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Meier Harry E Collector	Ex Parte	sale of land of Samuel & Charles Hogan for taxes	102
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Meier Harry E	Ex Parte	Sale of land of D. Huffman for taxes	106
Manning Bank of Lansingville		Purchasers of land of D. Huffman	106
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Meier Harry E Collector	Ex Parte	sale of land of Walter E. Ransfield	113
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Myers George N.	Ex Parte	under mortgage from Edward M. Harris	394
Same	Ex Parte	under mortgage from R. Lee Lansford wife	400
Same	Ex Parte	under mortgage from Laura H. Maddox et al	405
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Pusey Harcourt & wife	Their land sold under mortgage	79
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Pusey Elmer M	His land sold under mortgage	132
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Simmons Arthur J & wife		Their land sold under mortgage	29
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Same		Purchaser of land of George W. Ritzel wife	416
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Same		Purchaser of land of Wardwood W. Pruitt wife	508
Same		Purchaser of land of Fred D. Sing wife	573
Same		Purchaser of land of Charles C. Russell	582
Same		Purchaser of land of May Anderson	589

Tull Lenny E wife		Their land sold under mortgage	179
Tuttle James B.		Purchaser of land of Nels Nelson (Elgin) Nebr	190
Thomas Burl B wife		Their land sold under mortgage	243
Tuttle William M.		Purchaser of land of Burl B. Thomas wife	243
Tull Gordon	Ex Parte sale of land of J. Sidney Haymaker wife		248
Thomas Cooper H wife		Their land sold under mortgage	259
Tull Gordon	Ex Parte under mortgage from Octavius F James		311
Same	Ex Parte under mortgage from Ernest L. Black wife		380
Taylor Samuel E wife		Their land sold under mortgage	411

Ward Elliott	Ex Parte	under mortgage from Joseph Leguist wife	35
Ward Elliott		Purchaser of land of Joseph Leguist wife	35
Ward Elliott	Ex Parte	under mortgage from Joseph Leguist wife	41
Ward Elliott		Purchaser of land of Joseph Leguist wife	41
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Ward Elliott		Purchaser of land of Joseph Leguist wife	46
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Ward Elliott	Ex Parte	under mortgage from Joe Leguist wife	121
Ward Elliott		Purchaser of land of Joe Leguist wife	121
Woodcock J. Franklin	Ex Parte	under mortgage from Maxcine L Bergman	126
Same	Ex Parte	under mortgage from Elmer M. Posey	132
Whittington S. Eugene Virginia & Anna		This land sold under decree	208
Woodford Edwin L		Purchaser of land of Octavius F Jones	311
Wright Rufus H wife		This land sold under mortgage	438

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,

Hon. Benjamin A. Johnson, Chief Judge
Hon. James M. Crockett, Asso. Judge
Hon. T. Sangston Insley, Asso. Judge
J. Millard Tawes, Clerk.
William H. Dryden, 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 Stephen Schoolfield and Alice Shoolfield, his wife, to William T. Mason and Charles L. Mason	Be it remembered that heretofore to wit, on the third day of October, in the year nineteen hundred and thirty-four, a certain L. Paul Ewell 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 William T. Mason and Charles L. Mason by a certain Stephen Schoolfield and Alice Shoolfield, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 10th day of September in the year nineteen hundred and thirty-two, by Stephen Schoolfield and Alice Schoolfield, his wife, of Somerset County, Maryland.

Whereas the said Stephen Schoolfield and Alice Schoolfield, his wife, have borrowed of William T. Mason and Charles L. Mason the sum of two hundred and fifty dollars ($250.00) which is further evidenced by their bill obligatory of even date herewith payable to the order of the said William T. Mason and Charles L. Mason, partners trading as Mason Brothers, twelve months after date, with interest from date payable on the first days of January and July until paid, and to secure the payment of the same, principal and interest, these presents are executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises and the sum of one dollar ($1.00), the said Stephen Schoolfield and Alice Schoolfield, his wife, do hereby grant and convey unto the said William T. Mason and Charles L. Mason, partners trading as Mason Brothers, all that lot or parcel of land situate, lying and being in Westover Election District of Somerset County, Maryland, containing two acres of land, more or less, being all and the same lot or parcel of ground conveyed to the mortgagors herein from a certain George Williams and wife, by deed dated November 14, 1925, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 92, folios 332, etc., reference to which deed a more particular description of the property will appear.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances 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 mortgagees, their 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 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 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 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 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 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 keep insured the improvements aforesaid for the benefit of the mortgagees, 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 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: as to Stephen Schoolfield, Stephen his X mark Schoolfield, (Seal)

L. Paul Ewell

Alice Schofield, (Seal)

Test as to Alice Schoolfield:

Arrie J. Boston

State of Maryland, Worcester County, to wit:

I hereby certify, that on this 10th day of September in the year nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, residing at Pocomoke City, personally appeared Stephen Schoolfield the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me L. Paul Ewell, 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 agent of the mortgagees 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

State of Pennsylvania, County of Philadelphia, to wit:

I hereby certify, that on this 15 day of September, A.D., 1932, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Philadelphia, personally appeared Alic Schoolfield and acknowledged the foregoing mortgage to be her act and deed.

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

SEAL OF NOTARY

William Craven, Notary Public

Received for record October sixth in the year nineteen hundred thirty-two and recorded in Liber J.W.L. No. 103, folio 290 one of the land records of Somerset County.

J. Millard Tawes, 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, principal, and Lillie Powell Ewell and Cynthia Ardis, sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of two hundred and fifty dollars ($250.00) to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of September, 1934.

Whereas the above bounden L. Paul Ewell, attorney named for foreclosure in a mortgage from Stephen Schoolfield and Alice Schoolfield, his wife, to William T. Mason and Charles L. Mason, dated September 10, 1932, and recored among the land redords of

Somerset County, Maryland, in Liber J.M.T. No. 103, folios 290 etc., default having been made in the payment of the debt thereby secured, is about to sell the land and premises described thereon.

Now, therefore, 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 remain in full force and virtue in law.

Signed, sealed and delivered in the presence of — L. Paul Ewell (Seal) principal

Mary E. Gunby. — Lillie Powell Ewell (Seal)

Cynthia Ardis (Seal)

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirtieth day of October 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:

L. Paul Ewell, ex parte. Trust created under mortgage from Stephen Schoolfield and Alice Schoolfield, his wife, to William T. Mason and Charles L. Mason.	No. 4620 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, attorney named for foreclosure in a mortgage from Stephen Schoolfield and Alice Schoolfield, his wife, to William T. Mason and Charles L. Mason dated September 10, 1932, and recorded among the land records of Somerset County, Maryland, in the Liber J.M.T. No. 103, folios 290, etc., shows:

That after giving bond with security approved by this Court for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and by said mortgage and by giving notice of the time, place, manner and terms of sale by advertisement published in the Somerset News, a newspaper published at Princess Anne, Somerset County, Maryland, and by notice put up in front of the Court House door in the town of Princess Anne, in said County and State, at least twenty days before the day of sale, your attorney, in pursuance of said notice attended in front of the said Court House in Princess Anne, Somerset County, Maryland, on Saturday, October 27, 1934, at the hour of 9:30 o'clock in the morning, and then and there offered for sale at public auction to the highest bidder, for cash, all the right, title, interest and estate of the said Stephen Schoolfield and Alice Schoolfield, his wife, or of those claiming by, from or under them, of either of them, in and to all that lot or parcel of land situate, lying and being in Westover Election District of Somerset County, Maryland, containing two acres of land, more or less, being all and the same lot or parcel of ground, together with the buildings and improvements thereon, by the aforesaid mortgage conveyed, and it also being all and the same lot or parcel of ground which was conveyed to the said Stephen Schoolfield and Alice Schoolfield, his wife, from a certain George Williams and wife by deed dated November 14, 1925, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 92, folios 332, etc., and sold the same

to William T. Mason and Charles L. Mason, the mortgagees, as tenants in common, they being then and there the highest bidders therefor, at and for the sum of two hundred dollars ($200.00).

Respectfully submitted,

L. Paul Ewell, Attorney.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 29th day of October A.D., 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for 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, ex parte. Trust created under mortgage from Stephen Schoolfield and Alice Schoolfield, his wife, to William T. Mason and Charles L. Mason.	No. 4620 Chancery Circuit Court for Somerset County, Maryland

Ordered this 30th day of October A.D. 1934, by the Circuit Court for Worcester 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 Stephen Schoolfield and Alice Schoolfield, his wife, to William T. Mason and Charles L. Mason dated September 10, 1932, and recorded among the aforesaid land records in Liber J.M.T. No. 103, folios 290, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of November, 1934, provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once a week for three successive weeks before the 28th day of November, 1934.

The report states the amount of sale to be two hundred dollars ($200.00).

J. Millard Tawes, Clerk.

And now at this day to wit, on the first day of December 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 1st day of December, 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 thereof 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.

James M. Crockett, 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

George H. Myers, assignee, ex-parte under power in mortgage from Edward J. Lambden to William G. Lankford	Be it remembered that heretofore to wit, on the seventh day of May in the year nineteen hundred and thirty, 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 William G. Lankford by a certain Edward J. Lambden of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this twenty-fourth day of July in the year nineteen hundred and twenty-eight, by Edward J. Lambden, widower, of Somerset County, State of Maryland.

Whereas, the said Edward J. Lambden has become indebted and is still indebted unto William G. Lankford of Somerset County and State of Maryland in the principal sum of seven hundred and fifty dollars ($750.00), which is evidenced by the bill obligatory of the said Edward J. Lambden, of even date herewith, payable to the order of the said William G. Lankford, twelve months after date, in the principal sum of seven hundred and fifty dollars ($750.00), together with interest thereon at the rate of six per cent (6%) per annum, payable annually, and to secure the prompt payment of said sum of money, together with all interest thereon to accrue, when the same shall become due and payable, according to the tenor and effect of said bill obligatory, these presents are executed.

Now, therefore, this mortgage witnesseth: That in consideration of the premises, and the sum of one dollar ($1.00) the said Edward J. Lambden, widower, does hereby grant and convey unto the said William G. Lankford, his heirs and assigns, all the right, title, and interest of the said Edward J. Lambden, the same being an undivided one-third interest in and to all that tract or parcel of land situate, lying and being in Dublin Election District of Somerset County, Maryland, known as the "Matilda J. Mills farm" and lying on the south side of the County road leading from Pocomoke City to Puncheon Landing, being bounded on the north by the said road; and on the east and south by the farm formerly owned by John H. Dryden; and on the west by what is known as the "John B. White farm", containing thirty (30) acres of land, more or less, and being all and the same farm or tract of land which was granted and conveyed to Julius J. Smullin from Clarence A. Powell and Laura E. Powell, his wife, by deed dated January 13th, 1916, and of record among the land records of Somerset County, Maryland, in Liber W.J.S. No. 70, folios 220, the said Julius J. Smullin having departed this life intestate, during the year nineteen hundred and twenty-four, and the said farm descending, by operation of law to Ida Smullin Lambden, the only child and heir at law of the said Julius J. Smullin; the said Ida Smullin Lambden having departed this life on or about the twelfth day of May, nineteen hundred and twenty-seven, intestate and the said farm descending, by operation of law to her widower, the said Edward J. Lambden, the mortgagor herein, and to the infant children of the said Ida Smullin Lambden; reference to the deed above mentioned and the references therein contained, is hereby made for a more complete 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 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 Edward J. Lambden 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 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 vent 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 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 durther covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least one thousand dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said 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: Lolita R. Smith Edward J. Lambden (Seal)

State of Maryland, Worcester County, to wit:

I hereby certify, that on this 24th day of July in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, and residing at Pocomoke City in said county, personally appeared Edward J. Lambden 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 Godfrey Child, agent of William G. Lankford, 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 Godfrey Child furthermore made oath that he is the agent of the said mortgagee and is authorized by him to make this affidavit.

SEAL
OF
NOTARY

Lolita R. Smith, Notary Public

Received for record August first, 1928 and recorded in Liber G.W.L. No. 95, folio 492 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 aforegoing mortgage to Geo. W. Myers of Somerset County, Maryland.

Witness my hand and seal this 6th day of May, 1930.

Witness: Marion R. Propst W. G. Lankford (Seal)

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, as principal, and William G. Lankford, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the said State of Maryland, in the full and just sum of fifteen hundred dollars ($1500.00), to be paid to the said State or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of May, nineteen hundred and thirty.

Whereas, the above bounden, George H. Myers, by virtue of the power and authority contained in a mortgage from Edward J. Lambden to the said William G. Lankford, dated July twenty-fourth, nineteen hundred and twenty-eight, and recorded among the land records of said Somerset County in Liber No. 95, folio 492, is authorized as assignee of said mortgage to sell the property therein mentioned; and whereas default has occurred in the covenants and conditions of said mortgage and the said George H. Myers is about to foreclose said mortgage, and has advertised the property for sale under the said power contained therein.

Now the condition of the obligation is such, that if the above bounden, George H. Myers, do and shall, well and faithfully abide by and 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: Marion R. Propst — Geo. H. Myers (Seal)

Witness: Lewis M. Milbourne — Wm. G. Lankford (Seal)

Approved,

Geo. W. Lawson, Clerk.

And thereafter to wit, on the fifth day of November, 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 Edward J. Lambden	No. 4245 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 Edward J. Lambden to William G. Lankford and dated July 24, 1928 and recorded among the land records of Somerset County in Liber No. 95, folio 492, 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 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 thirtieth day of October in the year nineteen hundred and thirty-four, at 2:00 o'clock P.M. and then and there proceed to sell said property, to wit: all the right, title, interest and estate of the said Edward J. Lambden (the same being an undivided one-third interest), in and to all that tract or parcel of land situate, lying and being in Dublin Election District of Somerset County, Maryland, known as the "Matilda J. Mills Farm" and lying on the south side of the County road leading from Pocomoke Cith to Puncheon Landing, being bounded on the North by the said road, on the east and south by the farm formerly owned by John H. Dryden, and on the west by what is known as the "John B. White Farm" containing thirty acres of land, more or less, and being all and the same farm or tract of land which was granted and conveyed to Julius J. Smullen from Clarence A. Powell and Laura E. Powell, his wife, by deed dated January 13th, 1916, and of record among the land records of Somerset County, Maryland, in Liber W.J.S. No. 70, folio 220 etc.,

And sold the same to William G. Lankford, of Somerset County he being then and there the highest bidder therefor, at the sum of ten hundred and fifty dollars ($1050.00) and the said purchaser has complied with the terms of sale, and said assignee has distributed the proceeds of said sale as follows:

To Bernie C. Dryden, Auctioneer — $3.00

November, 1934

To Somerset News, advertising sale and order nisi	$18.00
To Clerk of the Circuit Court for Somerset County	8.00
To Harry E. Muir, Treasurer, Somerset County, taxes 1933 and 1934	76.63
To assignee for solicitor's fee and commissions	85.00
Balance to William G. Lankford on account of mortgage debt and interest	859.37
	$1050.00

Respectfully submitted,

Geo. H. Myers,
Assignee and Trustee

State of Maryland, Somerset County, Sct:

On this fifth day of November, 1934, 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 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 Edward J. Lambden	No. 4245 Chancery Circuit Court for Somerset County, Maryland

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 fifth day of December, 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 fourth day of December, 1934.

The Report states the amount of sales to be $1050.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the tenth day of December 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:.

George H. Myers, assignee, ex-parte, under power in mortgage from Edward J. Lambden	No. 4245 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this tenth day of December, 1934, that the sale and distribution of proceeds 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.

James M. Crockett, Asso. 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.

***

George H. Myers, assignee, ex-parte under power in mortgage from Louis B. Causey and wife to Elizabeth E. Polk.	Be it remembered that heretofore to wit, on the fifth day of October 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 Elizabeth E. Polk by a certain Louis B. Causey and Alice B. Causey, 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 twenty-one by us, Louis B. Causey and Alice B. Causey, his wife, of Somerset County, Maryland, witnesseth: That for and in consideration of the sum of one thousand dollars ($1000.00) now owing from us the said Louis B. Causey and Alice B. Causey, his wife, to Elizabeth E. Polk of Somerset County, Maryland, as evidenced by the joint bill obligatory of the said Louis B. Causey and Alic B. Causey, his wife, to the said Elizabeth E. Polk for the said principal sum of one thousand dollars ($1000.00) with interest thereon from the date thereof payable annually 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 Elizabeth E. Polk all that lot or parcel of land lying and being situate in Mt. Vernon Election District in Somerset County, Maryland and adjoining the lands of Harry W. Causey and Virginia A. Causey and others, and upon which these mortgagors do now reside and containing one acre of land more or less, and being the same and all the land which was conveyed unto the said Louis B. Causey by Virginia A. Causey and John S. Causey, her husband, by deed bearing even date herewith and to which said deed are the recitals therein contained and intended to be recorded among the land records of Somerset County, Maryland, co-temporaneously with this mortgage reference is here made for a more full and particular description of the land and premises hereby conveyed by 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, 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 Louis B. Causey and Alice B. Causey, 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, 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 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 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: Vernon E. White

Louis B. Causey (Seal)

Alice B. Causey (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 3rd day of November, 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 Louis B. Causey and Alice B. Causey, 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 Elizabeth E. Polk, 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 Elizabeth E. Polk, the above named mortgagee for the purpose of making this affidavit.

Witness my hand and Notarial Seal this 3rd day of November in the year, 1921.

SEAL
OF
NOTARY

Vernon E. White, Notary Public

Received for record the third day of November, in the year nineteen hundred and twenty-one, and recorded in Liber W.J.S. No. 83, folio 34 one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk

ASSIGNMENT

Under authority of a decree of the Circuit Court for Somerset County in Equity, passed in Chancery Cause No. 4426, I hereby assign the within and aforegoing mortgage to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, without recourse.

Witness my hand and seal this 18th day of January, 1934.

Lena B. Woolford (Seal)

Test: Bertha Rodgers

Executrix of the Estate of
Elizabeth E. Polk.

Filed for record Feb. 12, 1934 and recorded in Liber W.J.S. No. 83, folio 34.

Test: J. Millard Tawes, Clerk.

For value received and under authority of an order of the Circuit Court for Somerset County in Equity, passed in Chancery Cause No. 4367, on the 3rd day of October, nineteen hundred and thirty-four, I hereby assign the within and aforegoing mortgage to George H. Myers of Somerset County, Maryland, for the purpose of foreclosure.

Witness my hand and Seal this 4th day of October, nineteen hundred and thirty-four.

John J. Ghingher (Seal)

Witness: Winifred A. Duggan

Receiver for the Peoples
Bank of Somerset County

Filed for record October fifth, nineteen hundred and 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 Compnay, a body corporate under the laws, of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 26th day of October, nineteen hundred and thirty-four.

Whereas, the above bounden George H. Myers, as assignee of a certain mortgage executed by Louis B. Causey and wife to Elizabeth E. Polk, dated November 3rd, 1921, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 83, folio 34, 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.

Geo. H. Myers (Seal)

Witness: M. Edna Barnes

HARTFORD ACCIDENT & INDEMNITY CO.

By: Geo. H. Myers,
Attorney in fact.

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the fifth day of November, 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 Louis B. Causey and wife.	No. 4619 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 Louis B. Causey and wife to Elizabeth E. Polk and dated November 3, 1921 and recorded among the land records of Somerset County in Liber W.J.S. No. 83, folio 34 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 at the Court House door in Princess Anne, Maryland on the thirtieth day of October in the year nineteen hundred and thirty-four, at 2:00 o'clock P.M. and then and there proceed to sell said property, to wit: all that lot or parcel of land lying and being situate in Mt. Vernon Election District, in Somerset County, Maryland, and adjoining the lands of Harry W. Causey and Virginia A. Causey and others, and upon which said mortgagors recently resided, and containing one acre, more or less, being the same and all of the land which was conveyed unto the said Louis B. Causey by Virginia A. Causey, and John S. Causey, her husband, by deed dated November 3rd, 1921, and of record among the land records of said Somerset County in Liber W.J.S. No. 85, folio 91 etc.

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 eight hundred dollars ($800.00) and the said purchaser has complied with the terms of sale, and said assignee has distributed the proceeds of said sale as follows:

To Clerk of the Circuit Court for Somerset Co.	$11.00
To Somerset News advertising and order nisi	16.00
" Hartford Accident and Indemnity Company bond	10.00
" B. C. Dryden, auctioneer	3.00

To Harry E. Muir, Treasurer State and County taxes, 1932, 1933 and 1934	$40.96
" Assignee for solicitor's fee and commissions	70.00
Balance to John J. Ghingher, Receiver for the Peoples Bank of Somerset County on account of mortgage debt and interest.	649.04
	$800.00

Respectfully submitted,

Geo. H. Myers,
Assignee and Trustee.

State of Maryland, Somerset County, Sct:

On this fifth day of November, 1934, personally appeared before, 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 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 Louis B. Causey and wife.	No. 4619 Chancery Circuit Court for Somerset County, Maryland

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 fifth day of December, 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 fourth day of December, 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 thirteenth day of December, 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:

Geo. H. Myers, assignee, ex parte	No. 4619 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this thirteenth day of December, 1934 that the sale and distribution of proceeds 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.

James M. Crockett, 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 January being the seventh day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge
Hon. James M. Crockett, Asso. Judge
Hon. T. Sangston Insley, Asso. Judge

William H. Dryden, Esq., Sheriff J. Millard Tawes, Clerk.

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

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H. Fillmore Lankford, ex parte. Trust created by mortgage from John T. Ruby and Euphemia J. Ruby, his wife, to Sidney Waller and H. Fillmore Lankford, trustees, assigned to H. Fillmore Lankford.	Be it remembered that heretofore to wit, on the tenth day of November, in the year nineteen hundred and thirty-four, a certain H. Fillmore Lankford, assignee,

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 Sidney Waller and H. Fillmore Lankford by a certain John T. Ruby and wife of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 18th day of May in the year nineteen hundred and sixteen, by John T. Ruby and Euphemia J. Ruby, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said John T. Ruby and Euphemia J. Ruby, his wife, have this day borrowed from Sidney Waller and H. Fillmore Lankford, trustees under the sixth item of the last will and testament of Robert J. Waller, late of Somerset County, deceased, the sum of Eight Hundred Dollars, and have executed and delivered to the said Waller and Lankford, trustees as aforesaid, their bill obligatory for said sum of eight hundred dollars, dated evenly herewith, payable two 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 John T. Ruby and Euphemia J. Ruby, his wife, do grant and convey unto the said Sidney Waller and H. Fillmore Lankford, trustees under the sixth item of the said last will and testament as aforesaid, their successors and assigns, the following described real estate in Saint Peters District, Somerset County, Maryland, namely:

First: All that lot of land on the south side of the county road leading from the Methodist Episcopal Church to the Head of St. Peters Creek, and being the same and all the land which was conveyed to the said John T. Ruby by Harry T. Phoebus by deed dated the 14th day of July, 1914, recorded among the land records of said county in Liber W.J.S. No. 67, folio 37 etc, and also being the same and all the land which was conveyed to the said Harry T. Phoebus by George H. Croswell and wife by deed dated the 22nd October, 1913, recorded among said records, and reference is hereby made to said deeds for full and accurate description of the lands hereby mortgaged.

Second: All that lot of land which was conveyed to the said John T. Ruby by Edward W. Smith and others by deed dated the 16th day of September, 1914, recorded among said

records in Liber W.J.S. No. 67, folio 445 etc, containing twelve acres, more or less, lying on the county road leading from Habnab to Locut Point, and reference is hereby made to said deed and the references therein contained for full and accurate description of the land hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 successors 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 successors 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 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 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 successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors, covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable attorney's fee, and one half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event

that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least eight hundred dollars, and to cause the policy to be effect thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagees, their successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said 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: Sam'l F. Miles

John E. Ruby (Seal)
Euphemia J. Ruby (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 18th day of May, 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, personally appeared John T. Ruby and Euphemia J. Ruby, 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, one of the trustees and mortgagees mentioned in the foregoing mortgage, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that Sidney Waller and H. Fillmore Lankford, the trustees and mortgagees in said mortgage, 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 required any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

Sam'l F. Miles, J. P.

The Bill Obligatory referred to in the foregoing mortgage is in the words following, to wit:

$800.00 May 18th, 1916.

