, with interest from date, to better secure the payment of which said sum and interest, when and as the same shall become due and pyable, these presents are executed.

Now therefore this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Edward Turpin, alias Edward Jackson and Jennie Turpin alias Jennie Jackson, his wife, do grant and convey unto the said James Stanley Adams and Samuel J. Adams, partners aforesaid, their heirs, successors and assigns, all that lot or parcel of land, situate in Brinkleys Election District, in said Somerset County,

and lying and binding on the road leading from Marumsco School House to Marumsco Creek, and containing three acres, more or less, which said lot of land is more particularly described in a deed to the said Edward Turpin, alias Edward Jackson from William T. Adams and others, dated May 1st, 1909, and recorded among the land records of said Somerset County, in Liber S.F.D. No. 50, folios 251 et seq., to which said deed, and all the references therein contained, special reference is hereby made, as part hereof, for a more full and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, 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 Edward Turpin, alias Edward Jackson and Jennie Turpin, alias Jennie Jackson, do hereby covenant to pay when legally demanable. 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 mortgagees personal representatives or assigns, or Joshua W. Miles or George H. Myers, their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs, or assigns; and which sale shall be made in the manner following, viz: upon giving twenty day's notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in said Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable attorney's fee, and 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 decrée 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 part advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable attorney's fee, and one-half the commission hereinbefore

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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 ($300.) dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees, and to deposit the policy or policies as aforesaid, the said mortgagees 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: Edward his X mark Turpin (Seal)

Horace Sterling

Jennie Terpin (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 9th day of October, in the year nineteen hundred and fourteen before me, the subscriber, a Notary Public, of the State of Maryland, in and for Somerset County aforesaid, personally appeared Edward Turpin, alias Edward Jackson and Jennie Turpin, alias Jennie Jackson, 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 James Stanley Adams, one of the within named mortgagees, and made oath in due form of law, that the consideration mentioned in the foregoing is true and bona fide as therein set forth, and that the said mortgagees have not required the mortgagors, their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said mortgagees require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal, this the day and year last above written.

SEAL OF NOTARY

Horace Sterling N. P.

Received for record the 12th day of October, in the year nineteen hundred and fourteen and recorded in Liber S.F.D. No. 6, folio 426 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received we hereby assign the within mortgage and note secured thereby to the Bank of Somerset and guarantee payment of same.

Witness our hand and seal this 9th day of October, 1914.

Witness: J. Stanley Adams & Co. (SEAL)

Irma E. Adams J. Stanley Adams (Seal)

S. J. Adams (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of October, nineteen hundred and fourteen before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Joshua W. Miles, President of the Bank of Somerset, the assignee of the within mortgage, and made oath in due form of law that the said Bank of Somerset has not required the mortgagors in said mortgage their agent or attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said assignee require any tax levied thereon to be paid by the said mortgagors or any person for them during the existence of said mortgage, and that he is the President and agent of the Bank of Somerset, and that he is authorized to make this affidavit.

Witness my hand and Notarial Seal.

SEAL OF NOTARY

Samuel H. Sudler, Notary Public

Received for record the 12th day of October, in the year nineteen hundred and fourteen and recorded in Liber S.F.D. No. 6, folio 426 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk

ASSIGNMENTS

For value received, the Bank of Somerset hereby assigns the within and foregoing mortgage to J. Stanley Adams & Company without recourse.

Witness the hand of Wm. B. Spiva, President of Bank of Somerset and the seal of said corporation this 5th day of June, 1934.

CORPORATE SEAL

BANK OF SOMERSET

Wm. B. Spiva, President

Received for record the thirteenth day of June, in the year nineteen hundred and thirty-four and recorded in Liber S.F.D. No. 64, folio 426.

Test: J. Millard Tawes, Clerk

For value received we hereby assign the within mortgage to Edgar A. Jones, for the purpose of foreclosure and collection.

Witness our hands and seals this 12th day of June, 1934.

Witness: J. Stanley Adams & Company

Marion Fitchett J. Stanley Adams (Seal)

S. J. Adams (Seal)

Received for record the thirteenth day of June in the year nineteen hundred thirty-four and receoved in Liber S.F.D. No. 64, folio 427.

Test: J. Millard Tawes, Clerk

And thereupon the said Edgar A. Jones, assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents:

That we, Edgar A. Jones, J. Stanley Adams and S. James Adams are held and firmly

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bound unto the State of Maryland in the full and just sum of six hundred dollars, ($600.00) 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 14th day of June, in the year 1934.

Whereas, by mortgage dated October 9, 1914, and recorded among the land records of Somerset County, Maryland, in Liber S.F.D. 64, folio 92, etc., Edward Turpin, alias Edward Jackson, and Jennie Turpin, alias Jennie Jackson, conveyed to J. Stanley Adams and S. James Adams, partners, trading as J. Stanley Adams & Company, certain real estate in said Somerset County to secure the payment of the sum mentioned therein. And,

Whereas, by assignment dated June 12, 1934, recorded as aforesaid, the said J. Stanley Adams and S. James Adams, partners trading as J. Stanley Adams & Company, assigned said mortgage to Edgar A. Jones for the purpose of foreclosure, and

Whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage, and whereas default has occurred in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

Now, therefore, the condition of the above obligation is such, that if the above bounden, Edgar A. Jones, do and shall well and faithfully perform the trust reposed in him in and by said mortgage and shall abide 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 is void, otherwise to be and remain in full force and virtue in law.

Witness as to Edgar A. Jones:	Edgar A. Jones	(Seal)
M. Garland Jones	J. Stanley Adams	(Seal)
Witness as to J. S. and S. J. Adams	S. J. Adams	(Seal)
S. D. Holland		

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twelfth day of July in the year nineteen hundred and thirty-four, 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:

Edgar A. Jones, ex parte, Trust created by mortgage from Edward Turpin, alias Edward Jackson and Jennie Turpin, alias Jennie Jackson to James Stanley Adams and Samuel J. Adams, partners, trading as J. Stanley Adams & Co.	No. 4597 Chancery Circuit Court for Somerset County, Maryland

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

The report of Edgar A. Jones, assignee for the purpose of foreclosure and collection of a mortgage from Edward Turpin, alias Edward Jackson, and Jennie Turpin, alias Jennie Jackson, to James Stanley Adams and Samuel J. Adams, partners, trading as J. Stanley Adams and Co., dated October 9th, 1914, and recorded among the land records of Somerset County, Maryland in Liber S.F.D. No. 64, folio 426, and assigned to Edgar A. Jones for the purpose aforesaid, which said assignment is duly of record among said land records,

respectfully shows:

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 Somerset News, a weekly newspaper published in said Somerset County, and by hand bill posted at the Court House door, in Princess Anne, Maryland, he did in pursuance of said notice attend in front of the Court House door on Tuesday July 10, 1934, at 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 the said mortgage, to wit:

All that lot or parcel of land, situate in Brinkley's Election District, in said Somerset County, and lying and binding on the road leading from Marumsco School House to Marumsco Creek, and containing three acres, more or less, which said lot is more particularly described in a deed to the said Edward Turpin, alias Edward Jackson, from William T. Adams and others, dated May 1st, 1909, and recorded among the land records of said Somerset County in Liber S.F.D. No. 50, folio 251.

Your trustee offered the property above described at public auction and sold the same to J. Stanley Adams and S. James Adams, they being the highest bidders therefore, at and for the sum of one hundred and five dollars, and the purchasers have complied with the terms of sale to the satisfaction of the assignee.

And the assignee charges himself with the proceeds of said sale and prays your honor to ratify the same and also the distribution of the proceeds of sale, the said proceeds being less than the requirements to pay the mortgage debt, interest and expenses.

Statement

Whole amount of mortgage debt	$206.00
Advertising	17.00
Clerk's costs	22.00
Auctioneer	2.00
Trustee for his commissions	25.00
Whole amount of proceeds of sale	$272.00
	$105.00
Leaving balance due on said mortgage of----------	$167.00

Edgar A. Jones,

Trustee and Assignee for
the purpose of foreclosure

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of July in the year nineteen hundred and thirty-four, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, the assignee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in the said report are true to the best of his knowledge 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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July, 1934

Edgar A. Jones, ex parte, trust created by mortgage from Edward Turpin, alias Edward Jackson, and Jennie Turpin, alias Jennie Jackson to James Stanley Adams and Samuel J. Adams, partners, trading as J. Stanley Adams & Co.	No. 4597 Chancery Circuit Court for Somerset County, Maryland

It is ordered by the Circuit Court for Somerset County, Maryland, this 12th day of July in the year nineteen hundred and thirty-four, that the report of Edgar A. Jones, assignee mentioned in the foregoing report of sale, and the sale of the real estate by him reported and the distribution of the proceeds, be and the same are hereby ratified and confirmed unless cause to the contrary appear by exceptions filed on or before the 14th day of August, 1934, provided a copy of this order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 13th day of August, 1934.

The report states the amount of sale to be $105.00.

J. Millard Tawes, Clerk

And now at this day to wit, on the eighteenth day of August, in the year nineteen hundred and thirty-four comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order to wit:

Edgar A. Jones, ex parte, trust created by mortgage from Edward Turpin, alias Edward Jackson and Jennie Turpin alias Jennie Jackson to James Stanley Adams and Samuel J. Adams, partners trading as J. Stanley Adams & Co.	No. 4597 Chancery Circuit Court for Somerset County, Maryland

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 18th day of August, in the year nineteen hundred and thirty-four, adjudged, order and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of sale and the distribution of the proceeds thereof made by Edgar A. Jones, assignee, and the sale by him reported, be and the same are finally ratified and confirmed.

Robert F. Duer, Judge

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

Per J. Millard Tawes, Clerk

Clarence P. Lankford, ex parte, trust created by mortgage from James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey.	Be it remembered that heretofore to wit, on the third day of July, in the year nineteen hundred and thirty-four, a certain Clarence P. 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 Alonzo R. Horsey by a certain James Carman and Mary M. Carman, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this nineteenth day of August in the year nineteen hundred and sixteen, by James Carman and Mary M. Carman, his wife, of Somerset County, in the State of Maryland:

Whereas, the said James Carman and Mary M. Carman, his wife, have this day borrowed from Alonzo R. Horsey, of said County and State, the sum of four hundred dollars ($400.00) and have executed and delivered unto the said Alonzo R. Horsey their bill obligatory for said sum of four hundred dollars ($400.00), dated evenly herewith, payable two years after date, with interest from date, which said interest is to be paid annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said James Carman and Mary M. Carman, 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 James Carman and Mary M. Carman, his wife, have granted and by these presents do grant and convey unto the said Alonzo R. Horsey, his heirs and assigns, all that lot or parcel of land situate, lying and being in Somerset County, in the State of Maryland, and described as follows, that is to say: All that lot or parcel of land in Asbury District, County and State aforesaid, on the East side of the County Road leading from the Crisfield Academy to Jenkin's Creek Bridge, said lot being twenty-six and one-quarter yards on said County Road and running back a distance of fifty-two and one-half yards, the same being all the real estate and premises conveyed unto the said Mary M. Carman by John E. Tull and wife by deed bearing date the thirty-first day of August in the year eighteen hundred and ninety-five, and recorded among the land records of Somerset County in Liber O.T.B. No. 18, folio 446 etc, to which said deed and record 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 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 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 James Carman and Mary M.

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Carman, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, his personal 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 mortgagors, or to whoever may be entitled to the same; and in the event that the said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors, covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half 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 four hundred dollars, and to cause the policy to be effect 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:

I. Sam'l Lawson, J. P.

I. S. Lawson

James his X mark Carman (Seal)

Mary M. her X mark Carman (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this nineteenth day of August 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 James Carman and Mary M. Carman, 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 Alonzo R. Horsey, the within named 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.

I. Sam'l Lawson, J. P.

Received for record the 21st day of August in the year nineteen hundred and sixteen and recorded in Liber W.J.S. No. 72, folio 62 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, 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 six 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 2 day of July in the year nineteen hundred and thirty-four.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey, dated the nineteenth day of August, in the year nineteen hundred and sixteen and recorded among the land records of said Somerset County in Liber W.J.S. No. 72, folio 62 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 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:

Benson W. Sterling.

Clarence P. Lankford (Seal)

Lorie C. Quinn, Sr. (Seal)

Edward P. Wyatt (Seal)

The above bond approved this 3rd day of July, nineteen hundred and thirty-four.