Secured by mortgage of even date herewith, and for value received, twoyears after date we promise to pay to the order of Sidney Waller and H. Fillmore Lankford, trustees under the sixth item of the last will and testament of Robert J. Waller, deceased, eight hundred 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: Sam'l F. Miles

John R. Ruby (seal)
Euphemia J. Ruby (Seal)

Received for record the nineteenth day of May in the year nineteen hundred sixteen and recorded in Liber W.J.S. No. 69, folio 530 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 Circuit Court for Somerset County, in Equity, passed in No. 3057 on the Chancery Docket of said Court, we, the undersigned trustees under the sixth item of the last will and testament of Robert J. Waller, deceased, hereby assign the within and foregoing mortgage to Sidney Waller and H. Fillmore Lankford, trustees under the fifth item of said last will and testament.

Witness our hands and seals this 15th day of September, 1917.

Sidney Waller (Seal)
H. Fillmore Lankford (Seal)
Trustees under the sixth item of the last will and testament of Robert J. Waller.

Witness: Benj. H. Sterling

Filed for record the tenth day of October, 1917 and recorded in Liber W.J.S. No. 69 folio 530.

Test: W. Jerome Sterling, Clerk.

For value received, and in pursuance of an order of the Circuit Court for Somerset County, in Equity, passed in No. 3056 on the Chancery Docket of said Court, we the undersigned Sidney Waller and H. Fillmore Lankford, trustees under the fifth item of the last will and testament of Robert J. Waller, deceased, hereby assign the within and foregoing mortgage to Robert J. Waller, the beneficiary under said item of said item of said will.

Witness our hands and seals this 6th day of March, 1922.

Sidney Waller (Seal)

H. Fillmore Lankford (Seal)

Trustees under the fifth item of the last will and testament of Robert J. Waller, dec'd.

Witness: Henry M. Lankford

For value received, I hereby assign the within and foregoing mortgage to H. Fillmore Lankford, without recourse to me.

Witness my hand and seal this 18th day of July, nineteen hundred and twenty-four.

Witness: Sidney Waller

Robert J. Waller (Seal)

Filed for record July 18, 1924 and recorded in Liber W.J.S. No. 69, folio 530.

Test: W. Jerome Sterling, Clerk.

For value received, and in pursuance of an order of the Circuit Court for Somerset County, we, the undersigned trustees under the sixth item of the last will and testament of Robert J. Waller, deceased, hereby assign the within bill obligatory to Sidney Waller and H. Fillmore Lankford, trustees under the fifth item of said last will and testament.

Witness our hands and seals this 15th day of September, 1917.

Sidney Waller (Seal)

H. Fillmore Lankford (Seal)

Trustees under the sixth item of the last will and testament of Robert J. Waller, deceased.

Witness: James R. Stewart

For value received, and in pursuance of an order of the Circuit Court for Somerset County, in Equity, passed in No. 3056 on the Chancery Docket of said Court, we hereby assign the within and foregoing bill obligatory to Robert J. Waller, the beneficiary under the fifth item of the last will and testament of Robert J. Waller, deceased.

Witness our hands and seals this 6th day of March, 1922.

Sidney Waller (Seal)

H. Fillmore Lankford (Seal)

Trustees under the fifth item of the last will and testament of Robert J. Waller, dec'd.

Witness: Henry M. Lankford.

For value received, I hereby assign the within and foregoing bill obligatory to H. Fillmore Lankford, without recourse to me.

Witness my hand and seal this 18th day of July, nineteen hundred and twenty-four.

Robert J. Waller (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, a body corporate, surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, current money, to be paid to the 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 10th day of November, nineteen hundred and thirty-four.

Whereas by mortgage dated the 18th day of May, 1916, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 69, folio 530 etc, a certain John T. Ruby and Euphemia J. Ruby, his wife, conveyed to Sidney Waller and H. Fillmore Lankford, trustees under the sixth item of the last will and testament of Robert J. Waller, late of said county, deceased, 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 September, 1917, recorded among the said records in Liber W.J.S. No. 69, folio 530, the said Sidney Waller and H. Fillmore Lankford, trustees as aforesaid, in pursuance of an order of the Circuit Court for Somerset County, in Equity, in No. 3057 on the Chancery Docket of said Court, assigned said mortgage to the said Sidney Waller and H. Fillmore Lankford, as trustees under the fifth item of said last will and testament, and whereas by assignment dated the 6th day of March, 1922, recorded among said records in Liber W.J.S. No. 69, folio 531, the said Sidney Waller and H. Fillmore Lankford, trustees as aforesaid under the fifth item of said last will and testament, in pursuance of an order of the Circuit Court for Somerset County, in Equity, passed in No. 3056 on the Chancery Docket of said Court, assigned said mortgage to Robert J. Waller, the beneficiary of said fifth item of said last will and testament, and whereas by assignment dated the 18th day of July, 1924, recorded among said records in Liber W.J.S. No. 69, folio 530, the said Robert J. Waller assigned said mortgage to the said H. Fillmore Lankford, and whereas the said H. Fillmore Lankford is authorized upon default in the terms and conditions contained in 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 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 shall be void, otherwise to be and remain in full force and virtue in law.

In witness 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 cuased these presents to be duly signed by H. Fillmore Lankford, its attorney in fact and its corporate seal to

be affixed the day and year first hereinbefore written.

CORPORATE
SEAL

H. Fillmore Lankford (Seal)
Fidelity and Trust 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.

Witness: Henry M. Lankford

The within bond and surety are hereby approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fifteenth day of November, in the year nineteen hundred 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 John T. Ruby and Euphemia J. Ruby, his wife, to Sidney Waller and H. Fillmore Lankford, trustees, assigned to H. Fillmore Lankford.	No. 4629 Chancery Circuit Court for Somerset County, Maryland

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

The report of H. Fillmore Lankford, assignee of a mortgage from John T. Ruby and Euphemia J. Ruby, his wife, to Sidney Waller and H. Fillmore Lankford, trustees under the sixth item of the last will and testament of Robert J. Waller, dated the 18th day of May, 1916, recorded among the land records of said County in Liber W.J.S. No. 69, folio 530 etc, assigned by the said Sidney Waller and H. Fillmore Lankford, trustees, under the sixth item of said last will and testament, to the said Sydney Waller and H. Fillmore Lankford, trustees under the fifth item of said last will and testament, by assignment dated the 15th day of September, 1917, recorded among said records in Liber W.J.S. No. 69 folio 530, in pursuance of an order of the Circuit Court for Somerset County, in Equity, passed in No. 3057 on the Chancery Docket of said Court, and assigned by the said Sidney Waller and H. Fillmore Lankford, trustees under the fifth item of said last will and testament, to Robert J. Waller, the beneficiary in said item of said last will and testament by assignment dated the 6th day of March, 1922, recorded among said records in Liber W.J.S. No. 69, folio 531, in pursuance of an order of the Circuit Court for Somerset County, in Equity, passed in No. 3056 in the Chancery Docket of said Court, and assigned by the said Robert J. Waller to the said H. Fillmore Lankford, by assignment dated the 18th day of July, 1924, recorded among said records in Liber W.J.S. No. 69, folio 530 respectfully represents:

That after default had occurred in the terms, conditions and covenants of said mortgage, and after having filed a bond with approved security in said Court, as required by law, conditioned for the faithful performance of the trust reposed in him in and by said mortgage, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Easter Shore Republican, a weekly newspaper printed in Somerset County, and by handbill posted at the Court House door, in

Princess Anne, in said County, he did, in pursuance of said notice attend at the Court House door, in said County, on Tuesday, the 13th day of November, 1934, at or about the hour of 2:00 o'clock P.M., and did then and there proceed to sell the real estate conveyed by said mortgage, as follows:

He offered first, all that lot of land in St. Peters District, Somerset County, Maryland, on the south side of the public road leading from the Methodist Episcopal Church, in said District, to the Head of St. Peters Creek, containing three acres, more or less, adjoining the lands of Thomas Noble and Edward Malone, and being the same property which was conveyed to the said John T. Ruby by Harry T. Phoebus by deed dated the 14th day of July, 1914, recorded among the land records of said county in Liber W.J.S. No. 66, folio 37 etc, and which was also conveyed to the said Harry T. Phoebus by George H. Croswell and wife, by deed duly recorded among said records, improved by a two-story frame dwelling house, and by a barn and garage, and sold said property to himself, the said H. Fillmore Lankford, assignee of said mortgage, he being the highest bidder therefor at and for the sum of one thousand and fifty dollars.

He then offered all that lot of land in St. Peters District, Somerset County, Maryland, on the east side of the public road leading from Habnab to Locust Point, containing ten acres, more or less, which was conveyed to the said John T. Ruby by Edward W. Smith and others, by deed dated the 16th day of September, 1914, recorded among said records in Liber W.J.S. No. 67, folio 445 etc, laid down as Lot No. Six on Plat No. One, filed with and as a part of the trustee's report of sales in No. 1325 Chancery, in the Circuit Court for Somerset County, and described by courses and distances in the surveyor's certificate of survey filed in said cause, and sold said property to himself, the said H. Fillmore Lankford, assignee of said mortgage, be being the highest bidder therefor at and for the sum of two hundred and fifty dollars.

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

Total Amount of sales			$1300.00
Clerk's fees, $10.50, auctioneer, $3.00		$13.50	
Advertising sale and order nisi		31.00	
State taxes for 1926	$6.19		
State taxes for 1927	5.53		
State taxes for 1928	4.43		
State & County taxes for 1931	30.13		
State & County taxes for 1932	26.46		
State & County taxes for 1933	16.88	89.65	
Bond of assignee		10.00	
Commissions to assignee		89.00	233.15
Balance on account of mortgage debt----------			1066.85
State of mortgage debt:			
Principal of mortgage debt			$800.00
Interest to 13th November, 1934			880.00
			$1680.00

Credits,

1918, March 16	$48.00
1918, November 19	48.00
1920, August 7	50.00
1924, September 22	80.00

January, 1935

1924, November 7	$21.49	
1925, September 14	100.00	
1927, November 4	100.00	$447.49
		$1232.51
Amount realized from the sales reported		1066.85
Balance due with interest from 13th November, 1934,		$165.66

And the assignee prays a ratification of said sales, 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 15th day of November, 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 sales, and made oath in due form of law that the matters and things stated in the said report of sales 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 T. Ruby and Euphemia J. Ruby, his wife, to Sidney Waller and H. Fillmore Lankford, trustees, assigned to the said H. Fillmore Lankford.	No. 4629 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 5th day of December, nineteen hundred and thirty-four, that the report of H. Fillmore Lankford, the assignee mentioned in the above cause, and the sales of real estate by him reported, being the real estate which was conveyed by John T. Ruby and wife to Sidney Waller and H. Fillmore Lankford, trustees, by mortgage dated the 18th day of May, 1916, recorded among the land records of said county in Liber W.J.S. No. 69, folio 530 etc, and the distribution of the proceeds of the fund arising from said sales made by him in said report, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 31st day of December, 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 29th day of December, 1934.

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

J. Millard Tawes, Clerk

And now at this day to wit, on the second day of January, in the year nineteen hundred thirty-five, comes again into Court the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

H. Fillmore Lankford, ex parte. Trust created by mortgage from John T. Ruby and wife, to Sidney Waller and H. Fillmore Lankford, trustees, assigned to H. Fillmore Lankford.	No. 4629 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 2nd day of January, nineteen hundred and thirty-five, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, assignee, and the sales of real estate by him reported, and the distribution of the proceeds of said sales made by said assignee in said report be and the same are hereby finally ratified and confirmed, and it is further ordered that Clarence P. Lankford be and he is hereby appointed trustee to convey to the said H. Fillmore Lankford, the purchaser of said real estate, by a good and sufficient deed the real estate so as aforesaid sold.

James M. Crockett, 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 Lemmon, Clerk.

Clarence P. Lankford, ex-parte. Trust created by mortgage from Edward Horsey and Addie Horsey, his wife, to the "Bank of Crisfield", a body corporate	Be it remembered that heretofore to wit, on the ninth day of October, in the year nineteen hundred thirty-four, a certain Clarence P. Lankford of Som-

erset 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 Edward Horsey and Addie Horsey, 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 September in the year nineteen hundred and twenty-two, by Edward Horsey and Addie Horsey, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Edward Horsey and Addie Horsey, 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 one hundred and eight dollars ($180.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of one hundred and eighty dollars ($180.00), 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 Edward Horsey and Addie Horsey, 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 Edward Horsey and Addie Horsey, his wife,

have granted and by these presents do grant and convey unto the said the "Bank of Crisfield" a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, containing one-fourth of an acre of land, more or less, adjoining the lands of Annie F. Jewett, the heirs of Sabra Brittingham and others, being the same and all the real estate and premises conveyed unto the said Edward Horsey by William A. Rayfield and wife by deed bearing date the seventh day of August, in the year nineteen hundred and three, and recorded among the land records of Somerset County in Liber O.T.B. No. 35, folio 556 etc, to which said deed and records special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belong, 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 Edward Horsey and Addie 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, 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 one hundred and eighty 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 S. Horsey — Edward his X mark Horsey (Seal)

Addie Horsey (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 27th day of September, 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 Edward Horsey and Addie Horsey, 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 have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid.

SEAL OF NOTARY

Oliver S. Horsey, Notary Public

Received for record September 28th, 1922 and recorded in Liber W.J.S. No. 83, folio 410 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 Joseph W. Disharoon 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 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 9th day of October, in the year nineteen hundred and thirty-four.

Whereas, the above bounded Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Edward Horsey and Addie Horsey, his wife, to the "Bank of Crisfield", a body corporate, dated the twenty-seventh day of September, 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 410 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, other wise to be and remain in full force and virtue in law.

Clarence P. Lankford (Seal)

Witness: Wm. E. Daugherty. Warren F. Sterling (Seal)

Joseph W. Disharoon (Seal)

The above bond approved this 9th day of October, nineteen hundred and thirty-four.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixteenth day of October in the year nineteen hundred 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 Edward Horsey and Addie Horsey, his wife, to the "Bank of Crisfield", a body corporate.	No. 4621 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 Edward Horsey and Addie Horsey, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the twenty-seventh day of September, in the year nineteen hundred and twenty-two, and recorded among the land records of Somerset County in Liber W.J.S. No. 83, folio 410 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 Twon of Crisfield, Maryland, on Saturday, the thirteenth day of October, in the year nineteen hundred and thirty-four, at or about the house 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 offered at public sale to the highest bidder, all that lot or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, containing one-fourth of an acre of land, more or less, adjoining the lands of Annie F. Jewett, the heirs of Sabra Brittingham, and others, the same being all the real estate and premises conveyed unto the said Edward Horsey by William A. Rayfield and wife by deed bearing date the seventh day of August, in the year nineteen hundred and three, and recorded among the land records of said Somerset County in Liber O.T.B. No. 35, folio 556, 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 bidder and best bidder therefor, became the purchaser thereof, at and for the sum of two hundred and eighty-two ($282.00), all of which has been paid to your attorney 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 16th day of October, 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 said report of sales 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 Edward Horsey and Addie Horsey, his wife, to the "Bank of Crisfield", a body corporate	No. 4621 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 16th day of October, 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 Edward Horsey and Addie Horsey, 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 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 15th day of November next.

The report states the amount of sales to be $282.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the second day of January in the year nineteen hundred and thirty-five 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 Edward Horsey and Addie Horsey, his wife, to the "Bank of Crisfield", a body corporate.	No. 4621 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 2nd day of January, nineteen hundred and thirty-five that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, attorney, named in a mortgage from Edward Horsey and Addie Horsey, 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 casue.

James M. Crockett, 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 Lawes, Clerk.

Clarence P. Lankford, ex parte. Trust created by mortgage from Artie T. Somers and Mildred Somers, his wife, to the "Bank of Crisfield", a body corporate.	Be it remembered that heretofore to wit, on the twenty-third day of October, in the year nineteen hundred 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", by a certain Artie T. Somers and Mildred Somers, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 11th day of May, in the year nineteen hundred and twenty-two, by Artie T. Somers and Mildred Somers, his wife, of Somerset County, in the State of Maryland;

Whereas, the said Artie T. Somers and Mildred Somers, 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 one thousand dollars ($1,000.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of 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 Artie T. Somers and Mildred Somers, 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 to the said Artie T. Somers and Mildred Somers, his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland on the West side of Myrtle Street, and described as follows, beginning for the same on the West side of said Myrtle Street, at the North-east corner of the land of Earl Dize, running

thence in a Westerly direction, by and with the land of said Earl Dize, a distance of one hundred and forty-one (141) feet and nine (9) inches, to an alley or driveway in the rear of said lot, thence in a Northerly direction, by and with said alley or driveway, a distance of fifty (50) feet, thence in an Easterly direction a distance of one hundred and thirty-six (136) feet and six (6) inches to said Myrtle Street, and thence in a Southerly direction, by and with said Myrtle Street, a distance of fifth (50) feet, to the place of beginning, together with a right of way, as appurtenant to the land hereby mortgaged over the aforesaid alley or driveway, being the same and all the real estate and premises conveyed unto the said Artie T. Somers and Mildred Somers, his wife, by John T. Sterling and wife, and others by deed bearing date the fourth day of June, in the year nineteen hundred and twenty-one, and recorded among the land records of Somerset County in Liber W.J.S. No. 84, folio 452 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 said promissory note and shall perform all the covenants 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 Artie T. Somers and Mildred Somers, 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 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,

Artie T. Somers (Seal)

Test: Fred N. Holland

Mildred Somers (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-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Artie T. Somers and Mildred Somers, his wife, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, cashier of the "Bank of Crisfield", mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the cashier of the said the "Bank of Crisfield", mortgagee, and its duly authorized agent for the purpose of making this affidavit.

Fred N. Holland, Justice of the Peace

Received for record May 16, 1922 and recorded in Liber W.J.S. No. 83, folio 266, 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 Wm. 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 25th day of October, 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 Artie T. Somers and Mildred Somers, his wife, to the "Bank of Crisfield", a body corporate, dated the eleventh day of May, 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 266 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms add 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 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, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Clarence P. Lankford, (Seal)

Witness: Joseph W. Disharoon

Warren F. Sterling, (Seal)

Wm. E. Daugherty, (Seal)

The above bond approved this 23rd day of October, nineteen hundred and thirty-four.

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventh day of November 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 Artie T. Somers and Mildred Somers, his wife, to the "Bank of Crisfield", a body corporate.	No. 4624 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 Artie T. Somers and Mildred Somers, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the state of Maryland, bearing date the eleventh day of May in the year nineteen hundred and twenty-two, and duly recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 83, folio 266 etc, and duly authorized by said mortgage (default having occured in the covenants and conditions therein, to sell the real estate in said mortgage described and conveyed, respectfully respresents:

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, he did, pursuant to said notice, attend in front of the Bank of Crisfield, in the Town of Crisfield, on Saturday, the third day of November, 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 the Town of Crisfield, Somerset County, in the State of Maryland, on the West side of Myrtle Street, and described as follows, beginning for the same on the West side of said Myrtle Street, at the North-east corner of the land formerly belonging to Earl Dize, running thence in a westerly direction, by and with the said Dize land, a distance of one hundred and forth-one (141) feet, and nine (9) inches, to an alley or driveway in the rear of said lot, thence in a Northerly direction, by and with said alley or driveway, fifty (50) feet, thence in an Easternly direction, a distance of one hundred and thirty-six (136) feet and six (6) inches to said Myrtle Street, and thence in a Southerly direction, by and with said Myrtle Street a distance of fifty (50) feet, to the place of beginning, together with a right of way, as appurtenant to said lot, over the aforesaid alley or driveway, the same being all the real estate and premises conveyed unto the said Artie T. Somers and Mildred Somers, his wife, as tenants by the entireties, by John T. Sterling and wife by deed bearing date the fourth day of June, in the year nineteen hundred and twenty-one, and recorded among the said land records in Liber W.J.S. No. 84, folio 452 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 seventeen hundred dollars ($1,700.00), 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 7th day of November, in the year nineteen hundred and thirty-four, before me, the subscriber, Clerk of the Circuit Court for Somerset County, aforesaid, personally appeared Clarence P. Lankford, attorney named in the above report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the 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 Artie T. Somers and Mildred Somers, his wife, to the "Bank of Crisfield", a body corporate.	No. 4624 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 7th day of November, 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 Artie T. Somers and Mildred Somers, 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 December 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 7th day of December next.

The report states the amount of sales to be $1,700.00.

J. Millard Tawes, Clerk

And now at this day to wit, on the second day of January in the year nineteen hundred and thirty-five 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 Artie T. Somers and Mildred Somers, his wife, to the "Bank of Crisfield", a body corporate.	No. 4624 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 2nd day of January, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in a mortgage from Artie T. Somers and Mildred Somers, 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 shown as required by the order nisi passed in said cause.

James M. Crockett, 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 March being the fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, Esq., Sheriff. J. Millard Tawes, Clerk.

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

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	Be it remembered that heretofore to wit, on the twenty-fifth day of January, in the year nineteen hundred thirty-five, a certain Elliott Ward 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 Elliott Ward by a certain Joseph Sigrist and Verena Sigrist, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 7th day of February in the year nineteen hundred and twenty-seven, by us Joseph Sigrist and Verena Sigrist, his wife, both of Somerset County, in the State of Maryland.

Whereas the said Joseph Sigrist and Verena Sigrist, his wife, have borrowed from Elliott Ward, of said County and State, the full and just sum of nineteen hundred dollars ($1900.00) and applied same to the payment of the balance of the purchase money for the hereinafter described and conveyed real estate, as evidenced by the joint bill obligatory of the said Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward for the said principal sum of nineteen hundred dollars ($1900.00) with interest thereon payable annually thereon from the date thereof, and bearing even date here-with, the whole principal sum payable two years from the date thereof, and to secure the payment of which sum with interest as aforesaid, these presents are executed. Now therefore this mortgage witnesseth that, in consideration of the premises and of the sum of one dollar, the said Joseph Sigrist and Verena Sigrist, his wife, do hereby grant and convey unto the said Elliott Ward, his heirs and assigns, all that tract or tracts, parcel or parcels of land lying and being situate in Westover Election District, in Somerset County, Maryland, and on the west side of the County Road in said District and County and State, leading from Arden Station to Green Hill, and containing one hundred and twenty-three acres, and one-third of an acre of land more or less; and being the same and all the land which was conveyed to the said Joseph Sigrist by H. Filmore Lankford and Henry J. Waters, trustees, by deed bearing date on the Seventh day of February, 1927, and to which said deed, not yet delivered but intended to be delivered and recorded among the land records of Somerset County, Maryland, co-temporaneously with this mortgage, and to all the recitals contained in said deed, 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 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 Sigrist and Verena Sigrist, 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 H. Filmore Lankford and Henry J. Waters, or either of them 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 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,

Joe Sigrist (Seal)

Test: Vernon E. White.

Verena Sigrist (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 7th day of February 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 Joseph Sigrist and Verena Sigrist his wife, the mortgagors, named in the foregoing mortgage and did each acknowledge the foregoing mortgage to be their respectvie 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 Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of February 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, Egbert Quinn, agent for Eliott Ward, the above named mortgagee and made oath in due form 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 Elliott Ward, 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

Herman F. Nelson, Notary Public.

Received for record 23rd Feb., 1927 and recorded in Liber G.W.L. No. 95, folio 88 one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk.