J. Millard Tawes, Clerk.

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And thereafter to wit, on the twenty-fourth day of July in the year nineteen hundred and thirty-four, the said attorney exhibied and filed in the Circuit Court here a report of sales, with and 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 James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey.	No. 4598 Chancery. Circuit Court for Somerset County, Maryland

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

The report of Clarence P. Lankford, attorney, under and virtue of a mortgage from James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey, bearing date the nineteenth day of August, in the year nineteen hundred and sixteen, and recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 72, folio 62 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 Bank of Crisfield, in the Town of Crisfield, Maryland, on Saturday, the twenty-first day of July, in the year nineteen hundred and thirty-four, 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, with the improvements thereon, situate, lying and being in Asbury District Somerset County, in the State of Maryland, on the East side of the County Road leading from the Crisfield Academy to Jenkins Creek Bridge, said lot being twenty-six and one-quarter yards on said County Road, and running back a distance of fifty-two and one-half yards, the same being all the real estate and premises conveyed unto the said Mary M. Carman by John E. Tull and wife bearing date the thirty-first day of August, in the year eighteen hundred and ninety-five, and recorded among the land records of said Somerset County in Liber O.T.B. No. 18, folio 446 etc, and which said property is also fully described in said mortgage, whereupon Addie C. Horsey of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of three hundred dollars ($300.00), and the 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		$300.00
By costs and expenses:		
To advertising sale and order nisi	$22.50	
" State and County taxes	37.10	
" Clerks fees, including record	11.00	
"Auctioneer	3.00	

To Edward P. Wyatt, insurance permit	$1.00	
" Solicitor	10.00	
" Commissions	25.00	
Balance of this fund to Addie C. Horsey and Alonzo R. Horsey, executors of Alonzo R. Horsey, deceased, on account of mortgage debt, per mortgage filed in this cause.	$190.00	$300.00

Statement of amount due on mortgage filed in this cause:

Amount of principal of said mortgage	$400.00
Interest due to July 21st, 1934	94.00
Total amount due, principal and interest	$494.00
Less allowance as above	190.40
Balance owing on said mortgage debt	$304.60

And your attorney prays the ratification of his said proceedings, and of the sale, and 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 24th day of July, in the year nineteen hundred and thirty-four, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, the attorney named in the above report of sales, and made oath in due form of law, that the matters and things stated in the aforegoind 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, ex parte, trust created by mortgage from James Carman and Mary M. Carman, his wife to Alonzo R. Horsey.	No. 4598 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 24th day of July, nineteen hundred and thirty-four, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in a mortgage from James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey, 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 24th 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 18th day of August next.

The report states the amount of sales to be $300.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-first day of ----------, in the year nineteen hundred and thirty-four, comes again in Court here the said attorney and on motion of the said attorney the Court here passed the following order, to wit:

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Clarence P. Lankford, ex parte, trust created by mortgage from James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey	No. 4598 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 21st day of -------, nineteen hundred and thirty-four, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in a mortgage from James Carman and Mary M. Carman, his wife, to Alonzo R. Horsey, 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 this 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. Milton Lewis, 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 being the second day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

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 J. Ghingher, Receiver for the Peoples Bank of Somerset County, VS. The Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, a body corporate; Frank Branford; Young & Son Incorporated; and the Bank of Somerset, a body corporate.	Be it remembered that heretofore to wit, on the sixteenth day of August in the year nineteen hundred and thirty-three, a certain George H. Myers, trustee, exhibited and filed in the Circuit Court here a bill of complaint against the Trustees of Union

Asbury Methodist Episcopal Church of Crisfield, Maryland, a body corporate; Frank Branford; Young & Son Incorporated; and the Bank of Somerset, a body corporate, which said bill of complaint is in the words following, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County, VS. The Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, a body corporate; Frank Branford; Young & Son Incorporated; and the Bank of Somerset, a body corporate.	No. 4506 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

Your Orator complaining says:

First: That by decree of the Circuit Court for Somerset County, in Equity, passed on the 24th day of February, nineteen hundred and thirty-three, in Chancery Cause No. 4367, certified copy of which said decree is herewith filed as part hereof, marked Exhibit "A", your Orator was duly appointed receiver for the Peoples Bank of Somerset County in place of George W. Page, and that your Orator has qualified by giving bond as required by said decree and is now the duly appointed and qualified receiver for said Peoples Bank, and authorized by order of said Circuit Court for said Somerset County in Equity, passed in said Chancery Cause on the -------- day of August, nineteen hundred and thirty-three, to bring this suit.

Second: That on the 5th day of November nineteen hundred and twenty-nine, the said Trustees of Union Asbury Methodist Episcopal Church, being indebted unto the said Frank Branford in the sum of $11,555.00, executed to the said Branford, its bill obligatory for said principal sum, secured by mortgage of said date, and on the same day the said Branford assigned said mortgage to the said Peoples Bank as collateral security for certain notes due from said Branford to said Bank, all of which will more fully appear

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by reference to said mortgage and assignment thereof, recorded among the land records of said Somerset County in Liber No. 98, folio 230 etc., certified copy of which said mortgage and assignment is herewith filed as part hereof, marked Exhibit "B".

Third: That on the 24th day of February, nineteen hundred and thirty, the said Frank Branford, by deed of assignment bearing said date and recorded among the Land Records of said Somerset County in Liber No. 99, folio 565 etc., further assigned said mortgage to the defendants, the Bank of Somerset, and Young & Son Incorporated, as collateral security for certain sums owing by the said Branford to said defendants set forth in said deed of assignment but subject to the prior assignment of said mortgage to the said Peoples Bank; and the said Peoples Bank joined in said deed of assignment for the purpose of identifying and making specific the amount of indebtedness secured to it by the said assignment from the said Branford on November 5th, 1929, which said amount it was agreed by said Peoples Bank should not exceed the sum of $2500.00, with interest on $2004.30 thereof from the ninth day of December, 1929, certified copy of which said deed of assignment is herewith filed as part hereof marked Exhibit "C".

Fourth: That the said mortgage executed by the said Trustees of Union Asbury Methodist Episcopal Church to the said Branford pledges five separate parcels of land, located in said Somerset County as will appear by reference thereto, but with respect to the first parcel mentioned therein, and which was conveyed by deed from Noah C. Sterling et al to the said Trustees, dated May 19th, 1921, a certain A. B. Cochrane Company, a body corporate, and a certain B. Horace Ford, have filed alleged mechanics liens against the Church buildings erected on said lot, and on the 15th day of June, 1032, said alleged lien claimants filed in the Circuit Court for said Somerset County, their Bill of Complaint, to which your Orator and the other parties to this suit were made defendants, praying for a sale of the said Church building and land on which the same is erected, and other land adjacent thereto, to satisfy said alleged lien; that said Chancery Court therefore has jurisdiction of said first parcel mentioned in said mortgage and conveyed as aforesaid to said Trustees by Noah C. Sterling et al as will appear by reference to the proceedings in the suit of the said A.B. Cochrane Company et al, being No. 4406 Chancery in said Court.

Fifth: That the said mortgage executed by the said Trustees to the said Branford, and assigned as aforesaid, constitutes a first lien upon the four remaining parcels described in said mortgage and conveyed to the said Trustees by deeds respectively from Robert H. McCready, Elijah H. Pruitt et al, George W. Long et al, and William Nelson et al.

Sixth; That the whole of said mortgage debt and interest is overdue and unpaid, that the said Branford has paid no part of his said indebtedness to the Peoples Bank of Somerset County, secured by said collateral assignment as set forth in said Exhibit "C", to wit: the sum of $2500.00, with interest on $2004.30 thereof from December ninth, nineteen hundred and twenty-nine, and that the said Branford is now indebted to your petitioner under said collateral assignment for the full sum of $2500.00 with interest as aforesaid; that your Orator has made demand upon the said Branford and upon said Trustees for the payment of said debt but the said defendants have failed to pay the same or any part thereof.

To the end therefore:

(1) That the said Frank Branford or the said Trustees of Union Asbury Methodist Episcopal Church may be decreed to pay to your Orator whatever may be due him as aforesaid

as Receiver for said Peoples Bank of said Somerset County together with his costs of suit by a short day to be appointed for that purpose, or in default thereof that the said Frank Branford and said Trustees of Union Asbury Methodist Episcopal Church and all persons claiming under them may be absolutely debarred and foreclosed from all right and equity of redemption in or to the second, third, fourth and fifth parcels of land described in and pledged by the aforesaid mortgage, filed as Exhibit "B".

(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 Trustees of said Union Asbury Methodist Episcopal Church, a body corporate of said Somerset County; to the said Frank Branford, an adult residing in said Somerset County; to the said Young & Son Incorporated, a body corporate of Worcester County, State of Maryland; and to the said Bank of Somerset, a body corporate of 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.

And as in duty bound.

Geo. H. Myers,

Solicitor for Complaintant.

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

State of Maryland VS. Peoples Bank of Somerset County, a body corporate.	In the Circuit Court For Somerset County, In Equity.

George W. Page, having tendered his resignation as Receiver in this proceeding, and it appearing to the Court that he has also resigned from the office of Bank Commissioner for the State of Maryland, and that John J. Ghingher, has been appointed and has duly qualified as his successor in said office.

It is thereupon this 24th day of February, 1933, Ordered by the Circuit Court for Somerset County, that the resignation of George W. Page, as Receiver in this proceeding, be, and the same is hereby accepted, and that upon his compliance with the terms of this decree he be relieved from further acting as Receiver herein.

And it is further ordered that John J. Ghingher, Bank Commissioner for the State of Maryland, be, and he is hereby named as Receiver for the Peoples Bank of Somerset County, in the place of the said George W. Page, with full power and authority to take charge and possession of the books, papers, property and effects of every kind belonging to the said Bank, and to collect the outstanding debts due to the said institution and to employ all necessary clerical and other assistance, in the performance of his duties as Receiver.

And it is further ordered, that the said John J. Ghingher, upon his qualification as Receiver herein, shall have all the power and authority heretofore conferred upon the said George W. Page, as Receiver in this proceeding.

And it is further ordered, that before the said John J. Ghingher proceeds to act as Receiver by virtue of this order, he shall give bond to the State of Maryland in the penalty ot twenty-five thousand dollars with surety or sureties to be approved by this Court or the Clerk thereof, conditioned for the faithful performance of the trust reposed in him by this order or by the provisions of law, or which may be reposed in him by any further order or decree that may be passed in this proceeding.

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And it is further ordered that the said George W. Page, be, and he is hereby directed and required to yield up and deliver unto the said John J. Ghingher, as soon as he shall have qualified to act as Receiver, all of the books, papers, property and effects of every kind belonging to the said Peoples Bank of Somerset County, which have been received by him or which he may now hold or have under his control.

Joseph L. Bailey,

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing is a true and correct copy of the Decree in the Case of State of Maryland Vs. Peoples Bank of Somerset County, a body corporate, the same being No. 4367 Chancery of the Circuit Court for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 15th day of August, 1933.

SEAL J. Millard Tawes, Clerk.

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

This mortgage, made this 5th day of November, in the year nineteen hundred and twenty-nine by the Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, a religious corporation under the laws of the State of Maryland, witnesseth: Whereas the said Trustees of Union Methodist Episcopal Church of Crisfield, Maryland, is justly and bona fide indebted unto Frank Branford of Somerset County, State of Maryland, in the full sum of eleven thousand, five hundred and fifty-five dollars ($11,555.00) and has given therefore its bill obligatory of even date herewith, payable to the said Frank Branford, his personal representatives and assigns, one year after date, with interest from date to better secure the payment of which said sum and interest, when and as the same shall become due and payable, these presents are executed, and whereas by resolution of the said Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, passed at a metting of said Trustees on the twenty-fifth day of October, nineteen hundred and twenty-nine, the said corporation was authorized to execute this mortgage to secure said debt, and Ira J. Williams, President of said religious corporation was authorized to sign said mortgage on behalf of said corporation and James J. Brittingham, Secretary of said corporation, was constituted and appointed attorney to acknowledge said mortgage on behalf of said corporation, and this mortgage witnesseth, that the said Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, do hereby constitute and appoint the said James J. Brittingham 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.