And thereupon the said Elliott Ward, mortgagee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we Elliott Ward, principal, and Olin L. Daugherty and Harry Evans, 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 18th day of January, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Elliott Ward by virtue of the power and authority contained in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward,

dated the eighth day of May, in the year nineteen hundred and thirty-one, and recorded among the land records of said Somerset County in Liber G.W.L. No. 98, folio 562 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 whereas, the said Elliott Ward, mortgagee, 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 bounden Elliott Ward do and shall well and faithfully perform the trust reposed in him by said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Elliott Ward (Seal)

Witness: Ralph Sterling — Olin L. Daugherty (Seal)

Harry Evans (Seal)

The above bond approved this 25th day of January, in the year nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of February in the year nineteen hundred and thirty-five, the said mortgagee 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:

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4648 Chancery Circuit Court for Somerset County, Maryland

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

The report of Elliott Ward, mortgagee, under and by virtue of a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, bearing date the seventh day of February, 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 88 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 in "The Somerset News", a newspaper published in Somerset County, Maryland, for more than twenty days before the day of sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on Tuesday, the 29th day of January, in the year nineteen hundred and thirty-five, at or about the hour or 2 o'clock P.M., and then and there proceeded to sell said real estate, being the real estate in said mortgage described and conveyed, in manner following, that is to say:

Your mortgagee offerred at public sale to the bidder, all that tract or tracts, parcel or parcels of land, with the improvements thereon, situate, lying and being in Westover District, Somerset County, in the State of Maryland, on the West side of the County Road leading from Arden Station to Green Hill, containing one hundred and twenty-three

and one-third acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Joseph Sigrist by H. Fillmore Lankford and Henry J. Waters, Trustees, by deed bearing date the seventh day of February, in the year nineteen hundred and twenty-seven, and recorded among the land records of said Somerset County in Liber G.W.L. No. 93, folio 590 etc, and which said property is also fully described in said mortgage, whereupon your mortgagee, Elliott Ward, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of nineteen hundred dollars ($1900.00), and your mortgagee has distributed the proceeds of said sale, as follors:

To whole amount of sales		$1,900.00
By costs and expenses:		
Court's costs, including record	$10.50	
State and County taxes, 1931, 1932, 1933, 1934	220.16	
Advertising sale and order nisi,	20.25	
Auctioneer	2.00	
Solicitor	10.00	
Commissions	116.00	
Balance of this fund to Elliott Ward, mortgagee on account of mortgage debt, per mortgaged filed in this cause.	521.09	$1,900.00

Statement of mortgage debt due Elliott Ward, mortgagee, per mortgage filed in this cause:

Amount of mortgage debt February 7th, 1927	$1,900.00
Accrued interest from February 7th, 1931 to day of sale	453.47
Total amount due on day of sale.	$2,353.47
Less amount of credit as above	1,521.09
Balance due and owing on said mortgage debt.	$ 832.38

And your mortgagee prays the ratification of his said proceedings, and of the sale and the distribution of the proceeds thereof by him made.

Respectfully submitted,

Elliott Ward, mortgagee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of February, in the year nineteen hundred and thirty-five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Elliott Ward, mortgagee 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 sale therein reported was fairly made.

Fred N. Holland, Justice of the Peace.

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

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4648 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Clerk of the Circuit Court for Somerset County, this 6th day of February, nineteen hundred and thirty-five, that the sale of property mentioned in these

proceedings made and reported by Elliott Ward, mortgagee named in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 7th day of February, 1927, and recorded among the land records of said Somerset County in Liber G.W.L. No. 95, folio 88 etc, 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 6th day of March 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 4th day of March next.

The report states the amount of sales to be $1,900.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventh day of March in the year nineteen hundred thirty-five comes again into Court here the said mortgagee and on motion of the said mortgagee the Court here passed the following order, to wit:

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4648 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 7th day of March, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings made and reported by Elliott Ward, mortgagee named in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 7th day of February, 1927, and recorded among the land records of said Somerset County in Liber G.W.L. No. 95 folio 88 etc, and the distribution of the proceeds of said sale by him made, be and the same are 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, and it is further ordered that Clarence P. Lankford be and he is hereby appointed trustee for the purpose of conveying the real estate mentioned in this cause unto the said Elliott Ward, the purchaser thereof.

James M. Crockett, 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.

Elliott Ward, ex parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	Be it remembered that heretofore to wit, on the twenty-fifth day of January in the year nineteen hundred and thirty-five, a certain Elliott Ward 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 Eliott Ward by a certain Joseph Sigrist and Verena Sigrist, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 14th day of August, in the year nineteen hundred and twenty-eight by Joseph Sigrist and Verena Sigrist, his wife, of Somerset County in the State of Maryland, witnesseth:

Whereas, the said Joseph Sigrist and Verena Sigrist, his wife, have borrowed from Elliott Ward of said county and state, the full and just sum of one thousand dollars ($1000.00) and applied same to the payment of the balance of the purchase money for the hereinafter described and conveyed real estate, as evidenced by the joint bill obligatory of the said Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward for the said principal sum of one thousand dollars ($1000.00) 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, 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, the said Joseph Sigrist and Verena Sigrist, his wife, do hereby convey unto the said Elliott Ward, his heirs and assigns, all those two lots or parcels of land lying and being situate at Green Hill in Somerset County, in the State of Maryland and partly in Dublin Election District and partly in Westover Election District in Somerset County in the State of Maryland and containing one hundred and twenty-nine acres of land, more or less, and being the same and all the land which was conveyed unto the said Joseph Sigrist by George H. Meyers, trustee by deed dated on the 27th day of July, 1928, and to which said deed and all the recitals therein contained and intended to be recorded among the land records of Somerset County, Maryland co-temporaneously 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 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 Sigrist and Verena Sigrist, 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 the, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee his personal representatives or assigns, or 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 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 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 effect 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,

Joseph Sigrist (Seal)

Test: Vernon E. White

Verena Sigrist (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 14th 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, Maryland, personally appeared Joseph Sigrist and Verena Sigrist, 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 Elliott Ward, 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 Elliott Ward, 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 14, 1928 and recorded in Liber G.W.L. No. 95, folio 504 one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk.

And thereupon the said Elliott Ward, mortgagee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, Elliott Ward, principal, and Olin L. Daugherty and Harry Evans, 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 18th day of January, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Elliott Ward by virtue of the power and authority contained in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the fourteenth day of August, in the year nineteen hundred and twenty-eight, and recorded among the land records of said Somerset County in Liber G.W.L. No. 95, folio 504 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 whereas, the said Elliott Ward, mortgagee, 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 bounden Elliott Ward to and shall well and faithfully perform the trust reposed in him by said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, other wise to be and remain in full force and virtue in law.

Elliott Ward (Seal)

Witness: Ralph Sterling

Olin L. Daugherty (Seal)

Harry Evans (Seal)

The above bond approved this 25th day of January, in the year nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of February, in the year nineteen hundred and thirty-five, the said mortgagee 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:

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife to Elliott Ward.	No. 4649 Chancery. Circuit Court for Somerset County, Maryland

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

The report of Elliott Ward, mortgagee, under and by virtue of a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, bearing date the fourteenth day of August, nineteen hundred and twenty-eight, and recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 95, folio 504 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 in "The Somerset News", a newspaper published in Somerset County, Maryland, for more than twenty days before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in Princess Anne, Maryland, on Tuesday, the 29th day of January, in the year nineteen hundred and thirty-five, at or about the hour of 2:20 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 mortgagee offerred at public sale to the highest bidder, all those two lots or parcels of land, with the improvements thereon, situate, lying and being at Green Hill, being partly in Dublin District and partly in Westover District, Somerset County, in the State of Maryland, and containing one hundred and twenty-nine (129) acres of land, more or less, the same being all the real estate and premises conveyed unto the said Joseph Sigrist by George H. Myers, Trustee, by deed bearing date the twenty-seventh day of July, in the year nineteen hundred and twenty-eight, and recorded among said land records in Liber G.W.L. No. 97, folio 28 etc, and which said property is also fully described in said mortgage, whereupon your mortgagee, Elliott Ward, being the highest and best bidder therefor, became the purchaser thereof at and for the sum of one thousand dollars ($1,000.00), and your mortgagee has distributed the preceeds of said sale, as follows:

To the whole amount of sales		$1,000.00
By costs and expenses:		
Clerk's costs, including record	$10.50	
State and County taxes 1931, 1932, 1933, 1934	139.06	
Advertising sale and order nisi	20.25	
Auctioneer	2.00	
Solicitor	10.00	
Commissions	72.00	
Balance of this fund to Elliott Ward, mortgagee, on account of mortgage debt, due Elliott Ward, mortgagee, per mortgage filed in this cause	$746.19	$1,000.00

Statement of mortgage debt due Elliott Ward, mortgagee per mortgage filed in this cause.

Amount of mortgage debt August 14th, 1928	$1,000.00
Accrued interest to day of sale, from Aug. 14th, 1931	207.50
Total amount due on day of sale	$1,207.50
Less amount of credit as above	746.19
Balance due and owing on said mortgage debt	$461.31

And your mortgagee prays the ratification of his said proceedings, and of the sale and the distribution of the proceeds thereof by him made.

Respectfully submitted,

Elliott Ward, mortgagee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of February, in the year nineteen hundred and thirty-five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Elliott Ward, mortgagee named in the foregoing mortgage, and made oath in due form of law, that the matters and things state in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Fred N. Holland, Justice of the Peace.

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

Elliott Ward, ex-parte, Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4649 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 6th day of February, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings made and reported by Elliott Ward, mortgagee named in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 14th day of August, 1928, and recorded among the land records of said Somerset County in Liber G.WL. No. 95, folio 504 etc, 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 6th day of March 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 4th day of March next.

The report states the amount of sales to be $1,000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventh day of March in the year nineteen hundred thirty-five comes again into Court here the said mortgagee and on motion of the said mortgagee the Court here passed the following order, to wit:

Elliott Ward, ex parte--Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4649 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 7th day of March, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings made and reported by Elliott Ward, mortgagee named in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 14th day of August, 1928, and

recorded among the land records of said Somerset County in Liber G.W.L. No. 95, folio 504 etc, and the distribution of the proceeds of said sale by him made, be and the same are 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, and it is further ordered that Clarence P. Lankford be and he is hereby appointed trustee for the purpose of conveying the real estate mentioned in this cause unto the said Elliott Ward, the purchaser thereof.

James M. Crockett, 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. Milland Lewis, Clerk.

Elliott Ward, ex parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	Be it remembered that heretofore to wit, on the twenty-fifth day of January in the year nineteen hundred and thirty-five, a certain Elliott

Ward, 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 Elliott Ward by a certain Joseph Sigrist and Verena Sigrist, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 8th day of May in the year nineteen hundred and thirty-one, by Joseph Sigrist and Verena Sigrist, his wife, both of Somerset County, in the State of Maryland.

Whereas the said Joseph Sigrist and Verena Sigrist, his wife, have borrowed from Elliott Ward of said county and state, the full and sum of fifteen hundred dollars ($1500.00) which has been applied to payment of the purchase money for the hereinafter described and conveyed real estate, as evidenced by the joint bill obligatory of the said Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward for the said principal sum of fifteen hundred dollars ($1500.00) with interest thereon payable annually thereon from the 7th day of April, 1931 and bearing even date herewith, the whole principal sum payable three years 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 Joseph Sigrist and Verena Sigrist, his wife, do hereby grant and convey unto the said Elliott Ward, his heirs and assigns, all that farm, tract or tracts of land lying and being situate in Westover Election district, in Somerset County, in the State of Maryland, and on the South side of the State Road in said District and County and State, leading from Westover to Green Hill, and containing Seventy One acres and one quarter of an acre of land more or less, and being the same and all the land which was conveyed unto the said Joseph Sigrist and Verena Sigrist, his wife, by George H. Ennis and Mary G. Ennis, his wife, by deed bearing even date herewith, and to which said deed and all the recitals therein contained and intended to be recorded among the land records of Somerset County, Maryland, co-temporaneously with this this mortgage, reference is here made for a more full and particular description of the land and premises hereby conveyed, and being also the same land which was conveyed unto the said George H. Ennis and Mary G. Ennis, his wife, as tenants by the entireties, by Belle A. Corbin, by deed

dated on the 16th day of December in year nineteen hundred and twenty-two, and to which said deed and all the recitals therein contained reference is also made for a more full and particular description of the land and premises hereby conveyed, and which said deed is duly recorded among the land records of Somerset County, Maryland, in Liber W.J.S. NO. 86, folio 450 et seq.

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 Sigrist and Verena Sigrist, 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 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 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 his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors,

Joseph Sigrist (Seal)

Test: Vernon E. White

Verena Sigrist (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 8th day of May 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, personally appeared Joseph Sigrist and Verena Sigrist, 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 Elliott Ward, the above and foregoing 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 Elliott Ward, the above and foregoing named mortgagee for the purpose of making this affidavit.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal, the day and year hereinbefore first written.

SEAL
OF
NOTARY

Vernon E. White, Notary Public.

Received for record May 11, 1931 and recorded in Liber G.W.L. No. 98, folio 562, one of the land records of Somerset County.

Per: J. Millard Tawes, Clerk.

And thereupon the said Elliott Ward, mortgagee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we Elliott Ward, principal, and Olin L. Daugherty and Harry Evans, 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 18th day of January, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Elliott Ward by virtue of the power and authority contained in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the seventh day of February, 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 88 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 whereas, the said Elliott Ward, mortgagee, 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 bounden Elliott Ward do and shall well and faithfully perform the trust reposed in him by said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity, in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, other wise to be and remain in full force and virtue in law.

Witness: Ralph Sterling

Elliott Ward (Seal)
Olin L. Daugherty (Seal)
Harry Evans (Seal)

The above bond approved this 25th day of January, in the year nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of February in the year nineteen hundred and thirty-five, the said mortgagee 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:

Elliott Ward, ex-parte, Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4650 Chancery Circuit Court for Somerset County, Maryland

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

The report of Elliott Ward, mortgagee, under and by virtue of a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, bearing date the eighth day of May, in the year nineteen hundred and thirty-one, and recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 98, folio 562 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 in the "Somerset News", a newspaper published in Somerset County, Maryland, for more than twenty days before the day of sale, he did, pursuant of said notice, attend at the Court House Door in Princess Anne, Maryland, on Tuesday, the 29th day of January, in the year nineteen hundred and thirty-five, at or about the hour of 2:10 o'clock P.M., and then and there proceeded to sell said real estate, being the real estate in said mortgage described, in manner following, that is to say:

Your mortgagee offerred at public sale to the highest bidder, all that farm, tract or tracts of land, with the improvements thereon, situate, lying and being in Westover District, Somerset County, in the State of Maryland, on the South side of the County Road leading from Westover to Green Hill, containing seventy-one and one-quarter acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Joseph Sigrist and Verena Sigrist, his wife, by George H. Ennis and Mary G. Ennis, his wife, by deed bearing date the eighth day of May, in the year nineteen hundred and thirty-one, and recorded among the said land records in Liber J.M.T. No. 101 folio 187 etc, and is also the same real estate which was conveyed unto the said George H. Ennis and Mary G. Ennis, his wife, by Belle A. Corbin by deed bearing date the sixteenth day of December, in the year nineteen hundred and twenty-two, and recorded among the said land records in Liber W.J.S. No. 86, folio 450 etc, and which said property is also fully described in said mortgage, whereupon your mortgagee, Elliott Ward, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of fifteen hundred dollars ($1,500.00), and your mortgagee has distributed the proceeds of said sale, as follows:

To whole amount of sales		$1,500.00
By costs and expenses:		
Clerk's costs, including record	$10.50	
State & County taxes, 1931, 1932, 1933, 1934	194.93	
Advertising sale and order nisi	22.75	
Auctioneer	2.00	
Solicitor	10.00	
Commissions	99.00	
Balance of this fund to Elliott Ward, mortgagee on account of mortgage debt, per mortgage filed in this cause	$1,160.82	$1,500.00
Statement of mortgage debt, due Elliott Ward, mortgagee, per mortgage filed in this cause:		
Amount of mortgage debt May 8th, 1931		$1,500.00
Accrued interest to day of sale, from May 8th, 1931		335.25
Total amount due on day of sale		$1,835.25
Less amount of credit as above		-$1,160.82
Balance due and owing on said mortgage debt.		$ 674.43

And your mortgagee prays the ratification of his said proceedings, and of the sale and distribution of the proceeds thereof by him made.

Respectfully submitted,

Elliott Ward, mortgagee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of February, in the year nineteen hundred and thirty-five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Elliott Ward, mortgagee 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 sale therein reported was fairly made.

Fred N. Holland, Justice of the Peace.

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

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4650 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Clerk of the Circuit Court for Somerset County, this 6th day of February, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings, made and reported by Eliott Ward, mortgagee named in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 8th day of May, 1931, and recorded among the land records of said Somerset County in Liber G.W.L. No. 98, folio 562 etc, 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 6th day of March 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 4th day of March next.

The report states the amount of sales to be $1,500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventh day of March, in the year nineteen hundred and thirty-five, comes again into Court here the said mortgagee and on motion of the said mortgagee the Court here passed the following order, to wit:

Elliott Ward, ex-parte. Trust created by mortgage from Joseph Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4650 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 7th day of March, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings made and reported by Elliott Ward, mortgagee named in a mortgage from Joseph Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 8th day of May, 1931, and recorded among the land records of said Somerset County in Liber G.W.L. No. 98, folio 562 etc, 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, and it is further ordered that Clarence P. Lankford be and he is hereby appointed trustee for the purpose of conveying the said real estate mentioned in this cause unto the said Elliott Ward, the purchaser thereof.

James M. Crockett, Judge.

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

Per J. Millard Tawes, Clerk

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Clarence P. Lankford, ex-parte. Trust created by mortgage from Loda A. Blades and Nellie J. Blades, his wife, to the Bank of Crisfield, a body corporate.	Be it remembered that heretofore to wit, on the twelfth day of December in the year nineteen hundred thirty-four, a certain Clarence P. Lankford of Somerset County and State of

Maryland in his proper peron 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 Loda A. Blades and Nellie Blades, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 15th day of July in the year nineteen hundred and twenty-five, by Loda A. Blades and Nellie J. Blades, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Loda A. Blades and Nellie J. Blades, 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 hundred seventy four dollars ($474.00), 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 hundred seventy-four dollars ($474.00), 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 Loda A. Blades and Nellie J. Blades, 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 Loda A. Blades and Nellie J. Blades, his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the Westward side of Maple Street, being the same and all the real estate and premises conveyed unto the said Loda A. Blades by Furman E. Dize and Emma Dize, his wife, by deed bearing date the ninth day of June, in the year nineteen hundred and twenty-one, and recorded among the land records of Somerset County in Liber W.J.S. No. 84 folio 351 etc, and is also all the real estate and premises conveyed unto the said Furman E. Dize, and Emma Dize, his wife, by George S. Tull and wife by deed bearing date the seventh day of July, in the year nineteen hundred and twenty, and recorded among said land records in Liber W.J.S. No. 81, folio 34 etc, to which said deeds and records, and all the references in each of them contained, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Loda A. Blades and Nellie J. Blades, 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 hundred seventy-four dollars, and to cause the policy to be effect 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.

Loda A. Blades (Seal)

Test: Oliver S. Horsey.

Nellie J. Blades (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 15th day of July in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Loda A. Blades and Nellie J. Blades, 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

Oliver S. Horsey, Notary Public.

Received for record July 17, 1925 and recorded in Liber W.J.S. No. 89, folio 206 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 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 11th day of December, 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 Loda A. Blades and Nellie J. Blades, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, dated the fifteenth day of July, in the year nineteen hundred and twenty-five, and recorded among the land records of Somerset County in Liber W.J.S. No. 88, folio 256 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.

Clarence P. Lankford (Seal)

Witness: Joseph W. Disharoon

Warren F. Sterling (Seal)

Wm. E. Daugherty (Seal)

The above bond approved this 12th day of December, in the year nineteen hundred thirty-four.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of December in the year nineteen hundred 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 Loda A. Blades and Nellie J. Blades, his wife, to the Bank of Crisfield, a body corporate.	No. 4634 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 and authority contained in a mortgage from Loda A. Blades and Nellie J. Blades, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the fifteenth day of July, in the year nineteen hundred and twenty-five, and duly recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 89 folio 206 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, 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 fifteenth day of December, 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 the Town of Crisfield, Somerset County, in the State of Maryland, on the Westward side of Maple Street, being the same and all the real estate and premises conveyed unto the said Loda A. Blades by Furman E. Dize and Emma Dize, his wife, by deed bearing date the ninth day of June, in the year nineteen hundred and twenty-one, and recorded among said land records in Liber W.J.S. No. 84, folio 351 etc, and is also all the real estate and premises conveyed unto the said Furman E. Dize and Emma Dize, his wife, by George S. Tull and wife by deed bearing date the seventh day of July, in the year nineteen hundred and twenty, and recorded among said land records in Liber W.J.S. No. 81, folio 34 etc, and which is also fully described in said mortgage, (subject to the lien of two judgments recovered in the Circuit Court for Somerset County, against the said Loda A. Blades and Nellie J. Blades, one of said judgments being in favor of Severn R. Sterling, and the other in favor of S.R.Sterling and Company, both of which judgments are now held by assignment by the "Bank of Crisfield", the balance owing on said judgments being the sum of ninety-three dollars and ninety-seven cents, with interest from the 15th day of November, 1933, 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 said purchaser has paid 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:		
Advertising sale and order nisi	$25.00	
State and County taxes	49.87	
Crisfield Town taxes	50.57	
Auctioneer	3.00	
Clerk's fees	10.50	
Edward P. Wyatt, insurance permits	2.00	
Bank of Crisfield, insurance permium paid	3.00	
Solicitor	10.00	
Commissions	39.00	
Balance of this fund to the "Bank of Crisfield", mortgagee, on account of mortgage debt, per mortgage filed in this cause	307.06	$500.00

Statement of mortgage debt due the "Bank of Crisfield" mortgagee, per mortgage filed in this cause:

Amount of mortgage debt, with interest to the day of sale	$426.33
Less allowance as above	307.06
Balance owing on said mortgage debt	$119.27

And your Attorney prays the ratification of his said proceedings, and of the sale, and the distribution of the proceeds 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--------day of December, 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 Loda A. Blades and Nellie J. Blades, his wife, to the "Bank of Crisfield", a body corporate.	No. 4634 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Clerk of the Circuit Court for Somerset County, this 18th day of December, nineteen hundred and thirty-four, that the sale of property made and reported by Clarence P. Lankford, Attorney, named in a mortgage from Loda A. Blades and Nellie J. Blades, 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 21st day of January next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 19th day of January next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourteenth day of March in the year nineteen hundred and thirty-five 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 Loda A. Blades and Nellie J. Blades, his wife, to the "Bank of Crisfield", a body corporate.	No. 4634 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 14th day of March, nineteen hundred and thirty-five, that the sale of property made and reported by Clarence P. Lankford, Attorney named in a mortgage from Loda A. Blades and Nellie J. Blades, his wife, to the "Bank of Crisfield", a body corporate, and the distribution of the proceeds of said sale by him made, be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

James M. Crockett, Judge.

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

Per J. Millard Lawrence, Clerk.

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens and Mary Jones	Be it remembered that heretofore to wit, on the twenty-sixth day of April, 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, a bill of complaint against Alma Bivens, Isaac H. Bivens and Mary Jones, which said bill of complaint is in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens and Mary Jones.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

Your Orator who sues for himself as well as for all other creditors of George H. Bivens, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit complaining, says:

(1) That the said George H. Bivens was in his life time indebted unto your orator, W. Rowe Whittington, in the full and just sum of one hundred dollars, with interest June 16th, 1932, as maker of a promissory note dated April 6th, 1931, as will fully appear by reference to the said promissory note, herewith filed as part herewith, marked Exhibit "A".

(2) That the said George H. Bivens, being so indebted as aforesaid unto your orator and also unto divers other persons, and having real estate of great value, departed this life on the 18th day of April, 1934, intestate, leaving surviving him as his heirs at law, his widow, Alma Bivens, an adult residing in Somerset County, Maryland, and a brother and sister, to wit: Isaac H. Bivens and Mary Jones, both adults residing in Somerset

County, aforesaid.

(3) That your orator is informed and believes that no administration has been had on the personal estate which is of small value and wholly insufficient to pay the debts due and owing by the said George H. Bivens at the time of his death.

To the end therefore:

(1) That the real estate of the said George H. Bivens, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the aforesaid debt and all other debts as may be filed against the estate.

(2) 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 subpoena directed to the said Alma Bivens, Isaac H. Bivens and Mary Jones, all adults who reside in Somerset County, Maryland, commanding them and each of them to appear either in person, or by solicitor in this Court on or before some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

Edgar A. Jones,
Solicitor for Complainant

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

$200.00 Marion, Md. April 6, 1931

One day after date, we promise to pay to the order of W.R.Whittington, two hundred and no/100 dollars,

Negotiable and payable at the Bank of Marion, Marion Station, Md.

Value received, without offset. The maker and endorser each hereby waives the benefit of the Homestead Exemption and all right to exemption from execution, 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 waives demad, protest and notice of non-payment hereof.

Geo. H. Bivens
Alma Bivens

Bal. due June 16, 1931--$100.00

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 20th day of March, 1935, before the subscriber, a Justice of the Peace of the State and County aforesaid, personally came W. R. Whittington and made oath in due form of law that the annexed account as stated, is just and true, that he had not received, directly or indirectly Geo. H. Bivens any part parcel of the money charged to be due thereon, or any security or satisfaction for the same.

Edgar A. Jones, J.P.

And thereupon the following answers were filed in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens and Mary Jones	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

The answer of Alma Bivens to the Bill of Complaint of W. Rowe Whittington against her and others in this Court exhibited, is:

The defendant admits the matters and things set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, & etc.,

Witness: Jno. W. Day Alma Bivens

Filed for record April 27, 1934.

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens and Mary Jones	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

The answer of Isaac H. Bivens to the Bill of Complaint of W. Rowe Whittington against him and others in this Court exhibited, is:

The defendant admits the matters and things set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound & etc.,

Witness: Jno. W. Day Isaac H. Bivens.

Filed April 27, 1934.

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens and Mary Jones	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

The answer of Mary Jones to the Bill of Complaint of W. Rowe Whittington against her and others in this Court exhibited, is:

The Defendant admits the matters and things set forth in said bill of Complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound & etc.,

Witness: Wm. H. Burnett X Mary Jones

Filed for record May 5, 1934.

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

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens and Mary Jones.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of the Complainant respectfully shows:

That the defendants have answered his bill of complaint and that he desires to take testimony before one of the standing examiners in support of the allegations of his bill and prays that leave be granted him so to do.

Edgar A. Jones,
Solicitor for Complainant

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

Ordered this 5th day of May, in the year nineteen hundred and thirty-four by the Circuit Court for Somerset County in Equity that leave be, and the same is hereby granted to the parties to the above cause to take testimony before one of the standing examiners of this Court.

Joseph L. Bailey, Judge.

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

W. Rowe Whittington Vs. Alma Bivens, Isaac H. Bivens et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

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

The petition of the Complainant in the above cause respectfully shows, that heretofore on the 26th day of April, in the year nineteen hundred and thirty-four he filed his bill of complaint against Alma Bivens, Isaac H. Bivens and Mary Jones as the heirs at law of George H. Bivens, deceased. Since the filing of said bill of complaint the complainant has discovered that the deceased has other heirs and in order to bring them in and make them parties to these proceeding your complainant respectfully prays leave to file an amended Bill of Complaint.

And as in Dut Bound,

Edgar A. Jones,
Plaintiff's Solicitor.

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

Ordered by the Circuit Court for Somerset County in Equity, this 24th day of May on the above Petition that the Complainant in the above cause have leave to file an amended bill of complaint as prayed.

Robt. F. Duer, Judge.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Alma Bivens, Isaac H. Bivens and Mary Jones of Somerset County, Greeting:

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

Witness, the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 5th day of March Anno Domini, 1934 issued the 26th day of April Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in May in the year nineteen hundred thirty-four, and the day of the return of the above recited write, 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:

Mary Jones non est. Residue summoned severally.

Luther Daugherty, Sheriff.

And thereafter to wit, on the twenty-fifth day of May in the year nineteen hundred thirty-four the following amended bill of complaint was filed in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens Mary Jones, Wm. J. Bivens, Ester Milbourne, James Jones, Beulah Handy, Joel Jones, Alfred Jones & Bernice Baldwin.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

Your Orator, who sues for himself as well as for all other Creditors of George H. Bivens, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining says:

(1) That the said George H. Bivens was in his life time indebted unto your orator, W. Rowe Whittington, in the full and just sum of one hundred dollars with interest from June 16th, 1932, as maker of a promisory note dated April 6, 1932, as will fully appear by reference to the said promisory note, heretofore filed in this case, marked Exhibit "A".

(2) That the said George H. Bivens, being so indebted unto your orator and also unto divers other persons, departed this life on the 18th day of April, 1934, intestate.

(3) That at the time of his death the said George H. Bivens was seized and possessed in fee simple, of the following tracts or parcels of land, all situated in Somerset County, Maryland, and more particularly described as follows: 1st. All that lot of land containing one acre more or less situated on Deals Island which was conveyed unto the said George H. Bivens by Henry Johnson by deed dated September 2nd, 1919 and recorded among the land records of Somerset County in Liber W.J.S. No. 79, folio 19: 2nd, That lot of land situate in Lawson Election District, containing 11/2 acres, more or less which was conveyed unto George H. Bivens by Williams Bivens by deed dated April 11, 1898 and recorded among the aforesaid land records in Liber O.T.B. 23, folio 212; 3rd, An undivided half interest in that tract of land containing 163/4 acres more or less, in Lawson's Election District, which was conveyed onto George H. Bivens and Isaac Henry Bivens by Gordon Tull, Trustee, et al by deed dated August 27, 1901 and recorded among the aforesaid land records in Liber O.T.B. 31, folio 575, except so much thereof as was sold and conveyed unto Wm. J. Bivens, one acre more or less; 4th. All that tract of land in Lawson's Election District, containing about one and one half acres, which was conveyed unto George H. Bivens & Eli J. Jones by Harding P. Tull et al by deed dated April 27, 1912 and recorded among the aforesaid land records in Liber S.F.D. 60, folio 115, and subsequently divided by the said Jones and Bivens by deed dated June 14, 1919 and recorded among the land records aforesaid in Liber W.J.S. 79 folio 453; 5th. All that tract of land situate in said Lawson's Election District, containing five acres more or less, which was conveyed unto the said George H. Bivens by C.P.Lankford, assignee, by deed dated August 15, 1914, and recorded among the aforesaid land records in Liber W.J.S. 67, folio 524, except 1/2 acre more or less of the same which was conveyed unto Alex Douglas. 6th. All that lot in Lawson's Election District, containing 1 32/169 acres, more or less which was conveyed unto the said George H. Bivens by George P. Parsons by deed dated June 21st, 1916 and recorded among the aforesaid land records in Liber W.J.S. 71, folio 128.

(4) That no administration was ever had on the personal estate of the said George H. Bivens which is of small value and wholly insufficient to pay the debts due and owing by the said George H. Bivens at the time of his death.

(5) The following are the heirs at law of the said George H. Bivens:

(a) Alma Bivens, widow, residing at Marion Station, Maryland, an adult.

(b) Isaac H. Bivens, brother, adult, residing at Marion Station, Maryland.

(c) Mary Jones, sister, adult, residing in the City of Philadelphia, Pennsylvania.

(d) Wm. J. Bivens, newphew, residing in the State of New Jersey, an adult,

(e) Esther Milbourne, neice, residing at Deals Island, Maryland, an adult.

(f) James Jones, a nephew, adult, residing at Deals Island, Maryland.

(g) Beulah Handy, a neice, adult, residing in the State of New York.

(h) Joel Jones, a nephew, residing at Marion Station, Maryland, an adult.

(i) Alfred Jones, a nephew, adult, residing at Chester, State of Pennsylvania.

(j) Bernice Baldwin, a neice, adult, residing in the State of New York.

To the end, therefore,

(1) That the said real estate of the said George H. Bivens, deceased, or so much thereof, as may be necessary may be sold for the payment of the claim of your orator and the claims of all other creditors of the said deceased.

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

May it please your honor to grant unto your complainant the order of publication giving notice to William J. Bivens, resident of the State of New Jersey, Beulah Handy and Bernice Baldwin, residents of the State of New York, Alfred Jones, Chester, Pennsylvania, and Mary Jones, Philadelphia, Pennsylvania, all non-residents 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 day certain 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 Alma Bivens, Isaac H. Bivens, Esther Milbourne, James Jones, and Joel Jones, of Somerset County and the State of Maryland, resident defendants, 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.,

Edgar A. Jones,
Solicitor for Complainant.

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

W. Rowe Whittington VS. Alma Bivens et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

The object of this suit is to procure a decree for the sale of certain real estate situate in Deals Island Election District and Lawson's Election District, in Somerset County and State of Maryland, of which George H. Bivens, late of Somerset County, Maryland, died seized and possessed, and described as follows: 1st. All that lot of land containing 1 acre more o less, situated on Deals Island which was conveyed unto the said George H. Bivens by Henry Johnson by deed dated September 2, 1919; 2nd All that lot of land situate in

Lawson's Election District containing 1 1/2 acres, more or less, which was conveyed unto George Bivens by William Bivens by deed dated April 11, 1898; 3rd. An undivided half interest in that tract of land in Lawson Election District, containing 16 3/4 acres, more or less which was conveyed unto George H. Bivens and Isaac H. Bivens by Gordon Tull, Trustee, et al, except one acre, more or less thereof that was subsequently conveyed unto Wm. J. Bivens; 4th. All that tract of land in Lawson's Election district, containing 1 1/2 acres more or less that was conveyed unto George H. Bivens and Eli J. Jones by Harding P. Tull et al and subsequently divided between the said Bivens and Jones by deed dated June 14th, 1919; 5th. All that tract of land in Lawson's Election District, containing 5 acres, more or less, which was conveyed unto the said George H. Bivens by C. P. Lankford, Assignee by deed dated August 15, 1914, except 1/2 acre more or less, of the same which was conveyed unto Alex Douglas by the said George H. Bivens; 6th: All that lot containing 1 32/169 acres, more or less, which was conveyed unto George H. Bivens by George P. Parsons by deed dated June 21st, 1916.

The Bill of complaint states that the said George H. Bivens died on the 18th day of April 1934, intestate, and is indebted unto to complainant in the sum of $100, with interest from June 16th, 1932, and also unto divers other persons; that he was possessed of little personal estate and the same is insufficient for the payment of his just debts, and that it will be necessary that the said real estate be sold for the payment of the claim of the complainant and the claims of other creditors; that the said George H. Bivens left the following heirs at law: Alma Bivens, widow, Isaac H. Bivens, brother, Esther Milbourne, niece, James Jones and Joel Jones, nephews, all adults residing in Somerset County, Maryland, and Mary Jones, sister and Alfred Jones, nephew, adults, non-residents, residing in the State of Pennsylvania, William J. Bivens, nephew, an adult, non-resident, residing in the State of New Jersey; Beulah Handy and Bernice Baldwin, neices, adult, non-residents, residing in the State of New York.

It is thereupon this 24th day of May in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, ordered that the complainant, by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 19th day of June, 1934, give notice to the said Mary Jones and Alfred Jones, adults, residing in the State of Pennsylvania, William J. Bivens, adult, residing in the State of New Jersey, and Beulah Handy and Bernine Baldwin, adults, residing in the State of New York, non-resident defendants in this cause, of the object and substance of this suit, warning them and each of them, to be and appear in this Court, in person or by solicitor, on or before the 13th day of July, 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 subpoenas were issued, to wit:

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Alma Bivens, Isaac H. Bivens, Esther Milbourn, James Jones, Joel Jones 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 W. Rowe Whittington 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.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

James Jones, Joel Jones, Henry J. Bivens 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 W. Rowe Whittington 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 14th day of June Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Benny Bivens 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 July next to answer the complaint of W. Rowe Whittington 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 14th day of June Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Maggie Robinson, Lucy Harris 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 W. Rowe Whittington 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 14th day of June Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Alma Bivens, Isaac H. Bivens, Esther Milbourne 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 W. Rowe Whittington 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 14th day of June Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in June in the year nineteen hundred 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:

Summon & copy left with each defendant.

Luther Daugherty, Sheriff.

At which said first Monday in July in the year nineteen hundred 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 second 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.

For the third said subpoena, non est, so ans.

Wilmer S. Purnell, Sheriff.

For the fourth said subpoena, non est,

Luther Daugherty, Sheriff.

For the Fifth said subpoena, summon, copy left with Alma Bivans & Issac H. Bivans, Esther Milbourn, non est.

Luther Daugherty, Sheriff.

And thereafter to wit, on the fourteenth day of June in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens et al	No. 4584 Chancery Circuit Court for Somerset County, Maryland

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

The Petition of the Complainant in the above cause respectfully shows; that heretofore, to-wit, on the 26th day of April, 1934 he filed his bill of complaint against Alma Bivens, et al as the heirs at law of George H. Bivens, deceased. Subsequently, on the 25th day of May he filed an amended bill of complaint in the above case upon discovering additional heirs at law of the said George H. Bivens. Since filing the amended bill of Complaint your petitioner has discovered still additional heirs of the said George H. Bivens and in order to bring them in and made them parties to these proceedings your complainant respectfully prays leave to file a second amended bill of complaint.

And as in duty bound,

Edgar A. Jones,
Plaintiff's Solicitor.

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

Ordered by the Circuit Court for Somerset County, in Equity, this 13th day of June in the year nineteen hundred and thirty-four that the complainant in the above cause have leave to file an amended bill of complaint as prayed.

Joseph L. Bailey, Judge.

And thereafter to wit, on the fourteenth day of June in the year nineteen hundred thirty-four, the following second amended bill of complaint was filed in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivans, Mary Jones, Wm. J. Bivans, Ester Milbourne, James Jones, Beulah Handy, Joel Jones, Alfred Jones, Bernice Baldwin, Henry J. Bivans, Maggie Robinson, Lucy Harris, Bennie Bivans, Gillis Bivans and Elmer Bivans.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County:

Your Orator, who sues for himself as well as for all other creditors of George H. Bivans, late of Somerset County, Maryland, deceased, who will come in and contribute to the expense of this suit, complaining, says:

(1): That the said George H. Bivans was in his lifetime indebted unto your orator, W. Rowe Whittington, in the full and just sum of one hundred dollars with interest from June 16, 1932, as maker of a promisory note dated April 6, 1932, as will fully appear by reference to the said promisory note, heretofore filed in this case, marked "Exhibit "A".

(2): That the said George H. Bivans, being so indebted unto your orator and also unto divers others persons, departed this life on the 18th day of April, 1934, intestate.

(3): That at the time of his death the said George H. Bivans was seized and possessed in fee simple, of the following tracts or parcels of land, all situated in Somerset County, Maryland, and more particularly described as follows: 1st: All that lot of land containing one acre, more or less, situated on Deals Island which was conveyed unto the said George H. Bivans by Henry Johnson by deed dated September 2nd., 1919, and recorded among the land records of Somerset County in Liber W.J.S. No. 79, folio 19. 2nd: That lot of land situate in Lawson Election District, containing 1 1/2 acres, more or less, which was conveyed unto George H. Bivans by William Bivans by deed dated April 11, 1898, and recorded among the aforesaid land records in Liber O.T.B. 23, folio 212. 3rd: An undivided half interest in that tract of land containing 16 3/4 acres, more or less, in Lawsons Election District, which was conveyed unto George H. Bivans and Isaac Henry Bivans by Gordon Tull, Trustee, et al, by deed dated August 27, 1901, and recorded among the aforesaid land records in Liber O.T.B. 31, folio 575, except so much thereof as was sold and conveyed unto Wm. J. Bivans, one acre more or less. 4th: All that tract of land in Lawson's Election District, containing about one and one-half acres, which was conveyed unto George H. Bivens and Eli J. Jones by Harding P. Tull et al, by deed dated April 27, 1912, and recorded among the aforesaid land records in Liber S.F.D. folio 115, and subsequently divided by the said Jones and Bivens by deed dated June 14, 1919, and recorded among the land records aforesaid in Liber W.J.S. 79, folio 453. 5th: All that tract of land situate in said Lawson's Election District, containing five acres more or less, which was conveyed unto the said George H. Bivens by C. P. Lankford, assignee, by deed dated August 15, 1914, and recorded among the aforesaid land records in Liber W.J.S. 67, folio 524, except 1/2 acre, more or less, of the same which was conveyed unto Alex Douglas. 6th: All that lot in Lawson's Election District containing 1-32/169 acres, more or less, which was conveyed unto the said George H. Bivens by George P. Parsons by deed dated June 21st., 1916, and recorded among the aforesaid land records in Liber W.J.S. 71, folio 128.

(4) That no administration was ever had on the personal estate of the said George H. Bivens, which is of small value and wholly insufficient to pay the debts due and owing by

the said George H. Bivens at the time of his death.

(5) The following are the heirs at law of the said George H. Bivens:

(a) Alma Bivens, widow, residing at Marion Station, Maryland, an adult.

(b) Isaac H. Bivens, brother, adult, residing at Marion Station, Maryland.

(c) Mary Jones, sister, adult, residing in the City of Philadelphia, Penna.

(d) Wm. J. Bivens, nephew, residing in the State of New Jersey, an adult.

(e) Esther Milbourne, niece, residing at Deals Island, Maryland, an adult.

(f) James Jones, a nephew, adult, residing at Deals Island, Maryland.

(g) Beulah Handy, a niece, adult, residing in the State of New York.

(h) Joel Jones, a nephew, residing at Marion Station, Maryland, an adult.

(i) Bernice Baldwin, a niece, adult, residing in the State of New York.

(j) Alfred Jones, a nephew, adult, residing at Chester, State of Penna.

(k) Henry J. Bivens, a nephew, adult, living at Deals Island, Maryland.

(l) Maggie Robinson, a niece, residing at Deals Island, Maryland, an adult.

(m) Lucy Harris, a niece, adult, residing at Deals Island, Maryland.

(n) Benny Bivens, a nephew, adult, residing at Newark, Worcester Co., Md.

(o) Gillis Bivens, a nephew, adult, residing in the State of Pennsylvania.

(p) Elmer Bivens, a nephew, adult, residing in the State of Pennsylvania.

To the end, therefore,

(1) That the said real estate of the said George H. Bivens, deceased, or so much thereof, as may be necessary may be sold for the payment of the claim of your orator and the claims of all other creditors of the said deceased.

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

May it please your Honour to grant unto your complainant the order of publication giving notice to William J. Bivans, resident of the State of New Jersey, Beulah Handy and Bernice Baldwin, residents of the State of New York, Alfred Jones, Mary Jones, Gillis Bivens and Elmer Bivans, all non-resident adult defendants of the State of Pennsylvania, of the object and substance of this bill, warning them and each of them to appear 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 write of subpoena directed to Alma Bivens, Isaac H. Bivans, Esther Milbourne, James Jones, Joel Jones, Henry J. Bivens, Maggie Robinson and Lucy Harris, of Somerset County, State of Maryland, and Benny Bivens, of Worcester County, State of Maryland, resident defendants, 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.

Edgar A. Jones,
Solicitor for Complainant

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

W. Rowe Whittington VS. Alma Bivens, et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

The object of this suit is to procure a decree for the sale of certain real estate situate in Deals Island Election District, and Lawson's Election District, in Somerset

County and State of Maryland, of which George H. Bivens, late of Somerset County, Maryland, died seized and possessed, and described as follows:

1st: All that lot of land containing 1 acre, more or less, situated on Deals Island, which was conveyed unto the said George H. Bivens by Henry Johnson by deed dated September 2, 1919; 2nd: All that lot of land situate in Lawson's Election District containing 1 1/2 acres, more or less, which was conveyed unto George Bivens by William Bivens by deed dated April 11, 1898. 3rd: An undivided half interest in that tract of land in Lawson Election District, containing 16 3/4 acres, more or less, which was conveyed unto George H. Bivens and Isaac H. Bivens by Gordon Tull, Trustee, et al, except one acre, more or less thereof that was subsequently conveyed unto Wm. J. Bivens; 4th: All that tract of land in Lawson's Election District, containing 1 1/2 acres, more or less that was conveyed unto George H. Bivens and Eli J. Jones by Harding P. Tull, et al, and subsequently divided between the said Bivens and Jones by deed dated June 14, 1919; 5th: All that tract of land in Lawson's Election District, containing 5 acres, more or less, which was conveyed unto the said George H. Bivens by C. P. Lankford, Assignee, by deed dated August 15, 1914, except 1/2 acre, more or less, of the same which was conveyed unto Alex Dougles by the said George H. Bivens. 6th: All that lot containing 1-32/169 acres, more or less, which was conveyed unto George H. Bivens by George P. Parsons by deed dated June 21, 1916.

The Bill of complaint states that the said George H. Bivens died on the 18th of April, 1934, intestate, and is indebted unto complainant in the sum of $100.00, with interest from June 16, 1932, and also unto divers other persons; that he was possessed of little personal estate and the same is insufficient for the payment of his just debts, and that it will be necessary that the said real estate be sold for the payment of the claim of the complainant and the claims of other creditors; that the said George H. Bivens left the following heirs at law: Alma Bivens, widow, Isaac Bivens, brother, Esther Milbourne, niece, James Jones and Joel Jones and Henry J. Bivens, nephews, Maggie Robinson and Lucy Harris, nieces, all adults residing in Somerset County, Maryland, Mary Jones, sister, Alfred Jones, Gillis Bivens and Elmer Bivens, nephews, all adult non-residents, residing in the State of Pennsylvania, William J. Bivens, nephew, an adult, non-resident, residing in the State of New Jersey, Beulah Handy and Bernice Baldwin, nieces, adult non-residents, residing in the State of New York.

It is thereupon this 14 day of June, in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, ordered that the complainant, by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 20th day of July, 1934, give notice to the said Mary Jones, Alfred Jones, Gillis Bivens and Elmer Bivens, adults residing in the State of Pennsylvania, William J. Bivens, adult, residing in the State of New Jersey, and Beulah Handy and Bernice Baldwin, adults, residing in the State of New York, non-resident defendants in this cause, of the object and substance of this suit, warning them and each of them, to be and appear in this Court, in person or by solicitor, on or before the 7th day of August, 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 subpoenas were issued, to wit:

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

James Jones, Joel Jones, Henry J. Bivens, Maggie Robinson of Dorchester County,

Greeting:

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

Witness, the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of July Anno Domini 1934 issued the 20th day of July Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Esther Milbourn, Lucy Harris of Somerset County, Greeting:

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

Witness, the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of July Anno Domini 1934, issued the 20th day of July Anno Domini, 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Benny Bivans of Somerset County, Greeting:

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

Witness, the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of July Anno Domini 1934, issued the 20th day of July Anno Domini, 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in August in the year nineteen hundred 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 Dorchester County, Lee Bradshaw, to whom the first 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:

1934, August 1st, Summoned by reading the within subpoena to and leaving a copy thereof with each of the defendants.

Lee Bradshaw, Sheriff of
Dorchester County.

For the second said subpoena, summoned severally and copies left.

Luther Daugherty, Sheriff.

For the third said subpoena, Summoned served and copy left with defendent.

W. S. Purnell, Sheriff.

And thereafter to wit, on the twenty-third day of August, 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:

W. Rowe Whittington VS. Alma Bivens, et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The Petition of the Plaintiff respectfully represents:

That the defendants, James Jones, Joel Jones, Henry J. Bivens, Esther Milbourn, Lucy Harris, Maggie Robinson and Benny Bivens were summoned to be and appear on the 1st Monday of August, 1934, to answer the bill of complaint but have not appeared or answered although the time limit by law and the rules of this court for answering has passed.

(2) That the defendants, Mary Jones, Alfred Jones, Gillis Bivens, Elmer Bivens, William J. Bivens, Beulah Handy and Bernice Baldwin, adult non-resident defendants, have been summoned to appear on or before the 7th day of August, 1934, by Order of Publication published in the Somerset News, a weekly newspaper published in Somerset County, to anwer the bill of complaint but have not appeared or answered although the time limit by law and the rules of this Court for answering has passed.

The plaintiff therefore prays that the bill of complaint may be taken pro confesso against the said Mary Jones, Alfred Jones, Gillis Bivens, Elmer Bivens, William J. Bivens, Beulah Handy, Bernice Baldwin, James Jones, Joel Jones, Maggie Robinson, Henry J. Bivens, Esther Milbourn, Lucy Harris and Benny Bivens and that the plaintiff have leave to take testimony in said cause.

And as in duty bound & etc.,

Edgar A. Jones,
Plaintiff's Solicitor.

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

It appearing from the proceedings in this cause that the defendants James Jones, Joel Jones, Henry J. Bivens, Esther Milbourn, Lucy Harris, Maggie Robinson and Benny Bivens were duly summonsed but have failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them and it further appearing that the order of publication heretofore issued therein has been duly published in The Somerset News, a weekly newspaper, published in Somerset County as prescribed by said order and the defendants Mary Jones, Alfred Jones, Gillis Bivens, Elmer Bivens, William J. Bivens, Beulah Handy and Bernice Baldwin having failed to appear, either in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon, this 23rd day of August, 1934, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby taken pro confesso against said non-answering defendants.