Now therefore this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, a religious corporation as aforesaid, do hereby grant and convey unto the said Frank Branford, his heirs and assigns, all those lots or parcels of land situate, in Asbury Election District in said Somerset County whereon is located the new Church building of the said religious corporation, also the several lots or parcels of land whereon was located the former church building of said religious corporation, including the land used in connection therewith, also the lot or parcel of land whereon is located the parsonage dwelling of said religious corporation, which said lots or parcels of land were conveyed to the said Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, by the following deeds, to wit: (1) From Noah C. Sterling

et al., dated May 19, 1921, and recorded among the land records of said Somerset County in Liber No. 84, folio 304, (2) from Robert H. McCready dated June 18, 1908, and recorded as aforesaid in Liber No. 49, folio 27, (3) from Elijah H. Pruitt, et al., dated May 29, 1906, and recorded as aforesaid in Liber No. 43, folio 416, (4) From George W. Long et al, dated July 24, 1896, and recorded as aforesaid in Liber No. 19, folio 493, (5) from William Nelson et al., Trustee dated June 7, 1877, and recorded as aforesaid in Liber L.W. No. 17, folio 316 also the right of way granted to the said religious corporation by deed from Jacob N. Sterling dated March 19, 1907, and recorded as aforesaid in Liber No. 47 folio 198.

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 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 Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, 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 George H. Myers, their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper published in said Somerset County and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the part 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 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

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person in its behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor convenant 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 eleven thousand, five hundred and fifty-five 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 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.

Witness the hand of Ira J. Williams, President of said religious corporation and the corporate seal thereof.

Test:

Benson W. Sterling — SEAL of CHURCH — Ira J. Williams (Seal)

James J. Brittingham — President, Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 5th day of November, 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 aforesaid, personally appeared, Frank Branford, mortgagee aforesaid, 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 set my hand and affixed my Notarial Seal.

SEAL OF NOTARY — Benson W. Sterling, Notary Public

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 5th day of November, 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 James J. Brittingham, Attorney named in the aforegoing mortgage, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said mortgage to be the act of the said Trustees of Union Asbury Methodist Episcopal Church of Crisfield Maryland.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal.

SEAL OF NOTARY — Benson W. Sterling, Notary Public

Received for record November 6th, 1929, and recorded in Liber G.W.L. No. 98, folio 230, one of the land records of Somerset County.

Per: George W. Lawson, Clerk.

ASSIGNMENT

For value received and as collateral security or note or notes due by me to the Peoples Bank of Somerset County, I hereby assigny the within and foregoing mortgage, to the Peoples Bank of Somerset County.

Witness my hand and seal this 5th day of November, 1929.

Witness: Omar J. Croswell. Frank Branford (SEAL)

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that aforegoing mortgage is truly copied from Liber G.W.L. No. 98, folio 230, one of the land records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 15th day of August, 1933. SEAL

J. Millard Tawes, Clerk.

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

This deed of assignment, made this 24th day of February, 1930, by Frank Branford of Somerset County, Maryland, and Peoples Bank of Somerset County, a body corporate, whereas said Branford is the mortgagee in a mortgage from the Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, dated the 5th day of November, 1929, and of record among the land records of Somerset County, Maryland, in Liber G.W.L. No. 98 folios 230 etc., which mortgage secures the sum of eleven thousand and five hundred and fifty-five dollars ($11,555.00) and

Whereas said Branford on the 5th day of November, 1929, assigned said mortgage and mortgage debt to said Peoples Bank of Somerset County, in the following words, to wit:

"for value received and as collateral security for note or notes due by me to the Peoples Bank of Somerset County, I hereby assign the within and foregoing mortgage to the Peoples Bank of Somerset County.

Witness my hand and seal this 5th day of November, 1929.

Witness: O. J. Croswell Frank Branford (Seal)

And whereas said assignment is indefinite and uncertain as to the items intended to be secured, and whereas said Branford is desirous of fixing and making certain said sums and to assigns his equity in said mortgage and mortgage debt to the Bank of Somerset, a body corporate, and to Young & Son Incorporated, a body corporate as collaterals, to better secure certain obligations owing to them respectively.

Now, therefore, this deed of assignment witnesseth: that in consideration of one dollar the said Frank Branford does hereby grant and assign all his right, title, interest and estate in and to the aforesaid mortgage and the property described therein and the mortgage debt intended to be thereby secured to the Bank of Somerset, a body corporate, its successors and assigns, and to Young & Son, Incorporated, a body corporate, its successors and assigns, as collateral, to better secure to said Bank of Somerset, its successors and assigns, his obligation in the principal sum of four thousand and two hundred and fifty dollars ($4250.00) dated the 13th day of February, 1930, and all renewals thereof, as a whole or in part, and all interest thereon, accrued or to accrue, and to said Young & Son, Incorporated, its successors and assigns, his obligation of even date herewith in the principal sum of six thousand and five hundred dollars ($6500.00)

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payable on demand, and all renewals thereof, as a whole or in part, and all interest thereon, accrued or to accrue, equally and ratably, without preference or priority of one over the other in proportion to their respective amounts, it being understood that the assignment dated November 5, 1929, to the Peoples Bank of Somerset County, was intended to secure and does secure, as collateral, his obligation to said Peoples Bank, dated December 9, 1929, in the principal sum of two thousand and four dollars and thirty cents ($2004.30) and all renewals thereof, in whole or in part, together with the interest thereon, acrrued and to accrue, and further to secure, as collateral, not to exceed the sum of four hundred and ninety-five dollars and seventy cents ($495.70) of a judgment dated August 29, 1929, in the Circuit Court of Somerset County, Maryland, against him and in favor of said Peoples Bank.

And said Peoples Bank of Somerset County joins herein for the purpose of admitting and acknowledging that the assignment of the aforesaid mortgage to it dated February 5, 1929, intended to secure and does secure only the aforesaid, items of two thousand and four dollars and thirty cents ($2004.30) and four hundred and ninety-five dollars and seventy cents ($495.70) and for the purpose of releasing all its right, title and interest in said mortgage and mortgage debt, which it hereby releases, save and except its first lien on said mortgage and mortgage debt for the purpose of securing the aforesaid sum of two thousand and five hundred dollars ($2500.00) which it hereby retains

As witness the hand and seal of the said Frank Branford this 24th day of February, 1930, and the signature of the Peoples Bank of Somerset County by Henry J. Waters, its President, with its corporate seal annexed and attested by the signature of Omar J. Croswell, its Cashier, this 24th day of February, 1930.

Witness: as to Frank Branford. SEAL OF BANK Frank Branford (Seal)

M. L. Costen PEOPLES BANK OF SOMERSET COUNTY
By Henry J. Waters, President.

Attest: O. J. Croswell, Cashier

Witness as to the signature of,

State of Maryland, County of Somerset, to wit:

I hereby certify, that on this 24th day of February 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing at Princess Anne in said Somerset County, personally appeared Frank Branford and acknowledged the foregoing deed of assignment to be his act and deed and at the same time also appeared Henry J. Waters, President of Peoples Bank of Somerset County, and acknowledged the foregoing deed of assignment to be the act and deed of said Peoples Bank of Somerset County.

In testimony whereof I hereunto set my hand and affix my Notarial Seal the day and year above set forth.

SEAL OF NOTARY

Vernon E. White
Notary Public

Received for record February 25th, 1930, and recorded in Liber G.W.L. No. 99, folio 565, one of the land records of Somerset County.

Per: George W. Lawson, 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 of Assignment is truly copied from Liber G.W.L. No. 99, folio 565 one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 15th day of August, 1933.

J. Millard Tawes, Clerk

SEAL

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,

SEAL

Young & Son Incorporated 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 September next to answer the complaint of John J. Ghingher Receiver for the 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 July Anno Domini 1933 issued the 16th day of August Anno Domini 1933.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

The State of Maryland,

SEAL

Frank Branford & Bank of Somerset of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in September next to answer the complaint of John J. Ghingher, Receiver for the 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 Mayland, the 3rd day of July Anno Domini 1933 issued the 16th day of August Anno Domini 1933.

Per order, J. Millard Tawes, Clerk

Maryland, Somerset County, to wit:

The State of Maryland,

SEAL

The Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in September next to answer the complaint of John J. Ghingher, Receiver for the 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 July Anno Domini, 1933, issued the 16th day of August, Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in September in the year nineteen hundred and thirty-three, 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 Young & Son, a body corporate, by service upon James T. Young, President of said corporation, and copy of summons left with said James T. Young.

So answers,

Wilmer S. Purnell, Sheriff

July, 1934

And at the same time also came Luther Daugherty, Sheriff of Somerset County, to whom the second and third subpoenas were directed, also came and made return thereof to the Court here in the words following, to wit:

For the second said subpoena, summoned Frank Branford and copy left with said defendant. Summoned Bank of Somerset by service on William B. Spiva, President of said defendant corporation, and copy of the within writ left with said Spiva.

Luther Daugherty, Sheriff

For the third said subpoena, summoned the Trustees of Union Asbury Methodist Episcopal Church of Crisfield, a body corporate, by service on Herbert Elzey, Chairman of said Board & copy of the within writ left with said Elzey.

Luther Daugherty, Sheriff

And thereafter, to wit, on the twenty-ninth day of March in the year nineteen hundred and thirty-four on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Trustees of Union Asbury Methodist Episcopal Church, et al.	No. 4506 Chancery Circuit Court for Somerset County, Maryland

The defendants, the Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, a body corporate, Young & Son, Inc., a body corporate, Bank of Somerset, a body corporate, and Frank Branford, having each been duly summoned to appear to the Bill of Complaint and having failed to appear thereto and answer said Bill.

It is thereupon this 28th day of March, nineteen hundred and thirty-four, 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.

Joseph L. Bailey, Judge.

And afterwards to wit, on the twenty-seventh day of April in the year nineteen hundred and thirty-four, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof of a certain testimony by him taken in the words following, to wit:

John J. Ghingher, Receiver VS. Trustees of Union Asbury M. E. Church, et al	No. 4506 Chancery Circuit Court for Somerset County, Maryland

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 law office in Princess Anne, Maryland, on March 23rd, nineteen hundred and thirty-four, I did take the following deposition, that is to say:

Frances H. Benson, a witness of lawful age, produced on the part of the plaintiff, having been duly sworn, deposing says:

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Q 1 State your name, age, residence and occupation.

Ans. France H. Benson, 27, Princess Anne, Maryland, Representative for the Receiver for the Peoples Bank of Somerset County.

Q 2 How long have you been in the employ of the Receiver for the Peoples Bank?

Ans. Since November 20, 1931.

Q 3 When did the receiver take charge of the Bank?

Ans. November 7, 1931.

Q 4 As such employee do you have in your possession the books, papers, notes and other evidence of debt of or belonging to the said Peoples Bank, and if so how long have such documents been in your custody?

Ans. Yes, since the last of February 1933.

Q 5 Do those records show any indebtedness on the part of Frank Branford to the Peoples Bank, if so what and how much?

Ans. The Receiver holds a judgment against Frank and Eva Branford in the amount of $2510.80, $7.00 costs and $250.00 collection fee, with interest from June 3, 1931. The judgment was entered on August 29, 1929, No. 63 Appearances, July Term 1929.

Q 6 What, if anything, has been paid upon that judgment since the Bank went in the hands of the Receiver?

Ans. Nothing.

Q 7 And what payments do your records show were paid on that judgment before the Bank closed?

Ans. Nothing except interest up to June 3, 1931.

Q 8 Look at the paper here shown you and state whether or not it is a copy of the judgment to which you have just referred.

Ans. Yes.

Plaintiff here files with the Examiner, to be used as evidence in this case, certified copy of judgment identified by witness, marked Exhibit D.

Plaintiff also files with the Examiner, to be used as evidence in this case, certified copy of order appointing the plaintiff Receiver of the Peoples Bank filed as Exhibit A with the bill of complaint.

Plaintiff also files with the Examiner, to be used as evidence in this case, certified copy of mortgage executed by the trustees of Union Asbury etc. Church to Frank Branford and assigned by said Branford to the Peoples Bank heretofore filed with the bill of complaint as Exhibit B.

Plaintiff also files with the Examiner, to be used as evidence in this cause, certified copy of deed of assignment heretofore filed with the bill of complaint as Exhibit C.

Q 9 In the deed of assignment just referred to, marked Exhibit C, it is provided that the assignment of the mortgage executed by the said trustees of Union Asbury M. E. Church to Frank Branford was intended to secure and does secure said Branford's obligation to the Peoples Bank, dated December 9, 1929, in the principal sum of $2004.30, together with interest etc. Does the Peoples Bank of Somerset County still hold this obligation of Frank Branford?

Ans. No, the note had been assigned to the Baltimore Commercial Bank before the Bank Closed.