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

Robt. F. Duer, Judge.

And thereupon the following answer was made in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens and others	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

The answer of Alma Bivens and Isaac Henry Bivens to the second amended bill of complaint of W. Rowe Whittington against them and others in this Court exhibited, is,

The defendants admit the matters and things set forth in said bill of complaint and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.,

Alma Bivens

Witness: J. Robert Maddox

I. H. Bivens

And afterwards, to wit, on the thirteenth day of October in the year nineteen hundred thirty-four 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 a certain testimony by him taken, in the words following, to wit:

W. Rowe Whittington vs. Alma Bivens, et al	No. 4584 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 Thursday, October 11, 1934, I did take the following depositions, that is to say:

W. Rowe Whittington, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. W. Rowe Whittington, age 64 years; residence Marion, Maryland, Occupation fruit and produce broker.

Int. 2. Do you know the parties to this suit?

Ans. I am the plaintiff and I know, or know of, all the parties defendant.

Int. 3. Did you know George H. Bivens, if so, is he living or dead, where did he reside and did he leave a will?

Ans. Yes, I knew George H. Bivens; he died April 1934, in Brinkleys Election District, and he left no will.

Int. 4. Did he have personal property sufficient to pay his debts?

Ans. No, he did not. Administration is being made upon his estate, with the defendant, Alma Bivens, as administrator, but the total assets, I am advised, in the personal estate will not exceed $200.00.

Int. 5. Please state the names of the heirs-at-law of the said George Bivens, their residences and ages.

Ans. Alma Bivens, widow, residing at Marion Station, Maryland, an adult.
Isaac H. Bivens, brother, adult, residing at Marion Station, Maryland.
Mary Jones, sister, adult, residing in the City of Philadelphia, Penna.
Wm. J. Bivens, nephew, residing in the State of New Jersey, an adult.
Esther Milbourne, niece, residing at Deals Island, Maryland, an adult.
James Jones, a nephew, adult, residing at Deals Island, Maryland.
Beulah Handy, a niece, adult, residing in the State of New York.
Joel Jones, a nephew, residing at Marion Station, Maryland, an adult.
Bernice Baldwin, a niece, adult, residing in the State of New York.
Alfred Jones, a nephew, adult, residing at Chester, State of Penna.
Henry J. Bivens, a nephew, adult, living at Deals Island, Maryland

Maggie Robinson, a niece, residing at Deals Island, Maryland, an adult.
Lucy Harris, a niece, adult, residing at Deals Island, Maryland.
Benny Bivens, a nephew, adult, residing at Newark, Worcester Co., Md.
Gillis Bivens, a nephew, adult, residing in the State of Pennsylvania.
Elmer Bivens, a nephew, adult, residing in the State of Pennsylvanis.

Int. 6 At the time of George Biven's death, was he or not indebted to you, and if so, to what extent?

Ans. He was indebted to me in the sum of $100.00, with interest from June 16, 1932, as evidenced by a promisory note, signed by the said Bivens, dated April 6, 1932.

Int. 7 Mr. Whittington, at the time of George Bivens' death, can you state whether or not he owned any real estate and if so where is it located?

Ans. George owned, at the time of his death, the following tracts of land:
All that lot situate in Lawsons Election District, containing 1 1/2 acres, more or less, which was conveyed to him by William Bivens, by deed dated April 11, 1898, worth approximately $50.00.
Second, an undivided half interest in the tract of land, containing 16 3/4 acres in said Lawsons District, which was conveyed unto him and Isaac Henry Bivens by Gordon Tull, Trustee, by deed dated August 27, 1901, and recorded among the said land records in Liber O.T.B. 31, folio 575, except 1 acre which was subsequently conveyed to William J. Bivens. His half interest owned jointly with Isaac Henry is woth about $150.00.
Third, all that tract of land in Lawsons Election District, containing about 3/4 acre, which was conveyed unto George H. Bivens by Harding P. Tull, et al, April 27, 1912, and recorded among the land records aforesaid in S.F.D.----, folio 115, worth about $25.00.
Fourth, all that tract of land, situate in Lawsons District, containing about 5 acres, which was conveyed unto George H. Bivens by C. P. Lankford, assignee, by deed dated August 15, 1914, and recorded among the said land records in W.J.S. 67, folio 524, worth approximately $400.00.
Fifth, all that lot in Lawsons Election District, containing 1 32/169 acres which was conveyed unto George H. Bivens by George P. Parsons by deed dated June 21, 1916, and recorded as aforesaid in W.J.S. 71, folio 128, worth about $40.00.

Court question and answer.

No.

Test: Harry C. Dashiell, Exam. W. Rowe Whittington.

R. Brice Whittington, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. R. Brice Whittington; age 40 years; Marion, Maryland, produce and food broker.

Int. 2 Do you know the parties to this suit?

Ans. Yes, I know them all; the plaintiff is my father, who is of full age, and the defendants are all of full age.

Int. 3 Did you know George H. Bivens, and if so, is he living or dead; if dead when did he die and did he or not die intestate?

Ans. He died in April, 1933, I believe it was, and he left no will.

Int. 4 Do you know whether or not he left any personal estate sufficient to pay his debts?

Ans. He left very little and his widow is administering upon this but it will be wholly insufficient to pay his debts.

Int. 5 Please state the names and residences of his heirs-at-law.

Ans. Alma Bivens, widow, residing at Marion Station, Maryland, an adult.
Isaac H. Bivens, brother, adult, residing at Marion Station, Maryland.
Mary Jones, sister, adult, residing in the City of Philadelphia, Penna.
Wm. J. Bivens, nephew, residing in the State of New Jersey, an adult.
Esther Milbourne, niece, residing at Deals Island, Maryland, an adult.
James Jones, a nephew, adult, residing at Deals Island, Maryland.
Beulah Handy, a niece, adult, residing in the State of New York.
Joel Jones, a nephew, residing at Marion Station, Maryland, an adult.
Bernice Baldwin, a niece, adult, residing in the State of New York.
Alfred Jones, a nephew, adult, residing at Chester, State of Penna.
Henry J. Bivens, a nephew, adult, living at Deals Island, Maryland.
Maggie Robinson, a niece, residing at Deals Island, Maryland, an adult.
Lucy Harris, a niece, adult, residing at Deals Island, Maryland.
Benny Bivens, a nephew, adult, residing at Newark, Worcester Co., Md.
Gillis Bivens, a nephew, adult, residing in the State of Pennsylvania.
Elmer Bivens, a nephew, adult, residing in the State of Pennsylvania.

Int. 6 Do you know whether or not George Bivens left any real estate, if so please describe its location, and state its value, in your estimation?

Ans. First, all that lot situate in Lawsons Election District, containing 1 1/2 acre, more or less, which was conveyed to him by William Bivens, by deed dated April 11, 1898, worth approximately $50.00.

Second, an undivided half interest in the tract of land, containing 16 3/4 acres, in said Lawsons District, which was conveyed unto him and Isaac Henry Bivens by Gordon Tull, Trustee, by deed dated August 27, 1901, and recorded among the said land records in Liber O.T.B. 31, folio 575, except 1 acre which was subsequently conveyed to William J. Bivens. His half interest owned jointly with Isaac Henry is worth about $150.00.

Third, all that tract of land in Lawsons Election District, containing about 3/4 acre, which was conveyed unto George H. Bivens by Harding P. Tull, et al, April 27, 1915, and recorded among the land records aforesaid in S.F.D.----, folio 115, worth about $25.00.

Fourth, all that tract of land, situate in Lawsons District, containing about 5 acres, which was conveyed unto George H. Bivens by C. P. Lankford, assignee, by deed dated August 15, 1914, and recorded among the said land records in W.J.S. 67, folio 524, worth approximately $400.00.

Fifth, all that lot in Lawsons Election District, containing 1 32/169 acre, which was conveyed unto George H. Bivens by George P. Parsons by deed dated June 21, 1916, and recorded as aforesaid in W.J.S. 71, folio 128, worth about $40.00.

Court question and answer.

No.

Test: Harry C. Dashiell, Exam. R. Brice Whittington

No further witnesses being 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.

Harry C. Dashiell (Seal)
Examiner in Chancery.

BILL OF COSTS

Harry C. Dashiell, Examiner $4.00

And thereafter to wit, on the twenty-seventh day of November in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The Petition of the Complainant respectfully shows:

That heretofore, on the 23rd day of August 1934, an order was passed to take testimony in the above case. In pursuance of said order testimony was taken on the 11th day of October, 1934, but said testimony failed to disclose the fact that the deceadant owned certain real estate on Deals Island.

To the end therefore;

That the complaintant have leave to take additional testimony in the above case before one of the standing examiners of this Court.

And as in duty bound etc.,

Edgar A. Jones, Plaintiff's Attorney.

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

Upon the above petition is is thereupon this 23rd day of November, 1934, by the Circuit Court for Somerset County, in Equity, ordered that the complainant have leave, and leave is hereby granted, to take additional testimony before one of the standing examiners of this Court, in support of the allegations of the bill.

Robt. F. Duer, Judge.

And afterwards, to wit on the twenty-seventh day of November in the year nineteen hundred thirty-four, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

W. Rowe Whittington VS. Alma Bivens, et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

In the above entitled cause, an order having been passed for the taking of additional testimony, I the said Harry C. Dashiell, do hereby certify that at my law office, in Princess Anne, Maryland, on Tuesday, the 27th day of November, 1934, I did take the following additional testimony, that is to say:

W. Edelin Webster, a witness of lawful age, being first duly sworn, deposing says:

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

A. W. Edelin Webster, age 39, residence, Deals Island, occupation banker.

Int. 2 Do you know the parties to this suit?

A. I know W. Rowe Whittington and I knew George H. Bevins, the deceased.

Int. 3 Do you know whether or not George H. Bivens owned any real estate on Deals Island at the time of his death?

A. Yes, he owned a lot of approximately an acre, occupied by Henry Bevins.

Int. 4 Can you further describe this lot.

A. This lot occupied by Henry Bevins adjoins Marvin Jones and Willie H. Webster property.

Int. 5 What, in your opinion, is the value of that piece of land?

A. About $150.00. It is colored property and not much to it.

Court question.

A. That is all.

Test: Harry C. Dashiell W. Edelin Webster.

Thomas F. Kelley, a witness of lawful age, produced upon the part of the plaintiff, being first duly sworn, deposing, says:

Q. 1 State your name, age, residence and occupation.

A. Thomas F. Kelley, age 53, residence Deals Island, occupation wharf agent.

Q. 2 Mr. Kelley do you know the parties to this suit?

A. I knew George H. Bevans and I know the plaintiff.

Q. 3 Do you know whether or not George H. Bevans owned any real estate on Deals Island at the time of his death?

A. He owned a lot where Henry Bevans lives; this adjoins Marvin Jones and Willie H. Webster property on the west, and Margaret Milbourne on the south, and marsh land on the east, I do not know who that belongs to.

Q. 4 What, in your opinion, is the value of this land?

A. I think $150.00 would be a price for it at this time.

Court question

A. No.

Test: Harry C. Dashiell. Thomas F. Kelley

No further witnesses being 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.

Harry C. Dashiell (Seal)
Examiner in Chancery.

BILL OF COSTS

Harry C. Dashiell, Examiner $4.00

And thereafter, to wit, on the thirteenth day of December in the year nineteen hundred thirty-four the Circuit Court here passed the following decree in the premises, to wit:

W. Rowe Whittington VS. Alma Bivens, Isaac H. Bivens et al.	No. 4584 Chancery Circuit Court for 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 twelfth day of December in the year nineteen hundred and thirty-four by the Circuit Court Somerset County adjudged, ordered and decreed, that the property in the proceedings mentioned, or so much as may be necessary for the payment of the debts of George H. Bivens, deceased, be sold; and that Edgar A. Jones be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of fifteen hundred dollars, conditioned

for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-half cash on the day of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day 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 purchaser, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the trustee is directed to give notice to the creditors of said George H. Bivens, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the fifteenth day of February, 1935.

James M. Crockett, Judge.

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

Know all men by these presents:

That we Edgar A. Jones, W. Rowe Whittington and R. Brice Whittington, all of Somerset County, and 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 bind ourselves and each of us, our and each of our heirs and executors and administrators, jointly and severally, firmly by theses presents, sealed with our seals and dated this 7th day of January nineteen hundred and thirty-five.

Whereas the above bounden Edgar A. Jones, by virtue of a decree of the Circuit Court for Somerset County, in equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of W. Rowe Whittington vs Alma Bivens et al, the same being No. 4584 Chancery, in the Circuit Court for Somerset County and now pending in said Court.

Now the condition of the above obligation is such that if the above bounden, Edgar A. Jones, do and shall well and faithfully the trusts reposed in him by said decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Edgar A. Jones (Seal)

Witness: Benjamin L. Barnes

W. R. Whittington (Seal)

R. Brice Whittington (Seal)

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the seventh day of February in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

W. Rowe Whittington Vs. Alma Bivens, et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, trustee, appointed in the above cause, respectfully represents:

That by virtue of the power and authority of a decree passed in this cause on the twelth day of December, in the year nineteen hundred and thirty-four, and after having given bond with approved security, as required by the said decree for the faithful performance of the trust reposed in him, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Maryland and Herald, a weekly newspaper published in Somerset County, Maryland, and by hand bills posted at the Court House door and other conspicious places in said County, he did in pursuance of said notice attend in front of the Post Office door in Marion Station, Maryland, on Monday, February 4th, 1935, at about the hour of 10 o'clock A.M. and then and there proceeded to sell at public auction all of the following described real estate;

1st. He offered all that lot or tract of land situate in Lawson's Election District, Somerset County, Maryland, containing one and one-half acres, more or less, which was conveyed to George H. Bivens by William Bivens by deed dated April 11th, 1898 and recorded among the land records of Somerset County, in Liber O.T.B. 23, folio 212, and the highest bid he received therefor was two hundred dollars, he held this offer, and,

2nd. He then offered all that lot or parcel of land situate as aforesaid and containing four acres, more or less, situated as aforesaid in Lawson's Election District, Somerset County, Maryland, being the same land which was conveyed to George H. Bivens, by Clarence P. Lankford, assignee, by deed dated August 15th, 1914, and recorded among the said land records in Liber W.J.S. No. 67, folio 524, except one-half acre, more or less, which was conveyed to Alexander Douglas, by the said George H. Bivens and wife by deed duly recorded among the said land records of Somerset County in Liber 59, folio 334, and the highest bid he received therefor was one hundred and fifty dollars, he held this offer and

3rd. He then offered an undivided one-half interest in and to all that lot or tract of land situated in said Lawson's Election District, Somerset County, Maryland, containing sixteen and three quarters acres, more or less, being the same land which was conveyed to the said George H. Bivens and Isaac Henry Bivens by Gordon Tull, Trustee, et al, by deed dated August 27th, 1901 and recorded among the aforesaid land records of Somerset County in Liber O.T.B. 31, folio 575, except one acre, more or less, thereof which was conveyed to Wm. J. Bivens, by the said George H. & Isaac Henry Bivens, by deed dated August 11, 1906, and recorded among the aforesaid land records in Liber S.F.D. 44, folio 185, and the highest bid he received therefor was two hundred and fifty dollars, he held this offer and,

4th. He then offered all that lot or tract of land situate as aforesaid in Lawson's Election District, Somerset County, Maryland, containing three quarters of an acre, more or less, adjoining the lands of H. P. Tull and others, and being part of the same land

which was conveyed to the said George H. Bivens and Eli Jones by Harding P. Tull et al by deed dated April 27th, 1912, and recorded among the land records aforesaid in Liber S.F.D. 60, folio 115 and subsequently divided by the said George H. Bivens and Eli Jones by deed dated June 14th, 1919, recorded among the aforesaid land records of Somerset County in Liber W.J.S. No. 79, folio 453, and the highest bid he received therefor was twenty-five dollars, he held this offer and,

5th: He then offered all that lot or tract of land situate in Lawson's Election District, Somerset County, Maryland containing one 32/169 acres, more or less, being the same land which was conveyed to the said George H. Bivens by George P. Parson's by deed dated June 21st, 1916 and recorded among the land records of said Somerset County in Liber W.J.S. No. 71, folio 128, and the highest bid he received therefor was twenty-five dollars, he held this offer and,

6th: He then offered all that lot or parcel of land situate on Deals Island Election District, in said Somerset County, containing one acre more or less, which was conveyed to the said George H. Bivens by Henry Johnson by deed dated September 2, 1919 and recorded among the aforesaid land records of Somerset County in Liber W.J.S. No. 79, folio 19 and the highest bid he received therefor was twenty-five dollars, he held this offer and,

7th: He then offered all the tracts as a whole and sold the same to W. Rowe Whittington and R. Brice Whittington, partners, trading as W. R. Whittington & Son at and for the sum of seven hundred dollars, they being the highest bidders therefor and the offer for the whole exceeding the total amount offered for the individual tracts, and the purchasers have complied with the terms of sale to the satisfaction of the trustees.

And the Trustee charges himself with the proceeds of said sale as cash, and prays the ratification of his proceedings in the premises.

Respectfully submitted,

Edgar A. Jones, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 7th day of February, in the year nineteen hundred and thirty-five, before the subscriber, Clerk of the Circuit Court for Somerset County, and the State of Maryland, personally appeared Edgar A. Jones, 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 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.

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

W. Rowe Whittington VS. Alma Bivens, et al.	No. 4584 Chancery Circuit Court for Somerset County, Maryland

It is ordered by the Circuit Court for Somerset County, Maryland, this 7th day of February, 1935, that the report of Edgar A. Jones, Trustee, mentioned in the foregoing report of sale, and the sale of the real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary thereof appear by exceptions filed on or before the 14th day of March 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 9th day of March, 1935.

The report states the amount of sales to be $700.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the twentieth day of March in the year nineteen hundred thirty-five comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

W. Rowe Whittington VS. Alma Bivens et al.	No. 4584 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 shown, it is this 20th day of March, 1935, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the within report of sale of Edgar A. Jones, Trustee, and the sale by him reported, be and the same are hereby ratified and confirmed.

James M. Crockett, 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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35 acres, more or less, which was conveyed to the sai Harcourt Pusey by L. Creston Beauchamp, trustee, by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded co-temporaneously with this mortgage; and being the same land conveyed to Curtis C. Pusey and Vera M. Pusey by D. Frank White by deed recorded among the land records of said Somerset County in Liber W.J.S. No. 79, folio 37.

Second: All those lots of land in East Princess Anne Election District, on the west side of the state road leading from Princess Anne to Kings Creek, laid down as lots Nos. twenty-four, twenty-five, twenty-six, twenty-seven and twenty-eight on the plat filed with the deed from A. B. Fitzgerald and wife to C. R. Porter recorded among said records in Liber W.J.S. No. 91, folio 194, being same land conveyed to Harcourt Pusey and wife by Doris M. Cohn and husband by deed recorded in Liber G.W.L. No. 92, folio 545.

To all of which said deeds and records, special reference is here made, as a part hereof, for full and accurate description of the land hereby mortgaged.

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

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

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

And it is agreed that until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either 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 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.

Harcourt Pusey (Seal)

Test: Vernon E. White

Dasie May Pusey (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 18th day of November, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harcourt Pusey and Daisy May Pusey, 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 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 19th Nov., 1927 and recorded in Liber G.W.L. No. 95, folio 316 one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

The Peoples Bank of Somerset County, a corporation hereby assigns the within 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 erdit of Harry E. Muir, County Treasurer.

Witness the corporate seal of 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.

Test: O. J. Croswell

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

CORPORATE SEAL

And thereupon the said L. Creston Beauchamp, trustee, filed in Court here a bond in the words following, to wit:

Know all men by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of February, 1935.

Whereas, by mortgage dated the 18th of November, 1927, recorded among the land records of said Somerset County in Liber G.W.L. No. 95, folio 316, a certain Harcourt Pusey and Daisy May Pusey, his wife, conveyed unto the Peoples Bank of Somerset County certain real estate in said county, and whereas default has occurred under the terms and conditions of said mortgage, and whereas, the said L. Creston Beauchamp as the attorney named in said mortgage is authorized to sell the mortgaged property and is about to exercise said power by selling 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 by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (Seal)
Principal

Test: Benjamin L. Barnes

THE MARYLAND CASUALTY COMPANY
by
L. Creston Beauchamp,
attorney in fact.

CORPORATE SEAL

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-seventh day of February in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

L. Creston Beauchamp, ex parte. Trust created by mortgage from Harcourt Pusey and wife to the Peoples Bank of Somerset County.	No. 4652 Chancery 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 the mortgage from Harcourt Pusey and Daisy May Pusey, his wife, to the Peoples Bank of Somerset County, dated the 18th of November, 1927, recorded among the land records of Somerset County, Maryland, in Liber G.W.L.

No. 95, folio 316, respectfully represents that by viture of the power and authority contained in said mortgage and after default had occurred under the terms and conditions therein 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 Easter 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 said Court House door in Princess Anne, Maryland, on Tuesday, February 26th, 1935, at or about the hour of two o'clock P.M., and then and there preceeded to sell at public auction the following described property, conveyed by said mortgage, namely:

He first offered all that tract of land situate in West Princess Anne Election District, Somerset County, Maryland, on the east side of the county road leading from Princess Anne to Revelle's Neck and north side of Manokin River, containing 35 acres, more or less, adjoining the lands of Frank Dilly and others, which was conveyed to Harcourt Pusey by L. Creston Beauchamp, trustee, by deed dated the 18th of November, 1927, recorded among the land records of said Somerset County in Liber G.W.L. No. 96, folio 35, and sold the same to William H. Adams, of said Somerset County at and for the sum of twenty-one hundred and seventy-five dollars, and the purchaser has complied with the term of sale by paying one hundred and fifty dollars cash and the balance by his promissory note payable in thirty days from the day of sale.

He next offered all that house and lot in East Princess Anne Election District, said county and state, on the west side of the State road leading from Princess Anne to Kings Creek, adjoining the lands of Allie Miles and R. L. Stacy, which was conveyed to the said Harcourt Pusey and Daisy May Pusey, his wife, by Doris M. Cohn and husband by deed dated the 30th of March, 1926, recorded among said land records in Liber G.W.L. No. 92, folio 545, which property was offered subject to a mortgage for two thousand dollars, on which was due the sum of two thousand and sixty dollars. Failing to receive any bid whatever on this property, the same was withdrawn.

The trustee makes the following distribution of the proceeds of the said sale:

Whole amount of sale,		$2175.00
Costs, as taxes by Clerk	$20.50	
Advertising Sale & Order Nisi	26.50	
Auctioneer	4.00	
Premium on Bond	16.00	
Commissions, per Chancery Rule	126.00	
State and County Taxes	116.90	$309.90
		$1865.10
To County Commissioners of Somerset County, assignee of said mortgage,	$3700.00	
Interest due to day of sale	1000.00	4700.00
Balance due the mortgagee,		$2834.90

And the attorney and trustee charges himself with the proceeds of said sale as above stated, and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted,

L. Creston Beauchamp
Attorney and Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 27th day of February, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the attorney and trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things in said report are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of the proceeds therein made were fair and just.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, ex parte. Trust created by mortgage from Harcourt Pusey and wife to the Peoples Bank of Somerset County.	No. 4652 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 27th day of February, 1935, that the report of L. Creston Beauchamp, attorney and 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 exception filed on or before the 1st day of April, 1935, provided a copy of this order nisi be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 28th day of March, 1935.

The report states the amount of sale to be $2175.00.

J. Millard Tawes.

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

L. Creston Beauchamp, ex parte.	No. 4652 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 9th day of April, 1935, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, In Equity, that the within report of L. Creston Beauchamp, attorney and trustee, and the sale by him reported and the distribution of the proceeds thereof by him made, be and the same are hereby finally ratified and confirmed.

James M. Crockett, 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 sixth day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, 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 W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready Memorial Hospital, Incorporated.	Be it remembered that heretofore to wit, on the twelfth day of February in the year nineteen hundred thirty-five, 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 Edward W. McCready Memorial Hospital, Incorporated by a certain W. Jerome Sterling and Josephine A. Sterling, 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 September, in the year nineteen hundred and twenty-three, by W. Jerome Sterling and Josephine A. Sterling, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said W. Jerome Sterling is indebted to the Edward W. McCready Memorial Hospital, Incorporated, a body corporate, in the sum of sixty-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 W. Jerome Sterling and Josephine A. Sterling for said sum, dated evenly herewith, payable to the said Edward W. McCready Memorial Hospital Incorporated five years after date, with interest from date, payable semi-annually from date, in which said bill obligatory the said W. Jerome Sterling and Josephine A. Sterling have reserved the right to pay the entire principal or any part thereof not less than five hundred dollars at any interest-paying period, 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 W. Jerome Sterling and Josephine A. Sterling, his wife, do grant and convey unto the said Edward W. McCready Memorial Hospital Incorporated, its successors and assigns, all those lots or parcels of land in the Town of Crisfield, in Crisfield Election District, in Somerset County, Maryland, which were conveyed to the said W. Jerome Sterling by the said Edward W. McCready Memorial Hospital Incorporated 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 Edward W. McCready Memorial Hospital Incorporated by the General and Marine Hospital of Crisfield, a body corporate, by deed dated the 9th day of July, 1923, recorded among the land records of said county in Liber W.J.S. No. 87, folio 320 etc, and being the same lots or parcels of land which were conveyed to the said General and Marine Hospital of Crisfield by Oliver P. Gibson and wife by deed dated the 4th day of May, 1909, recorded among said

records in Liber S.F.D. No. 50, folio 595 etc, and Elisha T. Riggin and wife by deed dated the 29th day of July, 1915, recorded among said records in Liber W.J.S. No. 68, folio 450 etc, to which said deeds and all the references in said deeds contained reference is hereby made for full and accurate description of the lands hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 W. Jerome Sterling and Josephine A. Sterling 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 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 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, 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

W. Jerome Sterling (Seal)
Josephine A. Sterling (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this first day of September, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared W. Jerome Sterling and Josephine A. 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 John T. Handy 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 President of the Edward W. McCready Memorial Hospital Incorporated, 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

F. Douglass Sears, Notary Public.

Received for record Nov. 27, 1923 and recorded in Liber W.J.S. No. 88, folio 256 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 A. Wellington Tawes as sureties, 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 9th day of February, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready Memorial Hospital, Incorporated, a body corporate, dated the first day of September, in the year nineteen hundred and twenty-three, and recorded among the

land records of Somerset County, Maryland, in Liber W.J.S. No. 88, folio 256 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 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)

Witness: Edgar W. Riggin

Warren F. Sterling (Seal)

A. Wellington Tawes (Seal)

The foregoing bond approved this 12 day of February, in the year nineteen hundred thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-eight day of February in the year nineteen hundred thirty-five, 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 W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready, Memorial Hospital, Incorporated.	No. 4663 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 W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready Memorial Hospital, Incorporated, a body existing under the laws of the State of Maryland, bearing date the first day of September, in the year nineteen hundred and twenty-three, and recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 88, folio 256 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 more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Bank of Crisfield, Crisfield, Maryland, on Saturday, the sixteenth day of February, in the year nineteen hundred and thirty-five, 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 offered at public sale, to the highest bidder, all that lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, known as the "Sterling Hotel Property", on the South side of Main Street, the same being a part of the real estate and premises conveyed

unto the said W. Jerome Sterling by the Edward W. McCready Memorial Hospital, Incorporated, by deed bearing date the first day of September, in the year nineteen hundred and twenty-three, and recorded among the said land records in Liber W.J.S. No. 87, folio 566 etc, and being also a part of the real estate and premises conveyed unto the said the Edward W. McCready Memorial Hospital, Incorporated, a body corporate as aforesaid by the General and Marine Hospital, a body corporate, by deed bearing date the ninth day of July, in the year nineteen hundred and twenty-three, and recorded among the said land records in Liber W.J.S. No. 87, folio 320 etc, and is also all the real estate and premises conveyed unto the said the General and Marine Hospital, a body corporate, by Oliver P. Gibson and wife by deed bearing date the fourth day of May, in the year nineteen hundred and nine, and recorded among said land records in Liber S.F.D. No. 50, folio 595 etc, and which said property is also fully described in said mortgage, whereupon the Edward W. McCready Memorial Hospital, Incorporated, 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 fifty-five hundred dollars ($5,500.00), of which the said purchaser paid one hundred dollars ($100.00) in cash, and gave its certificate of indebtedness for the balance of the purchase money, to wit, the sum of Fifty-four hundred dollars ($5,400.00), 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.

Respectfully submitted,

Clarence P. Lankford,
Attorney named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of February, nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, attorney named in the above report of sales, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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 W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready Memorial Hospital, Incorporated.	No. 4663 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 28th day of February, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready Memorial Hospital, Incorporated, a body corporate, bearing date the first day of September, nineteen hundred and twenty-three, and recorded among the land records of Somerset County in Liber W.J.S. No. 88, folio 256 etc, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of April 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 2nd day of April next.

The report states the amount of sales to be $5,500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighth day of May in the year nineteen hundred thirty-five 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 W. Jerome Sterling and Josephine A. Sterling, his wife, to the Edward W. McCready Memorial Hospital, Incorporated.	No. 4663 Chancery Circuit Court for Somerset County, Maryland

The matter of the exceptions of W. Jerome Sterling to the sale made and reported herein by Clarence P. Lankford, attorney, and to the ratification thereof coming on for hearing and being this day heard and submitted, the counsel for the parties were heard, and the proceedings read and considered.

It is thereupon, this eighth day of May, 1935, by the Circuit Court for Somerset County, Maryland, sitting in Equity, ordered that the said exceptions be, and the same are hereby, overruled; and that the sale of the property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in the power in the mortgage foreclosed herein, 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 said attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

James M. Crockett, 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 tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Stewart Evans 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore to wit, on the sixth day of February in the year nineteen hundred thirty-five 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 Stewart Evans 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 Marine Bank of Crisfield, Purchaser.	No. 4653 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 institution, 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 Stewart Evans, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and forty-five cents, state taxes, and three dollars and twenty-four cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 said "Eastern Shore Republican", published in Princess Anne, Maryland, and the "Crisfield Times", published in Crisfield, Maryland, 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 to whom the property included in said tax bill was assessed, so far 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 such taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, such 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 and Collector as aforesaid, 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 from every such person, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Stewart Evans, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and forty-four cents, state taxes and two dollars and eighty-nine cents, county taxes, and that said taxes were due and in arrears on the first 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 Eastern Shore Republican, 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 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 constituted a lien upon the real estate of the said Stewart Evans, in Crisfield 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 the 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 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, the 20th 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 sale, for cash, all that lot of land, being the real estate assessed to the said Stewart Evans, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 41. All that lot and improvements in said district, county and state in Crisfield, adjoining the lands of Crockett's heirs, Ernest Evans and George Christy, and assessed to Stewart Evans for 1929 and 1930, and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation, it being then and there the highest bidder therefor, at and for the sum of eight dollars and ninety-eight cents, which it has fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Harry E. Muir, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had hereunder to this Honorable Court for ratification thereof.

Harry E. Muir,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said Somerset County, and made oath in due form of law that the matters and facts stated in the foregoing report of sale 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.

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

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 20th, 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 Crisfield 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 fue from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 41. All that lot and improvements in said district, county and state, in Crisfield, adjoining the lands of Crockett's heirs, Ernest Evans and George Christy, and assessed to Stewart Evans for 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir,

Treasurer for Somerset County, Maryland

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 Somerset County, Maryland, assessed to Stewart Evans for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 4653 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 of real estate in Crisfield Election District, Somerset County, Maryland, on September 20th, 1932, adjoining the lands of Crockett's heirs, Ernest Evans and George Christy, assessed to Stewart Evans for 1929 and 1930, made to the Marine Bank of Crisfield for the sum of eight dollars and ninety-eight cents, now fully paid, having been presented to the Court and examined and found to be regular, and it appearing that the provisions of law in relation thereto have been complied with;

It is thereupon, this 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 15th day of April, 1935, 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 $8.98.

James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the collector and on motion of the said collector 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 8th day of May, 1935, 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.

James M. Crockett, 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 Lanus, Clerk.

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In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Augustus Ward's heirs 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore to wit, on the sixth day of February in the year nineteen hundred thirty-five, 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 affi-

davit 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 Augustus Ward's heirs 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 Marine Bank of Crisfield, Purchaser.	No. 4654 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 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 Augustus Ward's heirs, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and thirty-nine cents, state taxes, and two dollars and seventy-eight cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 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 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 advertisements 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 on the taxable property in said county, and that sixty days after said levy the said Harry T. Phoebus, then County Treasurer, 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, 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 from every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property of Augustus Ward's heirs, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and thirty-eight cents, state taxes, and two dollars and forty-eight 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, the Eastern Shore Republican, 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 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 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 Augustus Ward's heirs, 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, and 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 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 taxes were due and to whom the property was assessed, and 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 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, being the real estate assessed to the said Augustus Ward's heirs, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 166. All that lot in Crisfield District, Somerset County, Maryland, containing 1¼ acres, more or less, on Hospital Road, adjoining the lands of Sid Riggin, L. D. Ward and Wm. Coulbourn, and assessed to Augustus Ward's heirs for 1929 and 1930, and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation, it being then and there the highest bidder therefor, at and for the sum of fourteen dollars and thirty-four cents, which it has fully paid, and a copy of said advertisement is here-with 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 hereunder to this Honorable Court for ratification thereof.

Harry E. Muir,
County Treasurer and Collector

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said 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, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 20th, 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 Crisfield 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, 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 cost thereon.

No. 166. All that lot of land in said district, county and state, containing 1¼ acres, more or less, on Hospital Road, adjoining the lands of Sid Riggin, L. D. Ward and Wm. Coulbourn, and assessed to Augustus ward's heirs for 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir,
Treasurer for Somerset County, Maryland

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, Somerset County, Maryland, assessed to Augustus Ward's heirs for 1929 and 1930 reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The Marine Bank of Crisfield, Purchaser.	No. 4654 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 said Somerset County, relating to the sale on September 20th, 1932, of real estate in Crisfield Election District, said Somerset County, containing 1¼ acres, more or less, on Hospital Road, adjoining the lands of Sid Riggin, L. D. Ward and Wm. Coulbourn, and assessed to Augustus Ward's heirs for 1929 and 1930, made to the Marine Bank of Crisfield for the sum of fourteen dollars and thirty-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 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 15th day of April, 1935, 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 $14.34. James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said collector and on motion of the said collector the Court here passed the following, order, to wit:

It having been proved to the Court in the above entitled cause that 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 8th day of May, 1935, 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.

James M. Crockett, 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. McLane Lanus, Clerk.

In the matter of the tax sale of real estate in Crisfield Election District Somerset County, Maryland, assessed to Thomas S. Nelson 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore to wit, on the sixth day of February in the year nineteen hundred thirty-five 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 Thomas S. Nelson 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 Marine Bank of Crisfield, Purchaser.	No. 4655 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 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 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 Thomas S. Nelson, in Crisfield Election District, Somerset County, Maryland, the sum of one dollars and thirty-nine cents, state taxes, and nine dollars and ninety-nine cents,

county taxes, and that said taxes were due and in arrears on January 1st, 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 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 advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That on the 30th of June, 1930, the said County Commissioners made an annual levy of state and county taxes on the taxable property in said county, and that sixty days after said levy the said Harry T. Phoebus, then County Treasurer, 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, 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 from every such person, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Thomas S. Nelson in Crisfield Election District, Somerset County, Maryland, the sum of one dollar and thirty-five cents, state taxes, and eight dollars and ninety-one 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, the Eastern Shore Republican, 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 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 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 advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That the 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 Thomas S. Nelson, 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, and the said real

estate, and 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 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 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, being the real estate assessed to the said Thomas S. Nelson, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 104. All that lot and improvements in said district, county and state, on South Fourth street, in Crisfield, adjoining the lands of Fred Godman, Sid Tyler and Douglas, and assessed to Thomas S. Nelson for 1929 and 1930, and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland, corporation, it being the highest and best bidder therefor, at and for the sum of twenty-two dollars and thirty-six cents, which it has fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Harry E. Muir, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had hereunder to this Honorable Court for ratification thereof.

Harry E. Muir
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, before me, the sbuscriber, 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 said 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, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 20th, 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 Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes; evied against the hereinafter described lots or parcels of land 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.

No. 104. All that lot and improvements in said district, county and state, on S. 4th st., in Crisfield, adjoining the lands of Fred Godman, Sid Tyler and Douglas, and assessed

to Thomas A. Nelson for 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir,

Treasurer for Somerset County, Maryland.

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, Somerset County, Maryland, assessed to Thomas S. Nelson for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The Marine Bank of Crisfield, Purchaser.	No. 4655 Chancery Circuit Court for Somerset County, Maryland

The annexed and foregoing report of the preceedings 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 Couny, Maryland, on South Fourth street, in Crisfield, adjoining the lands of Fred Godman, Sid Tyler and Douglas, assessed to Thomas S. Nelson for 1929 and 1930, made to the Marine Bank of Crisfield, for the sum of twenty-two dollars and thirty-six 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 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 15th day of April, 1935, 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 $22.36.

James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said Harry E. Muir and on motion of the said Harry E. Muir, Collector, 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 8th day of May, 1935, 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.

James M. Crockett, 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. Milward Lemmon, Clerk.

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Samuel & Charles Hogan 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofor to wit, on the sixth day of February in the year nineteen hundred thirty-five 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 Samuel & Charles Hogan 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 Marine Bank of Crisfield, Purchaser.	No. 4656 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 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 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 Samuel & Chas. Hogan, in Crisfield Election District, Somerset County, Maryland, the sum of one dollars and nine-- cents, state taxes, and seven dollars and eighty-six cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 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 or persons or corporate institution to whom the property included in said bills was assessed, so far as there 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 advertisements and tax bills contained a clear

statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That on the 30th of June, 1930, the said County Commissioners made an annual levy of state and county taxes on the taxable property in said county, and that sixty days after said levy the said Harry T. Phoebus, then County Treasurer, 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, 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 from every such person, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Samuel & Chas. Hogan in Crisfield Election District, Somerset County, Maryland, the sum of one dollar and six cents, state taxes, and seven dollars and one 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, the Eastern Shore Republican, 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 every taxpayer and forwared 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 advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That the 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 Samual & Chas. Hogan, 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, and 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 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 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, being the real estate assessed to the said Samuel & Chas. Hogan, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 62. All that lot and improvements in said district, county and state, on South

Fourth street, in Crisfield, adjoining the lands of E. S. Cullen and Chas. E. Hearn, and assessed to Samuel & Chas. Hogan for 1926, 1927, 1928, 1929 and 1930, and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation, it being then and there the highest and best bidder therefor, at and for the sum of sixty-one dollars and fifty-two cents, which it has fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Harry 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 and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said 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, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 20th, 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 Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes; evied against the hereinafter described lots or parcels of land 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.

No. 62. All that lot and improvements in said district, county and state, on S. 4th st., in Crisfield, adjoining the lands of E. S. Cullen and Chas. E. Hearn, and assessed to Samuel and Chas. Hogan for 1926, 1927, 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer
for Somerset County, Maryland

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, Somerset County, Maryland, assessed to Samuel and Chas. Hogan for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The Marine Bank of Crisfield, Purchaser.	No. 4656 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 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland, on south fourt street, in Crisfield, adjoining the lands of E. S. Cullen and Chas. E. Hearn, assesssed to Samuel & Chas. Hogan for 1929 and 1930, made to the Marine Bank of Crisfield for the sum of sixty-one dollars and fifty-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 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 15th day of April, 1935, 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 $61.52.

James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said collector and on motion of the said collector 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 8th day of May, 1935, 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.

James M. Crockett, 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.

In the matter of the tax sale of real estate in Crisfield Election District Somerset County, Maryland, assessed to D. Huffman 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore, to wit, on the sixth day of February, in the year nineteen hundred thirty-five 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 D. Huffman 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 Marine Bank of Crisfield, Purchaser.	No. 4657 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 institution, 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 D. Huffman, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and thirty-nine cents, state taxes, and two dollars and seventy-eight cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 said "Eastern Shore Republican", published in Princess Anne, Maryland, and the "Crisfield Times", published in Crisfield, Maryland, 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 to whom the property included in said tax bill was assessed, so far 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 such taxes were not paid on or before the first day of January next succeeding

said notice, with interest thereon, such 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 and Collector as aforesaid, 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 from every such person, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of D. Huffman, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and thirty-eight cents, state taxes and two dollars and forty-eight cents, county taxes, and that said taxes were due and in arrears on the first 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 Eastern Shore Republican, 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 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 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 constituted a lien upon the real estate of the said D. Huffman, in Crisfield 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 the 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 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, the 20th 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 sale, for cash, all that lot of land, being the real estate assessed to the said D. Huffman, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 60. All that lot of land in said district, county and state, sixty-five by one hundred feet, on Windfall Ave., in Crisfield, adjoining the land of Thomas Martin and the Hudson property, and assessed to D. Hoffman for the years 1929 and 1930, and sold for taxes

due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation it being then and there the highest bidder therefor, at and for the sum of ten dollars and twenty-five cents, which it has fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit "A".

And I, the said Harry 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 and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said Somerset County, and made oath in due form of law that the matters and facts stated in the foregoing report of sale 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.

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

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 20th, 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 Crisfield 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 fue from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 60. All that lot in said district, county and state, 65 by 100 feet, on Windfall Ave., in Crisfield, adjoining the land of Thomas Martin and the Hudson property, and assessed to D. Huffman for 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer
for Somerset County, Maryland.

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, Somerset County, Maryland, assessed to D. Huffman for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The Marine Bank of Crisfield, purchaser.	No. 4657 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 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland, on Windfall Ave., in Crisfield, adjoining the lands of Thomas Martin and the Hudson property, assessed to D. Huffman for 1929 and 1930, made to the Marine Bank of Crisfield, for the sum of ten dollars and twenty-five cents, now fully paid, having been presented to the Court and by the Court examined and found to be regular, and it appearing that the provisions of law in relation thereto have been complied with;

It is thereupon this 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court in person or by attorney on or before the 15th day of April, 1935, 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 $10.25.

James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said collector and on motion of the said collector 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 8th day of May, 1935, 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.

James M. Crockett, 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 Lynn, Clerk.

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In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Joseph T. Stubbins and wife 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore, to wit, on the sixth day of February in the year nineteen hundred thirty-five 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 affi-

davit 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 Joseph T. Stubbins and wife 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 Marin Bank of Crisfield, Purchaser.	No. 4658 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 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 Joseph T. Stubbins and wife, in Crisfield Election District, Somerset County, Maryland, the sum of one dollars and sixty-seven cents, state taxes, and twelve dollars and three cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 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 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 advertisements 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 on the taxable property in said county, and that sixty days after said levy the said Harry T. Phoebus, then County Treasurer, 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, 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 from every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property of Joseph T. Stubbins and wife, in Crisfield Election District, Somerset County, Maryland, the sum of one dollars and sixty-three cents, state taxes, and ten dollars and seventy-three 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, the Eastern Shore Republican, 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 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 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 advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That 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 Joseph T. Stubbins and wife 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, and 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 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 taxes were due and to whom the property was assessed, and 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 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, being the real estate assessed to the said Joseph T. Stubbins and wife, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 154, All that lot and improvements in Crisfield Election District, Somerset County, Maryland, on First St., in Crisfield adjoining the lands of Jas. A. Somers and Louis Somers and Wm. J. Webb, and assessed to Joseph T. Stubbins and wife for 1929 and 1930 and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation, it being then and there the highest bidder therefor, at and for the sum of thirty-three dollars and thirty-one cents, which it has fully paid, and a copy of said advertisement is herewith marked 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 and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said 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, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

SEAL
OF
NOTARY

Dorothy H. Bloodsworth,
Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 20th, 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 Crisfield 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, 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 cost thereon.

No. 154. All that lot and improvements in said district, county and state, on First St., in Crisfield, adjoining the lands of Jas. A. Somers, Louis Somers and Wm. J. Webb, and assessed to Joseph T. Stubbins and wife for 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer,
for Somerset County, Maryland.

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, Somerset County Maryland, assessed to Joseph T. Stubbins and wife for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The Marine Bank of Crisfield, Purchaser.	No. 4658 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 20th, 1932, of real estate in Crisfield Election District, Somerset County, Maryland, on First St., in Crisfield, adjoining the lands of James A. Somers, Louis Somers and Wm. J. Webb, assessed to Joseph T. Stubbins and wife for 1929 and 1930, made to the Marine Bank of Crisfield, for the sum of thirty-three dollars and thirty-one 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 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 15th day of April, 1935, 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 $33.31.

James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said collector and on motion of the said collector 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 8th day of May, 1935, 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.

James M. Crockett, 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. Milbourne, Clerk.

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In the matter of the tax sale of real estate in Crisfield Election District Somerset County, Maryland, assessed to Walter E. Rayfield 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore to wit, on the sixth day of February in the year nineteen hundred thirty-five 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 Walter E. Rayfield, 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 Marine Bank of Crisfield, Purchaser.	No. 4659 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 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 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 Walter E. Rayfield, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and nineteen cents, state taxes, and one dollars and thirty-nine cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 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 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 advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That on the 30th of June, 1930, the said County Commissioners made an annual levy of state and county taxes on the taxable property in said county, and that sixty days after said levy the said Harry T. Phoebus, then County Treasurer, 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, 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 from every such person, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Walter E. Rayfield in Crisfield Election District, Somerset County, Maryland, the sum of no dollar and nineteen cents, state taxes, and one dollars and twenty-four 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, the Eastern Shore Republican, 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 every taxpayer and forwared 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 advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law;

That the 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 Walter E. Rayfield, 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, and 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 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 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, being the real estate assessed to the said Walter E. Rayfield, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 117. All that lot in said district, county and state, size eighty-five by two hundred feet, adjoining the lands of W. Todd, H. Rayfield, Luther Blades and W. E. Gibson, and assessed to Walter E. Rayfield for 1928, 1929 and 1930, and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation, it being then and there the highest bidder therefor, at and for the sum of eight dollars and eighty-two 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 and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said 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, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the following words, to wit:

TREASURER'S SALE FOR TAXES.

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 20th, 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 Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes ;evied against the hereinafter described lots or parcels of land 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.

No. 117. All that lot in said district, county and state, size eighty-five by two hundred feet, adjoining the lands of W. Todd, H. Rayfield, Luther Blades and W. E. Gibson, and assessed to Walter E. Rayfield for 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer,
for Somerset County, Maryland.

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, Somerset County Maryland, assessed to Walter E. Rayfield for 1929 and 1930, reported by Harry E. Muir, County Treasurer and Collector of state and county taxes for said Somerset County. The Marine Bank of Crisfield, Purchaser.	No. 4659 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 20th, 1932, of real estate in Crisfield Election District, Somerset County, Maryland, adjoining the lands of W. Todd, H. Rayfield, Luther Blades and W. E. Gibson, assessed to Walter E. Rayfield for 1929 and 1930, made to the Marine Bank of Crisfield, for the sum of eight dollars and eighty-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 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 15th day of April, 1935, 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 $8.82.

James M. Crockett, Judge.

And now at this day to wit, on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said collector and on motion of the said collector 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 8th day of May, 1935, 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.

James M. Crockett, 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.