Q 10 This assignment also states that it is intended to secure not to exceed the sum of $495.70 of a judgment dated August 29, 1929 against the said Branford and in favor of the Peoples Bank. Does the Bank stillhold this judgement against Branford?

Ans. Yes, that is the judgment I described a while ago, marked Exhibit D.

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Q 11 So that at the present time the Received holds a total of only $495.70 of the amounts secured to the Peoples Bank by the assignment of the church mortgage from Branford, is that correct?

Ans. The Receiver holds the whole judgment but only $495.70 appears to be secured by that assignment.

Q 12 Has any demand been made upon Frank Branford or the trustees of Union Asbury Church for the payment of the debt?

Ans. I don't know.

Court question here asked witness.

Ans. No.

Test: Harry C. Dashiell, Exam. Frances H. Benson.

The taking of testimony was continued on April 26, 1934.

Vernon E. White, a witness of lawful age, produced on the part of the plaintiff, having been duly sworn, deposing says:

Q 1 State your name, age, residence and occupation.

Ans. Vernon E. White, 40, Princess Anne, Maryland, insurance agent.

Q 2 How were you employed prior to November 9, 1931?

Ans. Assistant Cashier, Peoples Bank of Somerset County.

Q 3 Have you examined the records of the Peoples Bank with respect to the obligations of Frank Branford prior to the closing of said Bank?

Ans. Yes.

Q 4 Can you tell us whether or not any payment was made on account of a note of the said Branford to the Peoples Bank dated December 9, 1929, for the principal sum of $2004.30?

Ans. There were no payments made.

Q 5 What payments if any were made on a judgment held by the said Peoples Bank against said Branford dated Aug. 29, 1929 for the sum of $495.70 prior to the closing of said Bank?

Ans. None.

Court's question here asked witness.

Ans. I do not believe so.

Test: Harry C. Dashiell, Exam. Vernon E. White.

George H. Myers, a witness of lawful age, produced by the plaintiff having been duly sworn deposing says:

I am fifty-four years of age, my occupation is practice of law, and my residence Princess Anne, Maryland. I am employed at Attorney for the Receiver for the Peoples Bank of Somerset County. When the mortgage, copy of which is filed in these proceedings, was delivered to me for collection by the Receiver's representative, I made demand both upon the Trustees of the Union Asbury M. E. Church and upon Mr. Branford. Some of the Trustees came to see me but they had no proposal for making any payment upon the mortgage. On the contrary they came to tell me that the lot upon which the church building stands was covered by a mortgage prior to the Branford mortgage. I found this to be true but also found the mortgage to be defectively executed or acknowledged. However, the main church lot covered by the mortgage of the Board of Home Missions of the Methodist Episcopal Church referred to, is also covered by the prior mechanics liens mentioned in the fourth paragraph of the Bill of Complaint and is not included in the prayer for sale for the purpose of foreclosure. I had no reply to my demand upon Mr. Branford.

Test: Harry C. Dashiell, Exam. Geo. H. Myers.

There being no further witness 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 27th day of April, nineteen hundred and thirty-four.

Harry C. Dashiell
Examiner in Chancery

Harry C. Dashiell, Examiner	$4.00
Francis H. Benson, witness	.75
Vernon E. White, witness	.75
	$5.50

And thereafter to wit, on the twenty-first day of May, in the year nineteen hundred and thirty-four, the Circuit Court here passed the following decree in the premises, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. The trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, a body corporate, et al.	No. 4506 Chancery Circuit Court for Somerset County, Maryland

This cause standing ready for hearing and being submitted and the proceedings therein having been read and considered.

It is thereupon this 19th day of May, nineteen hundred and thirty-four, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed, that there is due the plaintiff from the defendant, Frank Branford, and from the defendant the Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, assignee of the said Frank Branford, the sum of four hundred ninety-five and 70/100 dollars.

And it is further adjudged, ordered and decreed that the said Frank Branford and the said Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, or either of them, pay or bring into Court to be paid unto the said John J. Ghingher, Receiver aforesaid, the sum so due as aforesaid, within thirty days from the date of this decree, together with the costs of this suit; or on default thereof that the real estate mentioned in said Bill of Complaint, namely, the second, third, fourth and fifth lots or parcels of land mentioned and described in the said mortgage executed by said Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland, to the said Frank Branford, filed as Exhibit B, with the Bill of Complaint in the above cause or so much thereof as may be necessary for the payment of said debt, interest and cost, be sold, and 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 corporate surety to be approved by this Court or 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 at least three week's notice by advertisement, inserted in such newspaper published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be cash as prescribed by said mortgage, 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 proceed-

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ings 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.

Joseph L. Bailey, 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 and Indemnity Company, a body corporate, under the laws of the State of Connecticut, as surety, are held and firmly bound under 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 twenty-seventh day of June, nineteen hundred and thirty-four.

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 mention in the proceedings in the suit of John J. Ghingher, Receiver for the Peoples Bank of Somerset County, vs. the Trustees of Union Asbury Methodist Episcopal Church of Crisfield, Maryland et al., the same being No. 4506 on the Chancery Docket of 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.

HARTFORD ACCIDENT & INDEMNITY CO.

By: Geo. H. Myers,
Attorney-in-fact.

M. Edna Barnes, witness

Geo. H. Myers (Seal)

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-sixth day of July in the year nineteen hundred and thirty-four, George H. Myers, 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:

July, 1934

John J. Ghingher, Receiver for the Peoples Bank of Somerset County, VS. Union Asbury Methodist Episcopal Church, et al.	No. 4506 Chancery Circuit Court for Somerset County, Maryland

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

The report of George H. Myers, trustee appointed by the decree passed in this cause to make sale of the real estate, therein mentioned, respectfully shows: that after giving Bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a paper printed in said Somerset County once a week for three successive weeks before the day of sale he did pursuant to said notice attend in front of the Post Office at Crisfield, Maryland on the twenty-first day of July in the year nineteen hundred and thirty-four at about the hour of three o'clock P.M. and then and there did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement, and particularly described as follows: First: Said Trustee offered for sale all that lot of land situate in Asbury Election District, in said Somerset County, which was conveyed to said Union Asbury Methodist Episcopal Church, a body corporate, by deed from William Nelson, et al., Trustee, dated June 7, 1877, and recorded among the land records of said Somerset County in Liber L.W. No. 17, folio 316, et seq., the same being the old church property of the said Union Asbury M.E. Church (colored) together with the right of way granted to said Union Asbury M.E. Church by deed from Jacob N. Sterling, dated March 19, 1907, and recorded as aforesaid in Liber No. 47, folio 198, et seq., and sold the same to John J. Ghingher, Receiver for the Peoples Bank of said Somerset County, he being then and there the highest bidder therefor at and for the sum of one hundred dollars, and the said purchaser has complied with the terms of sale.

Second: Your said Trustee then offered for sale by public auction all that lot of land situate in Asbury Election District, which was conveyed to the said Union Asbury Methodist Episcopal Church by deed from Robert H. McCready, dated June 18, 1908, and recorded as aforesaid in Liber 49, folio 27, also the right of way granted to said Union Asbury M.E. Church by deed from Jacob N. Sterling dated March 19, 1907, and recorded as aforesaid in Liber No. 47, folio 198.

And sold the same to William E. Ward of said Somerset County, he being then and there the highest bidder therefor, at the sum of thirty dollars and said purchaser has complied with the term of sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County,

On this 26th day of July, nineteen hundred and thirty-four 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.

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

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Union Asbury Methodist Episcopal Church, et al.	No. 4506 Chancery Circuit Court 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 August, 1934, 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 August, 1934.

The report states the amount of sales to be $130.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirtieth day of August, in the year nineteen hundred and thirty-four, comes again in Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Som. Co. VS. Union Asbury Methodist Episcopal Church, et al.	No. 4506 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this 30th day of August, 1934 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 for the Trustee allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Joseph L. Bailey.

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

Per J. Millard Tawes, Clerk.

March, 1934

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 fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

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:

Edgar A. Jones, Ex parte, Trust created by mortgage from Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy C. Gordy, to Howard Anderson	Be it remembered that heretofore to wit, on the twenty-ninth day of April in the year nineteen hundred and thirty-three, a certain Edgar A. Jones 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 Howard Anderson by Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy C. Gordy, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this thirtieth day of December, in the year nineteen hundred and twenty, by Revel C. Hall and Lena J. Hall, his wife, Edward T. Somers and Emma S. Somers, his wife, of Accomac County, State of Virginia, John S. Gordy and Zilphy C. Gordy, his wife, of Worcester County, State of Maryland, witnesseth:

Whereas, the said Revel C. Hall, Edward T. Somers, and John S. Gordy are justly and bona fide indebted unto Howard Anderson, of Somerset County, State of Maryland, in the full sum of sixteen thousand five hundred dollars, the same being for balance of purchase money owing by the said Revel C. Hall, Edward T. Somers, and John S. Gordy to the said Anderson on account of the hereinafter described real estate; and whereas the said Revel C. Hall, Edward T. Somers, and John S. Gordy have given therefor their bill obligatory of even date herewith for said principal sum, payable to the said Howard Anderson, his personal representatives or assigns, fifteen hundred dollars thereof at the end of six months from date hereof, and the balance at the expiration of two years from date hereof, with interest, payable semi-annually from date, and with the right and privilege to the said mortgagors to make payments on account of said principal sum in the amount of five hundred dollars or multiples thereof at any interest payin period as aforesaid, to better secure the payment of which said sum and interest, when and as the same shall become due and payable, these presents are executed.

Now, therefore, the said Revel C. Hall and Lena J. Hall, his wife, Edward T. Somers and Emma S. Somers, his wife, John S. Gordy and Zilphy C. Gordy, his wife, do grant and convey unto the said Howard Anderson, his heirs and assigns, all those two lots, tracts, or parcels of land situate in Mt. Vernon Election District, in said Somerset County, and more particularly described as follows:

First: All that tract or parcel of land being known as the home farm of the said Howard Anderson, whereon the said Howard Anderson now resides, lying and binding on Monie

Creek, and lying and binding on the west side of the county road leading from Princess Anne to Mt. Vernon, containing two hundred and thirty acres, more or less, which was devised to the said Howard Anderson and Woodland A. Anderson by and under the second item of the last Will and Testament of their father, William J. Anderson, or record among the testamentary records of said Somerset County in Liber T.D. No. 21, folio 84.

Second: All that parcel of woodland containing forty acres, more or less, adjoining the land owned or formerly owned by Isaac T. Holland and Messrs. Pusey and White, which was devised to the said Howard Anderson and Woodland A. Anderson by and under the third item of the will of their said father recorded as aforesaid.

The interest of the said Woodland A. Anderson in and to the aforedescribed parcels of land was conveyed to the said Howard Anderson by deed dated April 2, 1910 and recorded as aforesaid in Liber S.F.D. No. 53, folio 506.

To which said deed and will and all the references therein contained special reference is hereby made as part hereof for a more full and particular description of the land and premises hereby mortgaged.

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 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 convenants 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 Revel C. Hall and Lena J. Hall, his wife, Edward T. Somers and Emma S. Somers, his wife, John S. Gordy and Zilphy C. Gordy, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee his personal representatives or assigns, or Joshua W. Miles or George H. Myers, their attorney or agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in 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 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 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 mortgageee, 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 polciy 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 F. Nelson, Jr. as to	Revel C. Hall (Seal)
Revel C. Hall and Lena J. Hall	Lena J. Hall (Seal)
Samuel H. Sudler as to,	Edward T. Somers (Seal)
Edward T. Somers	Emma S. Somers (Seal)
Test as to John S. Gordy & Zilphia C. Gordy,	John S. Gordy (Seal)
Witness: Eugene S. Maddox	Zilpha C. Gordy (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 1st day of January, in the year nineteen hundred and twenty-one, before me, the subscriber a --------- of the State of Maryland, in and for Somerset County aforesaid, personally appeared Edward T. Somers the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be ------ act and deed; and at the same time and place also personally appeared before me Howard Anderson 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 set my hand and affixed my Notarial Seal.

SEAL
OF
NOTARY

Samuel H. Sudler, Notary Public.

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State of Virginia, County of Accomack, to wit:

I, H.A.Littleton, a notary public in and for the State and County aforesaid, whose commission expires March 6th, 1921, do hereby certify that Emma S. Somers, whose name is signed to the above writing bearing date on the 30 day of December, 1920, has acknowledged the same before me in my County aforesaid.