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to May L. Justice 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 Marine Bank of Crisfield, Purchaser.	Be it remembered that heretofore to wit, on the sixth day of February in the year nineteen hundred thirty-five, 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 May L. Justice 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 Marine Bank of Crisfield, Purchaser.	No. 4660 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 institution, 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 May L. Justice, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and forty-four cents, state taxes, and three dollars and fifteen cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 said "Eastern Shore Republican", published in Princess Anne, Maryland, and the "Crisfield Times", published in Crisfield, Maryland, 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 to whom the property included in said tax bill was assessed, so far 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 such taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, such 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 and Collector as aforesaid, 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 from every such person, set of persons or corporate institution;

That by said levy the said County Commissiomers did levy upon the property of May L. Justice, in Crisfield Election District, Somerset County, Maryland, the sum of no dollars and forty-three cents, state taxes and two dollars and eighty-one cents, county taxes, and that said taxes were due and in arrears on the first 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 Eastern Shore Republican, 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 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 constituted a lien upon the real estate of the said May L. Justice, in Crisfield 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 the 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 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, the 20th 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 sale, for cash, all that lot of land, being the real estate assessed to the said May L. Justice, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 70. All that lot of land in said district, county and state, size fifty by one hundred feet, on First st., in Crisfield, adjoining the lands of Wm. J. Adams and L. W. Cox, and assessed to May L. Justice for 1926, 1927, 1928, 1929 and 1930, and sold for taxes due for said years, and sold the same to the Marine Bank of Crisfield, a Maryland corporation, it being then and there the highest bidder therefor, at and for the sum of twenty-eight dollars and sixty-two cents, which it has fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Harry 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 and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of January, 1935, 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 said Somerset County, and made oath in due form of law that the matters and facts stated in the foregoing report of sale 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.

SEAL
OF
NOTARY

Dorothy H. Bloodsworth, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

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 20th, 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 Crisfield 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 fue from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 70. All that lot in said district, county and state, size 50 by 100 feet, on First st., in Crisfield, adjoining the lands of Wm. J. Adams and L. W. Cox, and assessed to May L. Justice for 1926, 1927, 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer
for Somerset County, Maryland

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, Somerset County, Maryland, assessed to May L. Justice 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 Marine Bank of Crisfield, Purchaser.	No. 4660 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 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland on First Street, in Crisfield, adjoining the lands of Wm. J. Adams and L. W. Cox, assessed to May L. Justice for 1929 and 1930, made to the Marine Bank of Crisfield for the sum of twenty-eight dollars and sixty-two cents, now fully paid, having been presented to the Court, and found to be regular, and it appearing that the provisions of law in relation thereto have been complied with;

It is thereupon this 6th day of February, 1935, 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 5th day of March, 1935, warning all persons interested in said property to be and appear in this Court in person or by attorney on or before the 15th day of April, 1935, 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 $28.62.

James M. Crockett, Judge.

And now at this day to wit on the eight day of May in the year nineteen hundred thirty-five comes again into Court here the said collector and on motion of the said collector the Court here passed the following order, to wit:

It having been proved to the Court in the above entitled cause that 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 8th day of May, 1935, 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.

James M. Crockett, 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 Jones, Clerk.

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Elliott Ward, ex-parte. Trust created by mortgage from Joe Sigrist and Verena Sigrist, his wife, to Elliott Ward.	Be it remembered that heretofore to wit, on the twenty-first day of March in the year nineteen hundred and thirty-five, a certain Elliott Ward 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 Elliott Ward by Joe Sigrist and Verena Sigrist, his 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 Joe Sigrist and Verena Sigrist, his wife, of Somerset County, in the State of Maryland, witnesseth:

Whereas the said Joe Sigrist and Verena Sigrist, his wife, have this day borrowed from Elliott Ward, of said County and State, the sum of three thousand four hundred and seventeen dollars, and have executed and delivered to the said Elliott Ward their bill obligatory for said sum of three thousand four hundred and seventeen dollars, dated evenly herewith, payable to the said Elliott Ward three years after date, with interest from date, which said interest is payable annually, in which said bill obligatory the said Joe Sigrist and Verena Sigrist have reserved the right, after the expiration of one year from the date hereof, to make payments in sums of not less than five hundred dollars at any time before maturity; and whereas for the purpose of further securing the payment of said sum of money, with interest as aforesaid, the said Joe Sigrist and Verena Sigrist have agreed to execute this mortgage.

Now therefore this mortgage witnesseth, that for and in consideration of the premises, the said Joe Sigrust and Verena Sigrist, his wife, do grant and convey unto the said Elliott Ward, his heirs and assigns, all that farm or tract of land in Dublin and Westover Districts, Somerset County, Maryland, located at Green Hill, binding on the State Road leading from Westover to Pocomoke City, adjoining the lands of Beth Akerly and others, and containing one hundred and fifty acres, more or less, being the same and all the real estate and premises conveyed to the said Joe Sigrist by Ruth Harris and Artist Howell by deed bearing date the 28th day of December, 1921, recorded among the land records of said county in Liber W.J.S. No. 85, folio 234 etc. and is also all the real estate conveyed to the said Ruth Harris and Artist Howell by Arend Mulder and wife by deed dated the 27th day of December, 1918, recorded among said records in Liber W.J.S. No. 77 folio 459 etc, and is also all the real estate mentioned in a deed to the said Ruth Harris from the said Artist Howell dated the 6th day of December, 1919, recorded among said records in Liber W.J.S. No. 79, folio 391 etc; to which said deeds 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 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 Joe Sigrist and Verena Sigrist do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, his personal representatives or assigns, or Clarence P. Lankford, his or their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops 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, 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.

Joe Sigrist (Seal)

Test: Edgar A. Jones

Verena Sigrist (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-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Joe Sigrist and Verena Sigrist, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed.

Edgar A. Jones, J. P.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7 day of February, nineteen hundred twenty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Elliott Ward, the mortgagee in the within mortgage, and made oath in due form of law that the consideration mentioned and stated in the said mortgage is true and bona fide as therein set forth and stated.

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

SEAL
OF
NOTARY

Herbert L. Richardson, Notary Public.

Received for record March 10, 1922 and recorded in Liber W.J.S. No. 83, folio 200, one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said Elliott Ward, mortgagee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, Elliott Ward, principal, and Olin L. Daugherty and Ralph 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 Six Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 20th day of March, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Elliott Ward by virtue of the power and authority contained in a mortgage from Joe Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the sixth day of February, nineteen hundred and twenty-two, and recorded among the land records of said Somerset County in Liber W.J.S. No. 83, folio 200 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 Elliott Ward is about to exercise the power if 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 Elliott Ward 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 this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Elliott Ward (Seal)

Witness: Miss Bernice Daugherty

Olin L. Daugherty (Seal)

Ralph Sterling (Seal)

The above bond approved this 21st day of March in the year nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eight day of April in the year nineteen hundred thirty-five, the said mortgagee 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:

Elliott Ward, ex-parte. Trust created by mortgage from Joe Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4674 Chancery Circuit Court for Somerset County, Maryland.

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

The report of Elliott Ward, mortgagee, under and by virtue of a mortgage from Joe Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, bearing date the sixth day of February, 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 200 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 "Somerset News", 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 Court House Door, in Princess Anne, Maryland, on Tuesday, the second day of April, in the year nineteen hundred and thirty-five, at or about the hour of 2:30 o'clock P.M., and then and there proceeded to sell said real estate, being the real estate in said mortgage described and conveyed, in manner following, that is to say:

Your mortgagee offered at public sale to the highest bidder, all that farm or tract of land, with the improvements thereon, situate, lying and being in Dublin and Westover Districts, Somerset County, in the State of Maryland, located at Green Hill, binding on the State Road leading from Westover to Pocomoke City, containing one hundred and fifty acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Joe Sigrist by Ruth Harris and Artist Howell by deed bearing date the twenty-eighth day of December, in the year nineteen hundred and twenty-one, and recorded among said Land Records in Liber W.J.S. No. 85, folio 234 etc, and is also all the real estate and premises conveyed unto the said Ruth Harris and Artist Howell by Arend Mulder and wife by deed bearing date the twenty-seventh day of December, in the year nineteen hundred and eighteen, and recorded among said Land Records in Liber W.J.S. NO. 77 folio 459 etc, and is also all the real estate and premises mentioned in a deed to the said Ruth Harris from the said Artist Howell bearing date the sixth day of December, in the year nineteen hundred and nineteen, and recorded among said Land Records in Liber W.J.S. No. 79 folio 391, and which said property is also fully described in said mortgage, whereupon your mortgagee, Elliott Ward, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Four Thousand Dollars ($4,000.00) and your mortgagee has distributed the proceeds of said sale, as follows:

To whole amount of sales----------$4,000.00

By costs and expenses:

To Court Costs, including record----------$10.50

" State and County taxes, 1931, 1932, 1933 and 1934----------300.00

" Advertising sale and order nisi----------25.25

" Auctioneer----------2.00

" Solicitor----------10.00

" Commissions----------185.00

Balance of this fund to Elliott Ward, mortgagee, on account of mortgage debt, per mortgage filed in this cause----------3,467.25 $4,000.00

Statement of mortgage debt, owing to Elliott Ward, mortgagee, per mortgage filed in this cause.

Amount of mortgage February 6th, 1922----------$3,417.00.

Interest from February 6th 1931, to day of sale----------851.97

Total amount owing on day of sale----------$4,268.97

Less amount realized as above----------$3,467.25

Balance owing on mortgage debt.----------$801.72

And your mortgagee prays the ratification of his said proceedings, and of the sale and the distribution of the proceeds thereof by him made.

Respectfully submitted,

Elliott Ward, mortgagee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of April, in the year nineteen hundred and thirty-five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Elliott Ward, the mortgagee named in the aforegoing report of sales, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Fred N. Holland, Justice of the Peace.

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

Elliott Ward, ex-parte. Trust created by mortgage from Joe Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4674 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 8th day of April, in the year nineteen hundred and thirty-five that the sale of property mentioned in these proceedings, made and reported by Elliott Ward, mortgagee in a mortgage from Joe Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 6th day of February, nineteen hundred and twenty-two, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 83, folio 200 etc, 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 10th day of May next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 6th day of May next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the eleventh day of May in the year nineteen hundred thirty-five comes again into Court here the said mortgagee and on motion of the said mortgagee the Court here passed the following order, to wit:

Elliott Ward, ex-parte. Trust created by mortgage from Joe Sigrist and Verena Sigrist, his wife, to Elliott Ward.	No. 4674 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 11th day of May, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings, made and reported by Elliott Ward, mortgagee in a mortgage from Joe Sigrist and Verena Sigrist, his wife, to the said Elliott Ward, dated the 6th day of February, 1922, and recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S. No. 83, folio 200 etc, 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, and it is hereby ordered that Clarence P. Lankford be and he is hereby appointed trustee for the purpose of conveying the said real estate to the said Elliott Ward, the purchaser thereof.

James M. Crockett, 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.

S. Franklin Woodcock, mortgagee, ex-parte. Trust created by mortgage from Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, to S. Franklin Woodcock.	Be it remembered that heretofore to wit, on the twenty-fifth day of January in the year nineteen hundred thirty-five, a certain S. Franklin Woodcock 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 S. Franklin Woodcock by a certain Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, of said county and state, which said original copy of mortgage is in the words following, to wit:

This mortgage, made this 21st day of July, in the year nineteen hundred and thirty, by Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, of New York City, witnesseth:

Whereas, the said Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, are justly and bona fide indebted unto S. Franklin Woodcock, of Wicomico County, Maryland, in the sum of eighteen hundred dollars for the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Maxime L. Bergeron and Elizabeth F. Bergeron for said sum of eighteen hundred dollars, dated evenly herewith, and payable to the said S. Franklin Woodcock two years after date, with interest from the fourteenth day of June, 1930, payable semi-annually, and in which said bill obligatory the said Maxime L. Bergeron and Elizabeth F. Bergeron have reserved the right to pay the principal sum or any part thereof in multiples of five hundred dollars 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 eighteen hundred dollars, with interest as aforesaid, this mortgage

is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises the said Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, hereby grant and convey unto the said S. Franklin Woodcock, his heirs and assigns, all those lots or parcels of land situate, lying and being in Mount Vernon Election District, Somerset County, Maryland, described as follows:

1. All those lots or tracts of land on the county road leading through said district to Gibson's Point, adjoining the lands of Mary Murray and Plummer Bloodsworth and binding on Monie Bay, and containing 14½ acres of land, more or less.

2. All that lot of land on the easterly side of the above mentioned county road and fronting one hundred feet thereon and fronting fifty feet on the southerly side of Wicomico River.

The two above described parcels of land being the same and all the land which was conveyed to the said Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, by Louise E. Parsons by deed dated the 13th of May, 1930, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage.

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

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least ------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and 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: Louise E. Parsons

SEAL OF NOTARY

Maxime L. Bergeron (Seal)
Elizabeth F. Bergeron (Seal)

State of Maryland, Wicomico County, to wit:

I hereby certify, that on this 21st 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 Wicomico County aforesaid personally appeared Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed.

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

SEAL OF NOTARY

Louise E. Parsons, Notary Public.

State of Maryland, Wicomico County, to wit:

I hereby certify that on this 21st day of July, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared S. Franklin Woodcock, the mortgagee named in foregoing mortgage, and made oath in

due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

SEAL
OF
NOTARY

Louise E. Parsons, Notary Public

Received for record 22th July, 1930 and recorded in Liber G.W.L. No. 98, folio 410, one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk.

The Bill Obligatory referred to in the foregoing mortgage is in the words following, to wit:

$1800.00. July 21st, 1930. New York.

Secured by mortgage of even date herewith, for value received and for the balance of the purchase money for the real estate mentioned therein, two years after date we promise to pay to the order of S. Franklin Woodcock the sum of eighteen hundred dollars, with interest from the 14th of June, 1930, payable semi-annually, reserving the right to pay the principal sum, or any part thereof in multiples of five hundred dollars, at any interest paying period, with interest to the time of payment.

Witness our hands and seals.

Maxime L. Bergeron (Seal)

Witness: Louise E. Parsons

Elizabeth F. Bergeron (Seal)

And thereupon the said S. Franklyn Woodcock, mortgagee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, S. Franklyn Woodcock, of Wicomico County and State of Maryland, as principal, and Louise E. Parsons - Ruth W. Hostetter, of Somerset County and State of Maryland, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars ($4,000.00), 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, jointly and severally, firmly by these presents, sealed with our seals and dated this eleventh day of February, in the year of our Lord nineteen hundred and thirty-five.

Whereas, the above bounden, S. Franklyn Woodcock under and by virtue of the power contained in a mortgage from Maxime L. Bergeron and wife to S. Franklin Woodcock bearing date of the twenty-first day of July, 1930, and recorded among the Land Records of said Somerset County, in Liber G.W.L., No. 98, folio 410 and the said S. Franklin Woodcock 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 S. Franklyn Woodcock 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 of law.

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

Louise E. Parsons (Seal)

Test: Isabelle R. Johnson

Ruth W. Hostetter (Seal)

S. Franklyn Woodcock (Seal)

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirtieth day of March, in the year nineteen hundred thirty-five, the said mortgagee 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:

S. Franklin Woodcock, mortgagee, ex-parte. Trust created by mortgage from Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, to S. Franklin Woodcock.	No. 4647 Chancery Circuit Court for Somerset County, Maryland March Term, 1935.

To the Honorable, the Judges of said Court:

The report of sales of S. Franklin Woodcock, mortgagee named in a certain mortgage made and executed by Maxime L. Bergeron and Elizabeth F. Bergeron, his wife to S. Franklin Woodcock, and dated the 21st. day of July, 1930 and recorded among the Land Records of Somerset County in Liber G.W.L. No. 98, folio 410 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, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland on the 19th day of February in the year nineteen hundred and thirty-five at two o'clock P.M. and then and there proceed to sell property, to-wit:

All those lots or parcels of land, situate and lying in Mt. Vernon Election District in Somerset County and State of Maryland, and described as follows;

1. All those lots or tracts of land lying on the County Road leading through said district, to Gibsons Point, adjoining the lands of Mary Murray and Plummer Bloodsworth and binding on Monie Bay and containing 14½ acres of land, more or less.

2. All that lot of land on the Easterly side of said County Road and fronting one hundred feet on said Road and fronting fifty feet on the southerly side of Wicomico River.

The parcels of land being all of the land which was conveyed unto the said Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, by deed dated the 13th day of May 1930 and recorded among the land records of said Somerset County in G.W.L. NO. 100, folio 283 &c.

And sold the same to Louise E. Parsons, she being then and there the highest bidder therefor, at the sum of eleven hundred dollars, and the said purchaser has complied with the terms of sale

And the mortgagee further reports that he has distributed the aforesaid purchase price as follows:

Advertising sale (E Shore Republican.)	$20.00
Order Nisi. $4.00 B.C.Dryden Auctioneer $3.00	7.00
Clerks Costs including Sol. Fee.	20.50
Commissions for making sale.	78.00

Taxes	$11.30	$136.80
Mortgage debt and accrued interest		2412.00
Total amount due mortgagee		$2548.80
Less Amount realized from the within reported sale		$1100.00
Balance due mortgagee.		$1448.00

Respectfully submitted,

S. Franklyn Woodcock, Mortgagee.

State of Maryland, Wicomico County, Sct.

On this 29th day of March nineteen hundred and thirty-five personally appeared before me, Notary Public for Wicomico County, Maryland, S. Franklin Woodcock, mortgagee 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.

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

SEAL
OF
NOTARY

Louise E. Parsons, Notary Public.

My commission expires May 6-1935.

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

S. Franklin Woodcock, mortgagee, ex-parte. Trust created by mortgage from Maxime L. Bergeron and Elizabeth F. Bergeron, his wife to S. Franklin Woodcock.	No. 4647 Chancery Circuit Court for Somerset County, Maryland March Term, 1935.

Ordered this March 30th, 1935 that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by S. Franklin Woodcock, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of April, next, provided, a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 25th day of April next.

The report states the amount of Sales to be $1100.00.

James M. Crockett, Judge.

And now at this day to wit, on the twenty-second day of May in the year nineteen hundred and thirty-five comes again into Court here the said mortgagee and on motion of the said mortgagee the Court here passed the following order, to wit:

S. Franklin Woodcock, mortgagee, ex-parte. Trust created by mortgage from Maxime L. Bergeron and Elizabeth F. Bergeron, his wife, to S. Franklin Woodcock.	No. 4647 Chancery Circuit Court for Somerset County, Maryland May Term, 1935.

Ordered by the Court, this twenty-second day of May, 1935, that the sale made and distribution reported by the mortgagee 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.

James M. Crockett, Judge.

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

Per Millard Lemmo, Clerk.

S. Franklin Woodcock, assignee, ex-parte Trust created by mortgage from Elmer M. Pusey to Carrie B. McAllen and assigned to S. Franklin Woodcock.	Be it remembered that heretofore to wit, on the fourteen day of May in the year nineteen hundred and thirty-five, a certain S. Franklin Woodcock 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 B. McAllen by a certain Elmer M. Pusey of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 1st day of September in the year nineteen hundred and twenty-seven, by Elmer M. Pusey, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Elmer M. Pusey is indebted to Carrie B. McAllen, of said County and State, in the sum of fifteen hundred 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 Elmer M. Pusey for said sum, dated evenly herewith, and payable to the said Carrie B. McAllen in the following instalments, that is to say, one hundred dollars on the 1st day of July, 1928, one hundred dollars on the 1st day of July, 1929, one hundred dollars on the 1st day of July, 1930, one hundred dollars on the 1st day of July, 1931 and eleven hundred dollars on the 1st day of July, 1932, with interest on each instalment from the 1st day of July, 1927, payable annually from the 1st day of July, 1927, in which said bill obligatory the said Elmer M. Pusey 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 Elmer M. Pusey does grant and convey to the said Carrie B. McAllen, her heirs and assigns, all that lot or parcel of land in East Princess Anne Election District, in Somerset County, in the State of Maryland, on the south side of the county road leading from Princess Anne to the village of West, containing twenty-eight acres, more or less, which was conveyed to the said Elmer M. Pusey by the said Carrie B. McAllen 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 Carrie B. McAllen by Walter H. McAllen by deed dated the 2nd day of February, 1917, recorded among the land records of said county in Liber W.J.S. No. 71, folio 429 etc; to which said deeds and all the references in said deeds contained, reference is hereby made for full and particular description of the land hereby conveyed,

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 repectively 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 agreet 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 Elmer M. Pusey does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, her personal representatives or assigns, or H. Fillmore Lankford, her or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, her personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagor, or any person in his behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned; to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor 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, 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.

Witness the hand and seal of said mortgagor.

Test: Edgar A. Jones Elmer M. Pusey (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 1st day of September, 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, personally appeared Elmer M. Pusey, 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, Carrie B McAllen, 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 Sept. 1, 1927 and recorded in Liber G.W.L. 95, folio 244, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

For value recieved, I hereby assign the within mortgage to S. Franklin Woodcock, without recourse.

Witness my hand and seal this fifth day of May, 1933.

Test: Walter H. McAllen Carrie B. McAllen (Seal).

Filed for record 5th May, 1933 and recorded in Liber G.W.L. No. 95 folio 244.

Test: J. Millard Tawes, Clerk.

The Bill Obligatory referred to in the foregoing mortgage is in the words following, to wit:

$1500.00 September 1, 1927

Secured by mortgage of even date herewith, and for value received, and as part of the purchase money for real estate conveyed by said mortgage, I promise to pay to Carrie B. McAllen, Fifteen Hundred Dollars, in the following, installments, $100. on July 1st, 1928, $100. on July 1st, 1929; $100. on July 1st, 1930; $100. on July 1st, 1931 and $1100. on July 1st, 1932, with interest from 1st July, 1927, payable annually, on each instalment, but reserving the right to pay the entire sum with interest at any time, and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity, hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against me for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness hand and seal.

Witness: Edgar A. Jones Elmer M. Pusey (Seal)

7/25/32 By cash $368.00

leaving due $1200 with interest from 7/1/32.

Filed for record Mar. 14, 1935.

ASSIGNMENT

For value received, I hereby assign the within mortgage to S. Franklin Woodcock, without recourse.

Witness my hand and seal this fifth day of May, 1933.

Test: Walter H. McAllen Carrie B McAllen (Seal)

And thereupon the said S. Franklyn Woodcock, assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, S. Franklyn Woodcock, of Wicomico County and State of Maryland, as principal, and Louise E. Parsons, Ruth W. Hostetter, of Somerset County and State of Maryland, in the full and just sum of Two Thousand Five Hundred Dollars, ($2,500.00) 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, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of April, in the year of our Lord nineteen hundred and thirty-five.

Whereas, the above bounden, S. Franklyn Woodcock, under and by virtue of the power contained in a mortgage from Elmer M. Pusey to Carrie B. McAllen and assigned to said Woodcock, bearing date of the first day of September, nineteen hundred and twenty-seven, and recorded among the land records of said Somerset County, in Liber G.W.L. No. 95, folio 244, and the said Woodcock 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, S. Franklyn Woodcock, 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 of law.

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

S. Franklyn Woodcock (Seal)

Witness: Isabelle R. Johnson Louise E. Parsons (Seal)

Ruth W. Hostetter (Seal)

Which said bond was thus thereon endorsed to wit:

Bond approved this 8th day of April, 1935.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fifteenth day of April in the year nineteen hundred thirty-five, 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:

S. Franklin Woodcock, assignee, ex-parte. Trust created by mortgage from Elmer M. Pusey to Carrie B. McAllen and assigned to S. Franklin Woodcock.	No. 4673 Chancery Circuit Court for Somerset County, Marylandy March Term, 1935

To the Honorable, the Judges of said Court:

The report of sales of S. Franklin Woodcock, Assignee named in a certain mortgage made and executed by Elmer M. Pusey to Carrie B. McAllen and dated September first, nineteen hundred and twenty-seven and recorded among the Land Records of Somerset County in Liber G.W.L. No. 95, folio 244, 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 Eastern Shore Republican, a paper published in Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the 9th day of April in the year nineteen hundred and thirty-five at two o'clock P.M. and then and there proceed to sell property, to wit:

All that lot or parcel of land in East Princess Anne Election District in Somerset County, in the State of Maryland, on the south side of the County Road leading from Princess Anne to the village of West, containing twenty-eight acres, more or less, which was conveyed unto the said Elmer M. Pusey by the said Carrie B. McAllen, by deed dated the first day of September, nineteen hundred and twenty-seven, and recorded among the land records of said County, and being the same and all of the land which was conveyed to the said Carrie B. McAllen, by Walter H. McAllen, by deed dated the second day of February, nineteen hundred and twenty-seven, recorded among the land records of Somerset County in Liber W.J.S. No. 71, folio 429, etc.

And sold the same to Louise E. Parsons, she being then and there the highest bidder therefor, at the sum, sixteen hundred and sixty dollars, and the said purchaser has complied with the terms of sale.