Given under my hand this the 31st., day of December 1920.

H. A. Littleton, Notary Public.

State of Virginia, Accomac County, to wit:

I hereby certify, that on this 31st day of December, nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Revel C. Hall and Lena J. Hall, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal.

SEAL
OF
NOTARY

John F. Nelson, Jr.
Notary Public

State of Maryland, Worcester County, to wit:

I hereby certify, that on this 31st day of December, nineteen hundred and twenty before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John S. Gordy and Zilphy C. Gordy, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed.

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

SEAL
OF
NOTARY

Eugene S. Maddox,
Notary Public

Credit on account of the within mortgage debt $1500.00 balance due as of January 1st, 1921, fifteen thousand dollars.

Howard Anderson

Received for record 3rd Jany, 1921 and recorded in Liber W.J.S. No. 82, folio 290 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received, I hereby assign the within mortgage to Edgar A. Jones, for the purpose of foreclosure and collection. Witness my hand and seal this 23rd day of March, 1933.

Witness: Charles R. Bounds. Howard Anderson (Seal)

Filed for record April 29, 1933 and recorded in Liber W.J.S. No. 82, folio 290.

Test: J. Millard Tawes, Clerk.

And thereupon the said Edgar A. Jones, assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, Edgar A. Jones, Howard Anderson, Harry T. Phoebus and George Norman Pusey are held and firmly bound, in the full and just sum of twenty five thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to 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 29th day of April, in the year nineteen hundred and thirty-three.

Whereas by mortgage dated December 30th, 1920, recorded among the land records of

Somerset County, in the State of Maryland, in Liber W.J.S. No. 82, folio 290 & etc, Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy C. Gordy conveyed to Howard Anderson certain real estate in Somerset County, to secure the payment of the sum therein mentioned, and whereas by assignment dated March 23rd, 1933 and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 82, folio 290 & etc., the said Howard Anderson assigned the said mortgage to Edgar A. Jones for the purpose of foreclosure and collection, and whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage, and whereas default has occured in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

Now therefore the condition of the above obligation is such, that if the above bounden Edgar A. Jones do and shall well and faithfully perform the trust reposed in him 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 the said mortgaged property, or the proceeds thereof, then the above obligation is void, otherwise to be and remain in full force and virtue in law.

Edgar A. Jones (Seal)
Witness: Charles R. Bounds. Harry T. Phoebus (Seal)
Geo. Norman Pusey (Seal)
Howard Anderson (Seal)

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the third day of May in the year nineteen hundred and thirty-three, 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:

Edgar A. Jones, Ex parte, Trust Created by mortgage from Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy C. Gordy to Howard Anderson	No. 4483 Chancery Circuit Court for Somerset County, Maryland

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

The report of Edgar A. Jones, Assignee for the purpose of foreclosure and collection of a mortgage from Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy Gordy to Howard Anderson, dated December thirtieth, in the year nineteen hundred and twenty, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 82, folio 290 etc., and assigned to the said Edgar A. Jones by assignment dated March 23, 1933, recorded among the said land records, respectfully represents:

That by virtue of the power and authority contained in said mortgage, default having been made in the terms, covenants and conditions of 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 the said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Somerset News, a weekly newspaper, printed and published in Somerset County, Maryland, and by handbill posted at the Court House door in said County, he did in pursuance of said notice

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attend in front of the Court House door in Princess Anne, Maryland, on Tuesday May 2nd, 1933, at about the hour of two o'clock P.M. and then and there proceeded to sell at public auction the following described property;

First: He offered all that tract or parcel of land formerly being known as the home farm of the said Howard Anderson, whereon the said Anderson formerly resided, lying and binding on Monie Creek and lying and binding on the west side of the County road leading from Princess Anne to Mt. Vernon, containing 230 acres, more or less, which was devised to the said Howard Anderson and Woodland A. Anderson by and under the second item of the last will and testament of their father, William J. Anderson, of record among the testamentary records of said Somerset County in Liber T.D. No. 21, folio 84.

Second: He offered all that tract or parcel of woodland containing forty acres, more or less, adjoining the land owned, or formerly owned by Isaac T. Holland and Messrs. Pusey and White, which was devised to the said Howard Anderson and Woodland A. Anderson by and under the third item of the will of their father, recorded as aforesaid. The interest of the said Woodland A. Anderson in and to the aforedescribed parcels of land was conveyed to the said Howard Anderson by deed dated April 2nd, 1910 and recorded among the land records of Somerset County, in Liber S.F.D. No. 53, folio 506 & etc. The above parcels of land being also the same and the land which was conveyed to the said Revel C. Hall, Edward T. Somers and John S. Gordy by Howard Anderson and Mary R. Anderson by deed dated December 30th, 1920 and recorded among the land records of said Somerset County in Liber W.J.S. No. 81, folio 550 & etc.

For the first tract or parcel of land above described he received a bid of fifty five hundred dollars, which was reserved, for the second tract or parcel of land above described he received a bid of six hundred dollars. He then offered both tracts as a whole and received a bid of sixty-five hundred dollars, this sum being greater than the combined sums received for the properties separately, he sold the property as a whole to Howard Anderson, he being the highest bidder therefor, at and for the sum of sixty-five hundred dollars, and the purchaser has complied with the terms of sale to the satisfaction of the assignee.

And the assignee charges himself with the proceeds of said sale as cash, and prays ratification of his proceedings in the premises.

Respectfully submitted.

Edgar A. Jones, Assignee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 3rd day of May, in the year nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, the assignee, mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand the day and year last above written.

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:

Edgar A. Jones, ex parte, Trust created by mortgage from Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy C. Gordy, to Howard Anderson.	No.--------Chancery Circuit Court for Somerset County, Maryland

It is ordered by the Circuit Court for Somerset County, Maryland, this 3rd day of May, 1933, that the report of Edgar A. Jones, Assignee, mentioned in the foregoing report of sale, and the sale of real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 6th day of June, 1933, 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 3rd day of June, 1936.

The report states the amount of sales to be $6500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of March in the year nineteen hundred and thirty-four comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit :

Edgar A. Jones, ex parte, Trust created by mortgage from Revel C. Hall, Lena J. Hall, Edward T. Somers, Emma Somers, John S. Gordy and Zilphy C. Gordy to Howard Anderson.	No. -----Chancery. Circuit Court for Somerset County, Maryland

It having been proved to the Court that a copy of the preceeding Order Nisi has been published according to its provisions and the exceptions that were filed having been withdrawn in consideration of the waiver of the mortgagee of his right of defining decree and no other exceptions having been filed, and no cause to the contrary having been shown, it is this 9th day of March, 1934, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of sale of Edgar A. Jones, assignee, and the sale by him reported, 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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September, 1934

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 third day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

Were present,

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

Luther Daughterty, Esq., Sheriff J. Millard Tawes, Clerk.

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

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

Clarence P. Lankford, Ex parte Trust created by mortgage from Henry Frank Adams and Mary V. Adams, his wife, to the "Bank of Crisfield", a body corporate.	Be it remembered that heretofore to wit, on the twenty-fourth day of July in the year nineteen hundred and thirty-four, a certain Clarence P. 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 the "Bank of Crisfield", a body corporate by a certain Henry Frank Adams and Mary V. Adams, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 23rd day of March in the year nineteen hundred and twenty-two, by Henry Frank Adams and Mary V. Adams, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Henry Frank Adams and Mary V. Adams, 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 sixty dollars ($360.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of Three hundred and sixty dollars ($360.00), 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 Henry Frank Adams and Mary V. Adams, 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 Henry Frank Adams and Mary V. Adams, 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 those lots or parcels of land situate, lying and being in Crisfield District, Somerset County, in the State of Maryland, and described as follows, that is to say, (First), all that lot or parcel of land in said Crisfield District, County and State aforesaid, on the North side of a private road leading from Somerset Avenue, fronting sixty feet on said private road and running back a distance of one hundred and seventy feet, being the same and all the real estate and premises conveyed unto the said Henry Frank Adams by the said Mary V. Adams by deed bearing date the twenty-second day of May, in the year nineteen hundred and eighteen, and recorded among the land records of Somerset County in Liber W.J.S. No. 74, folio 252 etc, and is also all the real estate and premises conveyed unto the

said Mary V. Adams by Augustus Ward and Lorenzo D. Ward and wife by deed bearing date the nineteenth day of March, in the year nineteen hundred and thirteen, and recorded among said land records in Liber S.F.D. No. 62, folio 401 etc, and (Second), all that lot or parcel of land in said Crisfield District, County and State aforesaid, adjoining the above described lot, being the same and all the real estate and premises conveyed unto the said Henry Frank Adams by John T. Sterling and wife by deed bearing date the fourteenth day of June, in the year nineteen hundred and twenty, and recorded among the said land records in Liber W.J.S. No. 80, folio 533 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 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 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 Henry Frank Adams and Mary V. Adams, 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,

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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 or 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 sixty 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 successor 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 mortgage, 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. Henry Frank Adams (Seal)

Mary V. Adams (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-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Henry Frank Adams and Mary V. Adams, 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 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 the twenty-fourth day of March in the year nineteen hundred and twenty-two and recorded in Liber W.J.S. No. 83, folio 216 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 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, 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 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 20th day of July, in the year nineteen hundred and thirty-four.

Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Henry Frank Adams and Mary V. Adams, his wife, to the "Bank of Crisfield", a body corporate, dated the twenty-third day of March, in the year nineteen hundred and twenty-two, and recorded among the land records of said Somerset County in Liber W.J.S. No. 83, folio 216 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 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 shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale 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: Joseph W. Disharoon — Clarence P. Lankford (Seal)

Warren F. Sterling (Seal)

Wm. E. Daugherty (Seal)

The above bond approved this 24th day of July, in the year nineteen hundred and thirty-four.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourteenth day of August, in the year nineteen hundred and thirty-four, 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:

Clarence P. Lankford, ex parte, Trust created by mortgage from Henry Frank Adams and Mary V. Adams, his wife, to the "Bank of Crisfield", a body corporate	No. 4603 Chancery Circuit Court for Somerset County, Maryland

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 contained in a mortgage from Henry Frank Adams and Mary V. Adams, 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-two, and recorded among the land records of Somerset County in Liber W.J.S. No. 83, folio 216 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

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after having complied with all the other requisites, as required by law and the said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement in the "Crisfield Times", a newspaper published in said Somerset County, for more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Bank of Crisfield, in the Town of Crisfield, Maryland, on SATURDAY, the eleventh day of August, in the year nineteen hundred and thirty-four, 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 conveyed, in manner following, that is to say:

Your Attorney offerred at public sale to the highest bidder, all those lots or parcels of land situate, lying and being in Crisfield District, Somerset County, in the State of Maryland, and described as follows (FIRST), All that lot or parcel of land in said Crisfield District, County and State aforesaid, on the North side of a private road leading from Somerset Avenue, fronting sixty (60) feet on said private road, and running back a distance of one hundred and seventy (170) feet, being the same and all the real estate and premises conveyed unto the said Henry Frank Adams by the said Mary V. Adams, by deed bearing date the twenty-second day of May, in the year nineteen hundred and eighteen, and recorded among the said land records in Liber W.J.S. No. 74, folio 252 etc, and is also all the real estate and premises conveyed unto the said Mary V. Adams by Augustus Ward and Loranzo D. Ward and wife by deed bearing date the nineteenth day of March, in the year nineteen hundred and thirteen, and recorded among the said land records in Liber S.F.D. No. 62, folio 401 etc, and (SECOND), All that lot or parcel of land in said Crisfield District County and State aforesaid, adjoining the above described lot, the same being all the real estate and premises conveyed unto the said Henry Frank Adams by John T. Sterling and wife by deed bearing date the fourteenth day of June, in the year nineteen hundred and twenty, and recorded among said land records in Liber W.J.S. No. 80 folio 533 etc, and which said property is also fully described in said mortgage, whereupon the "Bank of Crisfield", 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 eleven hundred dollars ($1,100.00), all of which said purchaser has paid in cash.

And your attorney prays the ratification of his said proceedings and of the sale by him made.

Respectfully submitted,

Clarence P. Lankford,
Attorney named in mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of August, nineteen hundred and thirty-four, 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 in said mortgage, 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, ex-parte, Trust created by Henry Frank Adams and Mary V. Adams, his wife to the "Bank of Crisfield", a body corporate.	No. 4603 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 14th day of August, nineteen hundred and thirty-four, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney names in a mortgage from Henry Frank Adams and Mary V. Adams, 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 10th 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 8th day of September, next.

The report states the amount of sales to be $1,100.00.

J. Millard Tawes, Clerk

And now at this day to wit, on the twenty-fourth day of September in the year nineteen hundred and thirty-four comes again into Court here the said attorney and on motion of the said attorney the Court here passed the following order, to wit:

Clarence P. Lankford, ex parte, Trust created by mortgage from Henry Frank Adams and Mary V. Adams, his wife, to the "Bank of Crisfield", a body corporate	No. 4603 Chancery Circuit Court for Somerset County, Maryland.

Order by the Circuit Court for Somerset County, this 24th day of September, nineteen hundred and thirty-four, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Henry Frank Adams and Mary V. Adams, 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.

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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Lennie G. Webster and Fred T. Webster VS. Emma P. Thomas, widow, Preston G. C. Thomas, Lalor Thomas, his wife, Vivian L. Handy, William H. Handy, her husband, M. Myra Long, E. Dennett Long, her husband T. Vaughn Thomas, Evelyn D. Thomas, his wife, Eloise Thomas, single, Ruth Goodlow, George Goodlow, her husband, Emma P. Thomas, administratrix of Lybrand Thomas, Junior.	Be it remembered that heretofore to wit, on the nineteenth day of March, in the year nineteen hundred and thirty-four a certain L. Atwood Bennett of Somerset County and State of Maryland in his proper person exhibited and filed in the Circuit Court here a bill of complaint against Emma P. Thomas, widow, Preston G. C. Thomas, Lalor Thomas, his wife, Vivian L.

Handy, William H. Handy, her husband, M. Myra Long, E. Dennett Long, her husband, T. Vaughn Thomas, Evelyn D. Thomas, his wife, Eloise Thomas, single, Ruth Goodlow, George Goodlow, her husband, Emma P. Thomas, administratrix of Lybrand Thomas, Junior, of said county and state, which said bill of complaint is in the words following, to wit:

Lennie G. Webster and Fred T. Webster, VS. Emma P. Thomas, widow, Prest G. C. Thomas, Lalor Thomas, his wife, Vivian L. Handy, William H. Handy, her husband, M. Myra Long, E. Dennett Long, her husband T. Vaughn Thomas, Evelyn D. Thomas, his wife, Eloise Thomas, single, Ruth Goodlow George Goodlow, her husband, Emma P. Thomas, administratrix of Lybrand Thomas, Junior.	No. 4577 Chancery In the Circuit Court For Somerset County, State of Maryland, In Equity.

To the Honorable, the Judges of said Court:

Your complainants, Lennie G. Webster and Fred T. Webster, who sue as well for themselves as for all other creditors of Lybrand Thomas Junior, late of Somerset County, State of Maryland, deceased, who will come in and contribute to the expense of this suit, complaining, say:

(1) That the said Lybrand Thomas Junior, is indebted unto your complainants in the full and just sum of five hundred twenty-five dollars ($525.00) for funeral expenses as will more fully appear by reference to the itemized statement of claim filed herewith, and as a part hereof, and designated as "Complainants' Exhibit A".

(2) That the said Lybrand Thomas Junior, died on or about March 5th, 1934, at the Peninsula General Hospital, Salisbury, Maryland, intestate, and indebted to divers other persons as well as your orators.

(3) That at the time of the death of the said Lybrand Thomas, Junior, he was seized and possessed, in fee simple, of a tract of land situate, lying and being in the neighborhood of Deal's Island, Deal's Island Election Disctrict, of Somerset County, and State of Maryland, and bounded on the North by the lands of Hosea C. Webster; and on the South by the lands of Ida Thomas; and on the West by a private road; and being the same land conveyed to Lybrand Thomas, Junior, by Lybrand Thomas, Senior and wife, by the two following deeds: (1) deed dated August 31st, 1876 and recorded among the land records of Somerset County, Maryland, in Liber L. W. No. 17, folio 3; and (2) a deed dated June 8th,

1882, and recorded among the aforesaid land records aforesaid, in Liber B.F.L. No. 5, folio 193, except so much thereof as was sold and conveyed to Grover Mason, containing about two (2) acres of land, by Lybrand Thomas, Junior and wife; said tract containing ten (10) acres of land, more or less.

(4) That letters of administration have been taken out on the Estate of Lybrand Thomas, Junior, in the Orphans' Court for Somerset County, Maryland, and his personal property has been appraised and he has insufficient personal estate to pay his obligation.

(5) The following are the heirs-at-law of Lybrand Thomas, Junior;

(a) Emma P. Thomas, widow, adult, residing in Salisbury, Wicomico County, Maryland;

(b) Preston G. C. Thomas, son, adult, residing in Salisbury, Maryland, who married Lalor Thomas, adult, residing at 515 W. 143rd Street, New York City, New York;

(c) Vivian L. Handy, daughter, who married William H. Handy, adults, residing in Wicomico County, State of Maryland;

(d) M. Myra Long, daughter, who married E. Dennett Long, adults, residing at Westover, Somerset County, State of Maryland;

(e) T. Vaughn Thomas, son, who married Evelyn D. Thomas, adults, residing at Solomon's, Calvert County, State of Maryland;

(f) Eloise Thomas, adult, single, residing at 730 Edgewood Street, Baltimore, Maryland, grand-child, daughter of Willie Thomas, deceased son of Lybrand Thomas, Junior, and who departed this life prior to his father, Lybrand Thomas, Junior;

(g) Ruth Goodlow, grand-child, daughter of Willie Thomas, aforesaid, who married George Goodlow, adults, residing at Big Stone Gap, State of Virginia.

To the end, therfore,

(1) That the said real estate of Lybrand Thomas, Junior, deceased, or so much thereof as may be necessary may be sold for the payment of the claim of your orators and the claims of all other creditors of said deceased.

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

May it please your Honors to grant unto your complainants the Order of Publication giving notice to Lalor Thomas, 515 W. 143rd St., New York City, New York, and Ruth Goodlow and George Goodlow, her husband, residing at Big Stone Gap, State of Virginia, all non-resident adult defendants, of the object and substance of this Bill warning them and each of them to appear in this Court, in person, or by solicitor, on or before a certain day to be named therein, to show cause, if any, they have why a decree ought not to be passed as prayed; and also the writ of subpoena directed to Emma P. Thomas, widow, and Emma P. Thomas, administratrix of Lybrand Thomas, Junior, Preston G. C. Thomas, Vivial L. Handy and William H. Handy, her husband, adults, of Wicomico County, and State of Maryland, and M. Myra Long and E. Dennett Long, her husband, of Westover, Somerset County, and State of Maryland, and T. Vaughn Thomas and Evelyn D. Thomas, his wife, of Solomon's, Clavert County, State of Maryland, Eloise Thomas, 730 Edgewood Street, Baltimore, Maryland, all resident adults, 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.,

L. Atwood Bennett,
Attorney for complainants.

Lennie G. Webster
Fred T. Webster
Complainants.

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

Estate of Lybrand Thomas, Jr., Deals Island, Md., debtor to L. G. Webster and Fred T. Webster, funeral directors:

1 Belmont Metal Casket	$450.00
1 Automatic concrete vault	40.00
Embalming body of Mr. Thomas	25.00
1 Grove lot D. I. Cemetery	10.00
	$525.00

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

Lennie G. Webster and Fred T. Webster VS. Emma P. Thomas, widow, et al.	No. 4577 Chancery Circuit Court for Somerset County, Maryland

The object of this suit is to procure a decree for the sale of certain real estate in Deal's Island neighborhood, Deal's Island Election District, of Somerset County, and State of Maryland, and bounded on the North by the lands of Hosea C. Webster; and on the South by the lands of Ida Thomas; and on the West by a private road; and being the same land conveyed to Lybrand Thomas, Junior, by Lybrand Thomas, Senior and wife, by the two following deeds: (1) deed dated August 31st, 1876, and recorded among the land records of Somerset County, Maryland, in Liber L.W. No. 17, folio 3, and (2) a deed dated June 8th, 1882, and recorded among the aforesaid land records in Liber B.F.L. No. 5, folio 193, except so much as was sold and conveyed to Grover Mason, containing about two (2) acres of land, by Lybrand Thomas, Junior and wife; said tract containing ten (10) acres of land, more or less.

The Bill of Complaint states that the said Lybrand Thomas, Junior, died on or about March 5th, 1934, and is indebted unto the complainants in the sum of five hundred twenty-five dollars ($525.00), for funeral expenses, and also unto divers other persons; that he died intestate, and was possessed of very little personal estate, and same is insufficient for the payment of all his just debts, and that it will be necessary that the said real estate be sold for the payment of the claim of the complainants and the claims of other creditors; that the said Lybrand Thomas, Junior, left the following as his heirs-at-law: Emma P. Thomas, widow, Vivian L. Handy, daughter, who married Willaim H. Handy, Preston G. C. Thomas, son, all adults, residing in Wicomico County, State of Maryland, M. Myra Long, daughter, who married E. Dennett Long, of Westover, Somerset County, State of Maryland, and T. Vaughn Thomas, son, who married Evelyn D. Thomas, of Solomon's, Calvert County, State of Maryland, Eloise Thomas, grand-daughter, 730 Edgewood Street, Baltimore, Maryland, and Lalor Thomas, adult wife of Preston G. C. Thomas, residing at 515 W. 143rd Street, New York City, New York, non-resident, and Ruth Goodlow grand-daughter, who married George Goodlow, residing at Big Stone Gap, State of Virginia, non-resident, and the said Emma P. Thomas, has qualified as administratrix of the estate of Lybrand Thomas, Junior.

It is thereupon, this the 31st day of March, 1934, by the Circuit Court for Somerset County, State of Maryland, ordered that the complainants, by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 10th day of May, 1934, give notice to the said Lalor Thomas, adult, wife of Preston G. C. Thomas, residing at 515 W. 143rd Street, New York City, New York, and Ruth Goodlow, adults, residing at Big Stone Gap, State of Virginia,

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 26th day of May, 1934, 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 The State of Maryland,

Preston G. C. Thomas 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 June next to answer the complaint of Lennie G. Webster and Fred T. 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 7th day of May Anno Domini 1934, issued the 25th day of May Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which first Monday in June in the year nineteen hundred and thirty-four 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 & copy left.

Luther Daugherty, Sheriff.

And thereafter to wit, the following answer was filed:

Lennie G. Webster and Fred G. Webster VS. Emma P. Thomas, et al.	No. 4577 Chancery Circuit Court for Somerset County, Maryland

The joint and several answer of Emma P. Thomas, widow, Vivian L. Handy, William H. Handy, her husband, M. Myra Long and E. Dennett Long, her husband, and Emma P. Thomas, Administratrix of Lybrand Thomas, Junior, part of the defendants in the above entitled cause, say:

They Admit the matter and things set forth in the Bill of Complaint filed in the above entitled cause and agree to the passage of such a decree in said cause as may seem right and property to the Court.

Emma P. Thomas

Vivian L. Handy

William H. Handy

M. Myra Long

E. Dennett Long

Emma P. Thomas,
Administratrix,
Lybrand Thomas, Junior

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Lennie G. Webster and Fred G. Webster VS. Emma P. Thomas, et al.	No. 4577 Chancery. Circuit Court for Somerset County, Maryland

The answer of T. Vaughan Thomas and Evelyn D. Thomas, his wife, part of the defendants in the above entitled cause, say:

They admit the matter and things set forth in the Bill of Complaint filed in the above entitled cause and agree to the passage of such a decree in said cause as may seem right and proper to the Court.

T. Vaughan Thomas
Evelyn D. Thomas

Lennie G. Webster and Fred G. Webster, VS. Emma P. Thomas, et al.	No. 4577 Chancery Circuit Court for Somerset County, Maryland

The answer of Eloise Thomas, one of the defendants in the above entitled cause, says:

She admits the matter and things set forth in the Bill of Complaint filed in the above entitled cause and agrees to the passage of such a decree in said cause as may seem right and proper to the Court.

Eloise Thomas

Lennie G. Webster and Fred G. Webster VS. Emma P. Thomas and others	No. 4577 Chancery Circuit Court for Somerset County, Maryland

The answer of Preston G. C. Thomas, one of the defendants in the above cause, to the Bill of Complaint filed in said cause, says:

That he admits the matters and things set forth in said Bill of Complaint and consents to the passage of such a decree as may seem to the Court right and proper in the premises.

Test: E. Dennett Long. Preston G. C. Thomas

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

Lennie G. Webster and Fred G. Webster VS. Emma P. Thomas, et al.	No. 4577 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The petition of the plaintiff in the above entitled cause respectfully represents unto your Honors:

(1) That Lalor Thomas, adult, wife of Preston G. C. Thomas, residing at 515 W. 143rd Street, New York City, New York, and Ruth Goodlow, who married George Goodlow, adults, residing at Big Stone Gap, State of Virginia, all non-residents of the State of Maryland, having been duly summoned by an Order of Publication published in "Somerset News" a newspaper published at Princess Anne, Somerset County, State of Maryland, as will more fully appear by a certificate of said order of Publication filed in these proceedings, and the said non-resident adult defendants having failed to appear and answer the Bill of Complaint

in said cause, either in person or by solicitor, although the time for such appearance and answer has heretofore passed, your petitioner prays that this Court may adjuge, order and decree that the said Bill of Complaint may be taken Pro Confesso against the said Lalor Thomas, Ruth Goodlow and George Goodlow, her husband,

(2) And that the complainants be authorized to take depositions before one of the Standing Examiners of this Court to support the allegations of said Bill of Complaint.

And, as in duty bound, etc.,

L. Atwood Bennett,
Solicitor for complainant

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

It appearing from the proceedings in this cause that an Order of Publication issued therein has been duly published in the "Somerset News", a newspaper published and printed at Princess Anne, Somerset County, State of Maryland, as prescribed by said Order, and that the defendants, Lalor Thomas, wife of Preston G. C. Thomas, Ruth Goodlow, who married George Goodlow, her husband, all adults, non-residents, having failed to appear either in person or by solicitor, and answer the Bill of Complaint therein filed against them.

It is thereupon, this the 12th day of June, in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, State of Maryland, in Equity, adjudged, ordered and decreed that the said Bill of Complaint, be, and the same is, hereby taken Pro Confesso against the said adult 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 said Bill.

Joseph L. Bailey,
Judge.

And afterwards to wit, on the thirteenth day of July, in the year nineteen hundred and thirty-four, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof of a certain testimony by him taken in the words following, to wit:

L. C. Webster and Fred T. Webster VS. Emma P. Thomas, et als	No. 4577 Chancery Circuit Court for Somerset County, Maryland

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 on Thursday, July twelfth, nineteen hundred and thirty-four, I did take the following depositions, that is to say:

Then personally appeared before me, Lennie G. Webster, witness of lawful age, and produced on the part of the plaintiff, and being one of the plaintiff's, and after being duly sworn deposeth, as follows:

Examination by L. Atwood Bennett, Attorney for the complainants.

Q 1 Did you know Lybrand Thomas, Jr., if so, is he living or dead; if dead, when and where did he die, and did he die intestate, and who are his heirs-at-law.

Ans. I knew Lybrand Thomas, Jr., and he is dead having died at Peninsula General Hospital, Salisbury, Maryland, on March 5th, 1934, he did not leave any will. The following are his heirs-at-law:

(1) Emma P. Thomas, widow, adult, residing at Somerset County, Maryland.

(2) Preston G. C. Thomas, son, who married Lalor Thomas, his wife, adults, Preston G. C. Thomas residing in Somerset County, Maryland, and Lalor Thomas, his wife, residing

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at 413 - 141st St., New York City, N. Y.

(3) Vivian L. Handy, daughter, who married William H. Handy, adults residing at Salisbury, Wicomico County, Maryland.

(4) M. Myra Long, daughter, who married E. Dennett Long, adults, residing at Westover, Somerset County, Maryland;

(5) T. Vaughn Thomas, son, who married Evelyn D. Thomas, adults, residing at Solomons, Maryland.

(6) Eloise Thomas, single, grand-daughter, adult, residing at 730 Edgewood St., Baltimore, Maryland, being the daughter of Willie Thomas, son of Lybrand Thomas, Jr., deceased, who departed this life before his father, Lybrand Thomas, Jr.

(7) Ruth Goodlow, grand-daughter, who married George Goodlow, her husband, adults, residing at Big Stone Gap, Virginia, the said Ruth Goodlow, is the daughter of Willie Thomas, deceased as aforesaid.

Q 2 Did the said Lybrand Thomas, Jr. own any real estate at the time of his death; if so, describe same and give its value?

Ans. Yes, he owned a house and lot located at Deals' Island, Deals' Island Election District, Somerset County, Maryland, bounded on the North by the lands of Hosea C. Webster; on the South by the lands of Ida Thomas; and on the West by a private Road; and containing about ten (10) acres of land, more or less. I would think this property is worth about five or seven hundred dollars.

Q 3 Did Lybrand Thomas, Jr., owe any obligations at the time of his death; if so, state same?

Ans. At the time of his death I was called in as undertaker with Fred T. Webster and there was contracted for the sum of five hundred twenty-five dollars ($525.00) for his funeral expenses, and this sum has not been paid. I do not know about any other debts.

Q 4 Did Lybrand Thomas, Jr., at the time of his death have any personal estate; if so, how much and state what value.

Ans. I do not know of any personal estate he had except an automobile and this was appraised for $300. and this is insufficient to take care of the funeral expenses.

The witness in answer to the general question replied, "I do not".

June 11th, 1934 Lennie G. Webster.

Test: Harry C. Dashiell, Exam.

Then personally appeared before me, Vivian L. Handy, one of the defendants in this cause, and a witness of lawful age, and after being duly sworn deposeth as follows:

Examination by L. Atwood Bennett, Attorney for the complainants.

Q 1 Did you know Lybrand Thomas, Jr., if so, is he living or dead; if dead when and where did he die, did he die intestate, and who are his heirs at law.

Ans. I knew Lybrand Thomas Jr., he was my father, he is dead, having died on March 5th, 1934, at Salisbury, Maryland, Peninsula General Hospital, he did not leave any will, he left the following heirs-at-law:

(1) Emma P. Thomas, widow, adult, Somerset County, Maryland;

(2) Preston G. C. Thomas, son, who married Lalor Thomas, his wife, adults, Preston G. C. Thomas, residing in Somerset County, Maryland, and Lalor Thomas, his wife, resides at 413-141st St., New York City, New York;

(3) Vivian L. Handy, daughter, who married William H. Handy, adults, residing at Salisbury, Wicomico County, Maryland;

(4) M. Myra Long, daughter, who married E. Dennett Long, adults, residing at Westover, Somerset County, Maryland;

(5) T. Vaughn Thomas, son, who married Evelyn D. Thomas, adults, residing at Solomons, Maryland.

(6) Eloise Thomas, single, grand-daughter, adult, residing at 730 Edgewood St., Baltimore, Maryland, being the daughter of Willie Thomas, son of Lybrand Thomas, Jr., deceased, who departed this life before his father Lybrand Thomas, Jr.

(7) Ruth Goodlow, grand-daughter, who married George Goodlow, her husband, adults, residing at Big Stone Gap, Virginia. The said Ruth Goodlow, is the daughter of Willie Thomas, deceased as aforesaid.

Q 2 Did the said Lybrand Thomas, Jr., own any real estate at the time of his death, if so, describe same and give its value?

Ans. Yes, he owned a house and lot located at Deals Island, Deals' Island Election District, Somerset County, Maryland, bounded on the North by the lands of Hosea C. Webster, and on the South by the lands of Ida Thomas, and on the West by a private road, and containing about ten (10) acres of land, more or less. I would think this property is worth about seven hundred dollars ($700.00).

Q 3 Did your father Lybrand Thomas, Jr., owe any obligations at the time of his death; if so, state same?

Ans. He did not owe any obligation at the time of his death to my knowledge, but an obligation was incurred with Lennie G. Webster and Fred T. Webster, funeral directors, in the matter of funeral expenses for my father, in the amount of five hundred twenty-five dollars ($525.00), which has not been paid and is still owing.

Q 4 Did your father have any personal estate, at the time of his death; if so, state about what amount?

Ans. He did not have any personal estate at the time of his death other than an automobile which was appraised at $300 and which would be insufficient to take care of the funeral expenses.

The Witness in answer to the general question replied, "I do not".

Test: J. Asbury Holloway Vivian L. Handy

June 11th, 1934

Test: Harry C. Dashiell, Exam.

Personally appeared before me, E. Dennett Long, one of the defendants in this cause, and a witness of lawful age, and after being duly sworn deposeth, as follows:

Examination by L. Atwood Bennett, Attorney, for the complainants.

Q 1 Did you know Lybrand Thomas, Jr., if so, is he living or dead; if dead, when and where did he die, and did he die intestate, if so, who are his heirs at law?

Ans. I knew Lybrand Thomas, Jr., he was my wife's father, he is dead, having died on March 5th, 1934, at Peninsula General Hospital, Salisbury, Maryland.

He did not leave a will, he left the following heirs-at-law:

(1) Emma P. Thomas, widow, adult, residing in Somerset County, Maryland;

(2) Preston G. C. Thomas, son, who married Lalor Thomas, his wife, adults, Preston G. C. Thomas residing in Somerset County, Maryland, and Lalor Thomas, his wife, resides at 413 - 141st St., New York City, New York;

(3) Vivian L. Handy, daughter who married William H. Handy, adults, residing at Salisbury, Wicomico County, Maryland;

(4) M. Myra Long, daughter, who married E. Dennett Long, adults, residing at Westover, Somerset County, Maryland;

(5) T. Vaughn Thomas, son, who married Evelyn D. Thomas, adults, residing at

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Solomons', Calvert County, Maryland;

(6) Eloise Thomas, single, grand-daughter, adult, residing at 730 Edgewood St., Baltimore, Maryland, being the daughter of Willie Thomas, son of Lybrand Thomas, Jr., deceased, who departed this life before his father, Lybrand Thomas, Jr.

(7) Ruth Goodlow, grand-daughter, who married George Goodlow, her husband, adults, residing at Big Stone Gap, Virginia. The said Ruth Goodlow, is the daughter of Willie Thomas, deceased as aforesaid.

Q 2 Did the said Lybrand Thomas, Jr. own any real estate at the time of his death, if so, describe same and give its value?

Ans. Yes, a house and lot located at Deals' Island, Deals' Island Election District, Somerset County, Maryland, bounded on the North by the lands of Hosea C. Webster; on the South by the land of Ida Thomas; and on the West by a private Road; and containing about ten (10) acres of land, more or less; I think this property is worth from five to seven hundred dollars.

Q 3 Did your father-in-law, Lybrand Thomas, Jr., owe any obligations at the time of his death; if so, state same.

Ans. He did not owe any obligations at the time of his death to my knowledge, but an obligation was incurred with Lennie G. Webster and Fred T. Webster, funeral directors, in the matter of funeral expenses for my father-in-law, in the amount of five hundred twenty-five dollars ($525.00), which has not been paid, and is still owing.

Q 4 Did your father-in-law have any personal estate at the time of his death; if so, state about what amount?

Ans. He did not have any personal estate at the time of his death other than an automobile which was appraised at $300. and which would be insufficient to take care of the funeral expenses.

The Witness in answer to the general question replied, "I do not."

Test: Harry C. Dashiell, Exam. D. Dennett Long

June 11th, 1934

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.

Harry C. Dashiell (Seal)
Examiner in Chancery

BILL OF COSTS

Harry C. Dashiell, Examiner	$4.00
E. Dennett Long, witness and mileage	1.07
	$5.07

And thereafter to wit on the second day of August in the year nineteen hundred and thirty-four, the Circuit Court here passed the following decree in the premises, to wit:

Lennie G. Webster and Fred G. Webster VS. Emma P. Thomas, et al.	No. 4577 Chancery Circuit Court for Somerset County, Maryland

This cause standing ready for hearing and being submitted, the proceedings were read and considered:

It is thereupon, this the 2nd day of August, in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, and State of Maryland, in Equity, Adjudged, Ordered and Decreed that the property mentioned in these proceedings be sold; and that L. Atwood Bennett, 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, a corporate bond, executed by himself and corporate surety, to be approved by the Court, in the penalty of One Thousand Dollars ($1000.00) 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 newspaper or newspapers published in Somerset County, Maryland, as he shall think proper of the time, place, manner and terms of sale, which terms shall be one-half cash and one-half in six months, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest and to 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; and on obtaining the Court's ratification of such 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 recored 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 thereto, 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, and 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 L. Atwood Bennett, trustee, filed in Court here a bond in the words following, to wit:

Know all men by these presents:

That Maryland Casualty Company, a corporation created and exisint under the laws of the State of Maryland, having its principal office in the City of Baltimore, doth hereby ratify and confirm the action of L. Atwood Bennett and as attorney in fact in executing the trustee to sell real estate bond of L. Atwood Bennett as Principal, in the penal sum of One Thousand Dollars ($1,000.00) dated August 15th, 1934, given to the Circuit Court, Somerset County, Maryland for the sale of the real estate described in decree of said Circuit Court in the case of Lennie G. Webster and Fred T. Webster vs. Emma P. Thomas, widow, et al.

In witness whereof, the said Maryland Casualty Company has caused these presents to be sealed with its corporate seal and duly attested by the signatures of its Vice-President and Assistant Secretary, this 18th day of August, 1934.

CORPORATE
SEAL

MARYLAND CASUALTY COMPANY

By: Richard B. Simpson,
Vice-President

Attest: J. P. McNeal,
Assistant Secretary.

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Know all men by these presents, that we L. Atwood Bennett of Wicomico County and State of Maryland, as principal, and Maryland Casualty Company, of Baltimore, Maryland, a body corporate duly organized and existing under and by virtue of 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 ($1,000.00) to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 15th day of August in the year nineteen hundred and thirty-four.

Whereas, the above bounden L. Atwood Bennett by virtue of a decree of the Circuit Court for Somerset County, Maryland, in the case of Lennie G. Webster and Fred T. Webster vs. Emma P. Thomas, widow, et al., the undersigned was appointed trustee to make sale of the real estate of Lybrand Thomas, Junior, and mentioned in the proceedings in the cause of Lennie G. Webster and Fred T. Webster vs. Emma P. Thomas, widow, et al., the same being number -------- in Chancery, now pending in the Circuit Court for Somerset County, State of Maryland, in Equity,

Now the condition of this obligation is such that, if the above bounden L. Atwood Bennett do and shall well and truly and faithfully perform the trust reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
J. Asbury Holloway

CORPORATE
SEAL

L. Atwood Bennett (Seal)
MARYLAND CASUALTY COMPANY
By: L. Atwood Bennett,
Atty-in-Fact.

Approved,

J. Millard Tawes, Clerk

And therafter to wit, on the twenty-ninth day of August in the year nineteen hundred and thirty-four, L. Atwood Bennett, 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:

Lennie G. Webster and Fred G. Webster VS. Emma P. Thomas, et al.	No. 4577 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of L. Atwood Bennett, Trustee, appointed by a decree of this Honorable Court, passed in the above entitled cause, to make sale of certain real estate therein mentioned, respectfully, shows unto your Honors:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in "The Somerset News", a newspaper published in Somerset County, Maryland, for at least three successive weeks before the day of sale, he did pursuant to said notice attend at the front door of the Court House, Princess Anne, Somerset County, Maryland, on August 28th, 1934, at two o'clock P. M., and then and there proceeded to seel said property in manner following, that is to say:

Your Trustee offered at public auction to the highest bidder the property mentioned in said proceedings and described, as follows:

All that tract or parcels of land, together with the improvements thereon, situated in Deals' Island Election District, Somerset County, and State of Maryland, in the neighborhood of Deals' Island, and bounded on the North by the lands of Hosea C. Webster, and bounded on the East by King Creek, and bounded on the South by the lands of Ida Thomas and bounded on the West by a private road, and containing ten (10) acres of land, more or less; and the marsh-land between the highland and King Creed; and being the same land conveyed to Lybrand Thomas, Junior, by Lybrand Thomas, Senior and wife, by the two following deeds: (1) deed dated August 31st, 1876, and recorded among the land records of Somerset County, Maryland, in Liber L.W. No. 17, folio 3, and (2) deed dated June 8th, 1882, and recorded among the land records aforesaid in B.F.L. No. 5, folio 193, except so much thereof as was conveyed to Grover Mason by Lybrand Thomas, Junior, and wife, and which contains two (2) acres of land, evidenced by a deed recorded among the land records aforesaid.

And your trustee sold the above described property to M. Myra Long, of Somerset County, Maryland, at and for the sum of three hundred dollars ($300.00), she being then and there the highest bidder therefor, and the said purchaser will comply with the terms of sale upon the final ratification of this Report of Sale.

Respectfully submitted,

L. Atwood Bennett, Trustee

State of Maryland, Wicomico County, to wit:

I hereby certify, that on this 29th day of August, in the year nineteen hundred and thirty-four, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Wicomico County, aforesaid, personally appeared L. Atwood Bennett, Trustee as aforesaid, 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.

As Witness my hand and notarial seal this the day and year just above written.

SEAL OF NOTARY

J. Asbury Holloway, Notary Public

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

Lennie G. Webster and Fred G. Webster	No. 4577 Chancery
Vs,	Circuit Court for
Emma P. Thomas, et al.	Somerset County, Maryland

Ordered, this the 29th day of August, in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, State of Maryland, in Equity, that the sale of the property mentioned in these proceedings, and made and reported by L. Atwood Bennett, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of September, 1934; provided, a copy of this order be inserted in some newspaper published in Somerset County, Maryland, at least once a week for three successive weeks before the 26th day of September, 1934.

The report states the amount of sale to be Three Hundred Dollars ($300.00).

J. Millard Tawes, Clerk

And now at this day to wit, on the tenth day of October in the year nineteen hundred and thirty-four, comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

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Ordered, by the Circuit Court for Somerset County, State of Maryland, in Equity, this the 10th day of October, 1934, that the sale made and reported by L. Atwood Bennett, 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 that the Trustee be 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 Lewis, 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 fifth day of the same month, in the year of our Lord one thousand nine hundred and thirty-four.

Were present,

Luther Daughterty, Esq., Sheriff

Hon. John R. Pattison, Chief Judge
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:

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

Clarence P. Lankford, ex parte, Trust created by mortgage from Arthur A. Dize and Grace L. Dize, his wife, to the "Bank of Crisfield", a body corporate.	Be it remembered that heretofore to wit, on the seventh day of August in the year nineteen hundred and thirty-four, a certain Clarence P.

Lankford of Somerset County and State of Maryland, in his proper person exhibited and filed in the Circuit Court here, the original of a mortgage executed and delivered to the Bank of Crisfield by a certain Arthur A. Dize and Grace L. Dize, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 3rd day of November in the year nineteen hundred and seventeen, by Arthur A. Dize and Grace L. Dize, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Arthur A. Dize and Grace L. Dize, 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 six hundred dollars ($600.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of six hundred dollars ($600.00), 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 Arthur A. Dize and Grace L. Dize, 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 Arthur A. Dize and Grace L. Dize, 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, and State of Maryland, on the South side of the County Road leading from the Crisfield High School to Jenkins' Creek Bridge, and described as follows, beginning for the same at the North-east corner of the lot of Lottie May Ennis, thence running in a Southerly direction, by and with the lot of said Lottie May Ennis, a distance of one hundred and fifty feet, thence in an Easterly direction, by and with a line parallel with said County Road, and by and with the land of S. Jerome Riggin, a distance of sixty feet, thence in a Northerly direction, by and with the land of said S. Jerome Riggin, a distance of one hundred and fifty feet, to the aforesaid County Road, and thence in a Westerly direction, by and with said County Road, a distance of sixty feet to the place of beginning, the same being all the real estate and premises conveyed unto the said Arthur A. Dize and Grace L. Dize, his wife, by S.

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Jerome Higgin by deed bearing date the sixth day of April in the year nineteen hundred and sixteen, and recorded among the Land Records of Somerset County in Liber W.J.S. No. 70, folio 526 etc, to which said deed and record 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 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 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 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 Arthur A. Dize and Grace L. Dize, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee representatives 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 six 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 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: Oliver Horsey. Arthur A. Dize (Seal)

Grace L. Dize (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 3rd day of November, in the year nineteen hundred and seventeen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, his wife, personally appeared Arthur A. Dize and Grace L. Dize, 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 Warren F. Sterling, cashier of the "Bank of Crisfield", mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the cashier of the said the "Bank of Crisfield", mortgagee, and its duly authorized agent for the purpose of making this affidavit.

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

SEAL
OF
NOTARY

Oliver Horsey, Notary Public.

Received for record the eight day of November, in the year nineteen hundred seventeen and recorded in Liber W.J.S., No. 72, folio 558 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, as principal, and Warren F. Sterling and William E. Daugherty, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 7th day of August, in the year nineteen hundred and thirty-four.

Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority

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contained in a mortgage from Arthur A. Dize and Grace L. Dize, his wife, to the "Bank of Crisfield", a body corporate, bearing date the 3rd day of November, in the year nineteen hundred and seventeen, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 72, folio 558 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 mortgage property.

Now the condition of the above obligation is such, that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, other wise to be and remain in full force and virtue in law.

Witness: Joseph W. Disharoon

Clarence P. Lankford (Seal)
Warren F. Sterling (Seal)
Wm. E. Daugherty (Seal)

The above bond approved this 7th day of August, in the year nineteen hundred and thirty-four.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourth day of September in the year nineteen hundred and thirty-four, 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:

Clarence P. Lankford, ex parte, Trust created by mortgage from Arthur A. Dize and Grace L. Dize, his wife, to the "Bank of Crisfield", a body corporate	No. 4608 Chancery Circuit Court for Somerset County, Maryland

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 Arthur A. Dize and Grace L. Dize, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the third day of November, in the year nineteen hundred and seventeen, and recorded among the land records of Somerset County in Liber W.J.S. No. 72, folio 558 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 Somerset County, Maryland, for more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Bank of Crisfield, in the Town of Crisfield, Maryland, on Saturday, the twenty-fifth day of August, in the year nineteen hundred and thirty-four, at or about the hour of 2:30 o'clock P.M. and then and there proceeded to sell the 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, with the improvements thereon, situate, lying and being in Asbury District, Somerset County, in the State of Maryland, on the South side of the County Road leading from the Crisfield High School to Jenkin's Creek Bridge, fronting sixty (60) feet on said County Road, and running back a distance of one hundred and fifty (150) feet, the same being all the real estate and premises conveyed unto the said Arthur A. Dize and Grace L. Dize, his wife, by S. Jerome Riggin by deed bearing date the sixth day of April, in the year nineteen hundred and sixteen, and recorded among said Land Records in Liber W.J.S. No. 70, folio 536 etc, and which said property is also fully described in said mortgage, whereupon the "Bank of Crisfield", 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 eight hundred dollars ($800.00) all of which said purchaser has paid to your attorney in cash.

And your attorney has distributed the proceeds of said sale, as follows:

By whole amount of sales		$800.00
To costs and expenses:		
Advertising sale and order nisi	$22.50	
State and County taxes for 1931-32-33 and 34	43.39	
State taxes for 1929 and 1930	3.99	
Clerk's fees, including record	10.50	
Auctioneer	3.00	
Insurance permits	2.00	
Solicitor	10.00	
Commissions	60.00	
To Bank of Crisfield, in full for mortgage and interest to day of sale, per mortgage filed in this cause	507.90	
Balance of this fund to the Bank of Crisfield, on account of judgment dated the 25th day of June, 1930	136.72	$800.00

And your attorney prays the ratification of his said proceedings, and of the sale and the distribution 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 4th day of Sept. in the year nineteen hundred and thirty-four, 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:

Clarence P. Lankford, ex-parte, Trust created by mortgage from Arthur A. Dize and Grace L. Dize, his wife, to the "Bank of Crisfield," a body corporate.	No. 4608 Chancery Circuit Court for Somerset County, Maryland

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November, 1934

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 4th day of September, nineteen hundred and thirty-four, that the sale of property made and reported by Clarence P. Lankford, attorney, named in a mortgage from Arthur A. Dize and Grace L. Dize, 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 2nd day of October 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 28th day of September, 1934.

The report states the amount of sales to be $800.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twentieth day of November, in the year nineteen hundred and thirty-four comes again into Court here the said attorney and on motion of the said attorney the Court here passed the following order, to wit:

Clarence P. Lankford, ex-parte, trust created by mortgage from Arthur L. Dize and Grace L. Dize, his wife, to the "Bank of Crisfield", a body corporate.	No. 4608 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 20th day of November, nineteen hundred and thirty-four, that the sale of property made and reported by Clarence P. Lankford, attorney, named in a mortgage from Arthur A. Dize and Grace L. Dize, his wife, to the Bank of Crisfield, a body corporate, 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.