And the assignee further reports that he has distributed the aforesaid purchase price as follows:

Advertising sale (E Shore Republican) & Order Nisi		$22.00	
Auctioneer, B. C. Dryden		3.00	
Clerk's Costs and Solicitors fee		20.50	
Commissions for making sale		106.00	
Taxes for years 1931, 1932, 1933 and 1934		119.84	271.34
Mortgage debt	$1200.00		
Interest	190.00		$1390.00
Total amount due assignee under mortgage			$1661.34.
Amount of sale as reported herein			1660.00
Balance due assignee			1.34

Respectfully submitted,

S. Franklyn Woodcock,
assignee.

State of Maryland, Wicomico County, Sct.

On this 13th day of April nineteen hundred and thirty-five personally appeared before me, Notary Public for Wicomico County, Maryland, S. Franklin Woodcock, 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.

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

SEAL
OF
NOTARY

Margie D. Parker, Notary Public.

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

S. Franklin Woodcock, Assignee, Ex-Parte. Trust created by mortgage from Elmer M. Pusey to Carrie B. McAllen and assigned to S. Franklin Woodcock.	No. 4673 Chancery Circuit Court for Somerset County, Maryland

Ordered this 15th day of April, 1935, that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by S. Franklin Woodcock, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of May, 1935, 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 May next.

The Report states the amount of Sales to be $1660.00.

James M. Crockett, Judge.

And now at this day to wit, on the twenty-second day of May in the year nineteen hundred thirty-five, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

S. Franklin Woodcock, Assignee. Ex Parte. Trust created by mortgage from Elmer M. Pusey to Carrie B. McAllen and assigned to S. Franklin Woodcock.	No. 4673 Chancery Circuit Court for Somerset County, Maryland May Term, 1935.

Ordered by the Court, this twenty-second day of May, 1935, 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.

James M. Crockett, 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 Milford Jones, Clerk.

The Marine Bank of Crisfield, a body corporate VS. Fletcher T. Morris, Sula May Morris, Edna Lee Hill, Nina May Blake, John Morris Ward and the Farmers Bank of Somerset County, a corporation.	Be it remembered that heretofore, to wit, on the seventh day of December in the year nineteen hundred and thirty-four, a certain Marine Bank of Crisfield, a body corporate, by Edgar A. Jones, its solicitor exhibited and filed in the Circuit Court here a bill of complaint against Fletcher T. Morris, Sula May Morris, Edna Lee Hill, Nina May

Blake, John Morris Ward and the Farmers Bank of Somerset County, a corporation, which said bill of complaint is in the words following to wit:

The Marine Bank of Crisfield, a body corporate VS. Fletcher T. Morris, Sula May Morris, Edna Lee Hill, Nina May Blake, John Morris Ward and the Farmers Bank of Somerset County, a corporation.	No. 4632 Chancery Circuit Court for Somerset County, Maryland.

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

Your Orator, who sues as well for itself as for all other creditors of John T. Morris, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining says:

(1) That the said John T. Morris was in his lifetime indebted unto your orator, the Marine Bank of Crisfield, a body corporate, in the full and just sum of one hundred and fifty dollars and thirty-five cents ($150.35) with interest from the 23rd day of July 1930, and seven dollars costs ($7.00) and fifteen dollars collection charges, as is evidenced by a judgement in favor of the said, the Marine Bank of Crisfield, a body corporate, vs the said John T. Morris, entred July 23rd, 1930, and recorded among the records of the Circuit Court for Somerset County in No 51 Appearances, July Term, 1930, as will more fully appear by reference to short copy of said judgement, filed herewith as part hereof, marked Exhibit "A".

(2) That the said John T. Morris, being so indebted as aforesaid unto your orator and also unto divers other persons, and having real estate of considerable value, departed this life during the year Nineteen hundred and thirty-three, intestate, leaving the following children and grandchildren as his heirs at law, Fletcher T. Morris, a son, Sula May Ward, a daughter, Edna Lee Hill, a daughter, Nina May Blake, a granddaughter, and John Morris Ward, a grandson, both children of a deceased daughter, Minnie Alice Ward, all of the heirs at law above mentioned being of full age of twenty-one years and residing in Somerset County, Maryland.

(3) On the said records of the Circuit Court for Somerset County, recorded in No. 87 Appearances, September Term 1933, there is a judgement in favor of the Farmers Bank of Somerset County vs Fletcher T. Morris and John T. Morris for the sum of $134.40, and your orator is informed that by reason of the said judgement the Farmers Bank of Somerset County, a body corporate is a proper party defendant to this suit.

(4) That your orator is informed and believes that the personal estate of the said John T. Morris, deceased, is of small value and wholly insufficient to pay the debts due and owing by him at the time of his death, and that no administration was ever had on the personal estate of the said John T. Morris.

To the end therefore:

(1) That the real estate of the said John T. Morris, or so much thereof as may be necessary for the purpose, may be sold for the payment of the aforesaid debt and all other debts as may be filed against the estate.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Fletcher T. Morris, Sula May Morris, Edna Lee Hill, Nina May Blake, John Morris Ward, all adults who reside in Somerset County, Maryland, and to The Farmers Bank of Somerset County, a body corporate, commanding them and it 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 and they have, why a decree ought not to pass as prayed.

Edgar A. Jones,
Solicitor for Complainant

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

In the Circuit Court for Somerset County — July Term, 1930

The Marine Bank of Crisfield, a body corporate — Short copy of Judgment No. 51

VS.

John T. Morris

Damages	$150.35
Costs	7.00
Collection Fee	15.00

Exemption waived

Date of Judgment--July 23, 1930

Interest from--July 23, 1930

Test: 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

Farmers Bank of Somerset County, a corporation of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in January next to answer the complaint of Marine Bank of Crisfield, a body corporate, 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 November Anno Domini 1934 issued the 7th day of December Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Fletcher T. Morris, Sula May Morris, Edna Lee Hill, Nina May Blake and John Morris Ward of Somerset County, Greeting:

You are hereby comanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in January next to answer the complaint of The Marine Bank of Crisfield, a body corporate 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 November Anno Domini 1934 issued the 7th day of December Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

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

Service admitted, Gordon Tull, Pres. Bank.

W. H. Dryden, Sheriff.

For the second said subpoena, Summons severally, copies left Fletcher T. Morris, Nina May Blake, Sula May Morris, John Morris Ward, Edna Lee Hill.

W. H. Dryden, Sheriff.

And thereafter to wit, on the twenty-fourth day of January in the year nineteen hundred thirty-five, the Court here passed the following order, to wit:

Marine Bank of Crisfield, a body corporate VS. Fletcher T. Morris et al.	No. 4632 Chancery Circuit Court for Somerset County, Maryland

It appearing from the proceedings in this cause that the defendants Fletcher T. Morris, Sula May Morris, Edna Lee Hill, Nina May Blake, John Morris Ward and The Farmers Bank of Somerset County, a corporation, have been duly summonsed, but have failed to appear and answer:

It is thereupon this 24th day of January, in the year Nineteen hundred and thirty-five adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of complaint in said cause exhibited, be and the same is hereby taken pro confessoe against all the non-answering 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.

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-eight day of February in the year nineteen hundred thirty-five, 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 to the Court here in the words following, to wit:

The Marine Bank of Crisfield, a body corporate Vs. Fletcher T. Morris, Sula May Ward, Edna Lee Hill, Nina May Blake, John Morris Ward and The Farmers Bank of Somerset County, a corporation.	No. 4632 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 22nd day of February 1935, in Somerset County, aforesaid, I did take the following testimony, to wit:

Paul L. Gunby, a witness of lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says:

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

Ans. My name is Paul L. Gunby, my age is 52 years, my residence is Marion Station, Maryland and my occupation is that of a Farmer.

Int. 2. Do you know the parties to this suit?

Ans. Yes.

Int. 3. Did you know the said John T. Morris, and if so, is he living or dead?

Ans. I knew the said John T. Morris. He is dead. He died December 8th, 1933.

Int. 3. Please state if you know, whether or not he left any personal property, and whether or not there was any administration on his estate?

Ans. He left no personal property, and there was no administration on his estate.

Int. 4. Please state where Mr. Morris resided in his lifetime and whether or not he left any real estate?

Ans. He resided about 3 miles from Marion Station, in Lawsons District, Somerset County, Maryland. He owned a small farm he inherited from his wife, Mary Elizabeth Morris, about 1914.

Int. 5. Please state in your opinion the value of said real estate and whether or not there was any improvements on same?

Ans. The property contains about 12 acres is improved by a four room Dwelling House, and is worth about $300.00.

Int. 6. Can you tell the names of the heirs at law of John T. Morris?

Ans. Yes, a son Fletcher T. Morris, two daughters, Sula May Ward and Edna Lee Hill, and two grandchildren Nina May Blake and John Morris Ward, children of a

deceased daughter, Minnie Alice Ward, all adults residing in Somerset County.

Int. 7. Can you state whether or not John T. Morris left a will?

Ans. No, he did not leave any will.

COURTS QUESTION?

Ans. That is all.

Witness: E. P. Wyatt Paul L. Gunby.

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

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

Ans. My name of John E. Cleary, my age is 79 years, my residence is Marion Station, Somerset County, Maryland and I am retired.

Int. 2. Do you know the parties to this suit?

Ans. Yes.

Int. 3. Did you know John T. Morris, and if so, is he living or dead, and if he is dead, did he leave a will and do you know whether or not there was any administration on his estate?

Ans. Yes, I knew John T. Morris and he is dead. He left no will and there has been no administration on hi estate. He died December 8th, 1933.

Int. 4. Please state, if you know, whether or not he left any personal property?

Ans. No, he did not leave any personal property.

Int. 5. Please state where Mr. Morris resided in his life time and whether or not he owned any real estate at the time of his death?

Ans. He resided in Lawsons District, Somerset County, Maryland, and owned a twelve acre tract of land, which was divised to him by a last will and testament by Mary Elizabeth Morris.

Int. 6. Please state your opinion of the value of the said real estate, and whether or there is any improvements on the same?

Ans. The property is improved by a small frame Dwelling and is worth approximately $300.

Int. 7. Can you tell the names of the heirs at law of John T. Morris?

Ans. Yes, he left a son, Fletcher T. Morris, two daughters, Sula May Ward and Edna Lee Hill, and two grandchildren, Nina May Blake and John Morris Ward, children of a deceased daughter, Minnie Alice Ward.

COURTS QUESTION?

Ans. That is all.

Test: Benson W. Sterling John E. his X mark Cleary

Witness: E. P. Wyatt

William M. Wooster, a witness of lawful age, produced on the part of the plaintiff, being duly, sworn, deposes and says:

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

Ans. My name is William M. Wooster, my age is 57, my residence is Crisfield, Somerset County, Maryland and my occupation is that of Cashier of The Marine Bank of Crisfield, Crisfield, Maryland.

Int. 2. Mr. Wooster do you know the parties to this suit?

Ans. I know the plaintiff but do not know the defendants.

Int. 3. Can you state whether or not John T. Morris, at the time of his death was indebted to The Marine Bank of Crisfield, and if so, to what extent, and how was the indebtedness evidenced?

Ans. He was indebted to the Marine Bank of Crisfield, in the sum of $150.35 with interest from July 23rd, 1930, Seven dollars cost and Fifteen Dollars collection charges.

Int. 4. Has any part of this indebtedness been paid since his death?

Ans. No.

COURTS QUESTION?

Ans. No.

Witness: E.P.Wyatt. William M. Wooster.

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 and paid by the plaintiff.

Bill of Costs:

Examiner----------$4.00

WITNESS MY HAND AND SEAL

Edward P. Wyatt (Seal)
Examiner in Chancery.

And thereupon on the second day of March in the year nineteen hundred thirty-five the following answer was made in the words following, to wit:

Marine Bank of Crisfield VS. Fletcher T. Morris et al.	No. 4632 Chancery Circuit Court for Somerset County, Maryland

The answer of Sula May Ward, one of the defendants in the above cause admits that her maiden name was Sula May Morris, that she is a daughter of the late John T. Morris and is the same person who was summoned in said cause under the name of Sula May Morris. She, the said Sula May Ward, consents to the amendment of the original bill of complaint, the titlin, decree pro confesso, by the insertion "Sula May Ward, waives further process and summons and consents to the passage of such decree as may be right and proper in the proceedings.

Witness: Paul L. Gunby. Sula May Ward (Seal)

And thereafter to wit, on the second day of March in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Marine Bank of Crisfield, a body corporate VS. Fletcher T. Morris, et al.	No. 4632 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The Petition of your complainant respectfully represents:

1st. That heretofore, to-wit on the 7th day of December 1934 it filed a bill of complaint and prayed that the real estate of John T. Morris, deceased, be sold for the payment of his debts.

2nd. In the titling of said suit the following persons were named as defendants, Fletecher T. Morris, Sula May Morris, Edna Lee Hill, Nina May Blake, and John Morris Ward, and summons was issued for the said defendants, all of whom were returned summoned severerally. None of said defendants appeared or answered and on the 24th day of January a decree pro confesso against the non-answering defendants was passed as was an order to

take testimony.

3rd. At the time the testimony was taken it was discovered that an error had been made in the titling in that one of the defendants had been designated by her maiden name, Sula May Morris, whereas as a matter of fact said defendant had been married and her real name is Sula May Morris Ward; she was summoned as Sula May Morris and the decree pro confesso was taken against her by that name.

To the end that the errors and mistakes in the proceeding made be corrected:

Your Petitioner prays leave to amend the titling, bill of complaint and decree pro confesso: by inserting after the name Sula May Morris, "Sula May Ward".

And that your Orator may have such other and further relief as its case may require.

Edgar A. Jones,

Solicitor for Complainant.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 26th day of February, 1935, before me the subscriber, A Notary Public of the State of Maryland, in and for Somerset County, personally appeared Edgar A. Jones, Solicitor for the complainant, and made oath in due form of law that the matters and facts stated in the above petition are true to the best of his knowledge and belief. As witness my hand and Notarial Seal.

SEAL
OF
NOTARY

Vernon E. White, Notary Public.

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

Upon the aforegoing petition and affidavit, it is this second day of March, 1935, by the Circuit Court for Somerset County, Maryland, sitting in Equity, ordered that Sula May Morris Ward be, and she is hereby made a party defendant in the aforegoing cause; and that the writ of subpoena issue directed to said Sula May Morris Ward requiring her to answer the bill of complaint in this cause as originally filed.

James M. Crockett, Judge.

And thereafter, to wit, on the thirteenth day of March in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

The Marine Bank of Crisfield, a body corporate VS. Fletcher T. Morris et al.	No. 4632 Chancery Circuit Court for 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 thirteenth day of March in the year nineteen hundred and thirty-five by the Circuit Court of Somerset County adjudged, ordered and decreed, that the property in the proceedings mentioned be sold, for the payment of the debts of John T. Morris, deceased; and that Edgar A. Jones be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of 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 Somerset County as he shall thing proper, of the time, place, manner and terms of sale,

which shall be one-half cash on the day of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser with a surety or sureties to be approved by the Trustee, or all cash at the option of the purchaser and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the trustee is directed to give notice to creditors of the said John T. Morris, deceased to file their claims, with the vouchers, thereof with the Clerk of the Circuit Court on or before the 10th day of May, 1935.

James M. Crockett, Judge.

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

Know all men by these presents, that we, Edgar A. Jones, of Somerset County, Maryland, and the Maryland Casualty Company, a Maryland corporation, are held and firmly bound unto the State of Maryland in the sum of 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, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of April, 1935.

Whereas, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the thirteenth day of March, 1935, and passed in a cause in said Court pending wherein The Marine Bank of Crisfield, a body corporate, is plaintiff, and Fletcher T. Morris and others are defendants, the same being No. 4632 on the Chancery docket of said Court, the above named Edgar A. Jones was appointed trustee with power to sell the real estate in said cause decreed to be sold, and whereas the said Edgar A. Jones is about to enter upon the execution of said trust;

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

Edgar A. Jones (Seal)

Maryland Casualty Company,

by

L. C. Beauchamp,

Attorney in fact.

Test: J. Earl Morris

CORPORATE SEAL

Which said Bond was thus endorsed, to wit:

The within bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixteenth day of April in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

The Marine Bank of Crisfield, a corporation VS. Fletcher T. Morris, et al.	No. 4632 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, Trustee appointed in the above cause respectfully represents:

That by virtue of the power and authority of a decree passed in this cause of the ------ day of March, in the year Nineteen hundred and thirty-five, and after having given bond with approved security, as required by said decree for the faithful performance of the trust reposed in him, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in Somerset County, Maryland, and by hand bills posted in conspicious places in said County and widely mailed to creditors, heirs and prospective purchasers, he did in pursuance of said notice attend in front of the Post Office door in Marion Station, Maryland, on Tuesday April 16th, 1935, at or about the hour of 10 o'clock A.M. and then and there proceeded to sell at public auction the following described real estate:

All that lot or tract of land, containing twelve acres, more or less, situate in Lawson's Election District, Somerset County, Maryland, bounded on the North and West by the lands of Paul Gunby, on the East and South by the lands of the Bank of Crisfield, being the same and all the land which was devised to John T. Morris, late of Somerset County, deceased, by Mary Elizabeth Morris by will dated November 6, 1914 and recorded among the testamentary records of Somerset County in Liber T.D. No. 21, folio 463, said property being improved by a four room frame dwelling.

Your Trustee sold the property above described to The Marine Bank of Crisfield, at and for the sum of three hundred dollars ($300.00) that being the highest bid received, and the purchaser has complied with the terms of sale.

Respectfully submitted,

Edgar A. Jones, Trustee.

State of Maryland, Somerset County, to-wit:

On this 16th day of April, in the year Nineteen hundred and thirty-five, before me, Clerk of the Circuit Court for Somerset County aforesaid, personally appeared Edgar A. Jones, Trustee named in the above report of sale and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

The Marine Bank of Crisfield, a corporation VS. Fletcher T. Morris, et al.	No. 4632 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale of property mentioned in these proceedings made and reported by Edgar A. Jones, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of May, 1935, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 18th day of May, 1935.

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

J. Millard Tawes, Clerk.

And now at this day, to wit: on the twenty-fourth day of May in the year nineteen hundred thirty-five comes again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor, aforesaid, the Court here passed the following order, to wit:

The Marine Bank of Crisfield, a corporation VS. Fletcher T. Morris, et al.	No. 4632 Chancery Circuit Court for Somerset County, Maryland

Ordered by this Court this 24th day of May, 1935, 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 Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Benj. A. Johnson, 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.

"""

Elmer M. Harper, Assignee of mortgage Vs. Marion S. Malone and Lena G. Malone, his wife.	Be it remembered that heretofore to wit, on the eight day of March in the year nineteen hundred thirty-five, a certain Elmer M. Harper 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 Maryland-Virginia Joint Stock Land Bank of Baltimore by a certain Marion S. Malone and Lena G. Malone, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

MARYLAND
AMORTIZATION MORTGAGE

This mortgage made this First day of December in the year One Thousand Nine Hundred and Twenty-Nine, by and between Marion S. Malone and Lena G. Malone, his wife, of Somerset County, in the State of Maryland, hereinafter referred to as party of the first part, and The Maryland-Virginia Joint Stock Land Bank of Baltimore, 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

Maryland-Virginia Joint Stock Land Bank of Baltimore in the full and just principal sum of Two Thousand Five Hundred Dollars ($2500), 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 December, 1929, for said principal sum of Two Thousand Five Hundred ($2500) Dollars, with interest thereon at the rate of six per centum, per annum, payable to the order of said Bank in sixty-five semi-annual payments of Eighty-Seven Dollars and Fifty Cents each and a final payment of Seventy-Two Dollars and Ninety-One 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 Maryland-Virginia Joint Stock Land Bank of Baltimore, its successors and assigns, the following described property, to wit:

All that tract or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the west side of the State Road leading from Princess Anne to Loretta, described as follows:

Beginning at a stone bounder on the western side of said state road, about one mile north of Princess Anne, and on the south side of a private road leading from the state road to the land of P. G. Fuller; thence by and with the southern side of said private road and binding thereon the three following courses and distances; North 71¼ degrees west 102-1/3 poles; north 48 degrees west 62-3/8 poles; south 71¼ degrees west 9¼ poles to a stone bounder, the southeast corner of Peter G. Fuller's land, thence by and with the lines reversed in a deed from M. S. Malone and wife to P. G. Fuller, duly recorded, the five following courses and distances: North 5 degrees east 52-2/5 poles to the woods; south 75 degrees east 7-3/5 poles by and with a ditch; north 7 degrees east 48 poles to a marked white Gum; north 7 degrees east 29-3/4 poles to a marked White Gum; North 7 degrees east 12½ poles to a marked White Oak standing on the 6th line of the deed from Malone and wife to J. B. Roberts, duly recorded, and the north-east corner of the said P. G. Fuller's land; thence south 69¼ degrees east by and with the sixth line reversed in said deed to John B. Roberts 57-1/5 poles to a stone bounder at the north-west of the land conveyed by said M. S. Malone and wife to W.W. Privott, by deed duly recorded; thence running by and with the land conveyed by said Malone to said Privott the seven following courses and distances: South 1¼ degrees east 48-1/5 poles; thence south 3 degrees west 7-35/100 poles; south 81½ degrees east 25 poles; south 81½ degrees east 42-3/5 poles; south 68-3/4 degrees east 12¼ poles; south 27 degrees West 28½ poles; south 60½ degrees east 36½ poles to said state road; thence by and with the western side of said state road to the place of beginning, and containing 91½ acres, more or less, being a part of the land which was conveyed to the said Marion S. Malone by J. F. Brittingham, et al, executors, by deed dated the 25th day of August, 1900, recorded among said land Records in Liber O.T.B. No. 28, folio 356.

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 all buildings and improvements thereon and all rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertain-

ing.

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 of 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 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 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 be some 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 property 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 it is further agreed by the parties hereto, that upon a sale of the property hereby mortgaged, under the powers herein granted, any and all annual crops then pitched or cultivated on said land, by the said party of the first part, or those claiming under him, shall pass with said land to the purchaser at said sale.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage, allowed as commissions aforesaid, which said expenses, costs and commission the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenants to pay; and the said mortgagee, its successors or assigns, or its duly appointed agent or attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof,

unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses, and commissions.

It is further covenanted and agreed that if the said party of the first part has heretofore 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 privileges, the rents, profits, royalties and revenues at any time arising from such option, lease, right or privilege during the continuance of this mortgage, and accruing to party of the first part, whether said option, lease, right or privilege be operated or exercised or not, at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors' interest in said option, lease, right or privilege for the purpose aforesaid; provided that in all cases where said option, lease, right or privilege has not been exercised or operated before the making of this indenture, but is thereafter exercised or operated, thereupon the party of the second part shall, at its election, have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this indenture; provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days' notice in writing to the party of the first part of such election and demand for payment of the said debt; and no such option, lease, right or privilege for any mineral, coal, oil or other 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 One Thousand (Tornado Insurance) Two Thousand Five Hundred (Fire Insurance) 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.

Marion S. Malone (Seal)

Teste: Vernon E. White. Lena G. Malone (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 3rd day of December in the year One Thousand Nine Hundred and Twenty-Nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marion S. Malone, and Lena G. Malone, 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 L. Creston Beauchamp, Agent of said Bank, mortgagee, 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 4, 1931.

Received for record Dec. 3, 1929, same day entered for record in Liber G.W.L., No. 99 folio 384 etc, One of the Land Records of Somerset County, State of Maryland, and examined per:

Geo. W. Lawson, Clerk.

ASSIGNMENT

For the purpose of foreclosure, The Maryland-Virginia Joint Stock Land Bank of Baltimore, does hereby assign the within mortgage to Elmer M. Harper.

As witness the hand of Charles H. Buck, Vice-President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, duly attested by the Secretary, with the Corporate Seal affixed this 5th day of March, in the year Nineteen Hundred and Thirty-five.

Attest: B. H. Engle, Secretary

Chas. H. Buck, Vice-President.

CORPORATE SEAL

Filed for record March 9th, 1935 and recorded in Liber J.M.T. No. 106, folio 391.

Test: J. Millard Tawes, Clerk.

And thereupon the said Elmer M. Harper, assignee, filed in Court here a bond in the words following, to wit:

Know All Men By These Presents: That we, Elmer M. Harper, of Baltimore, Maryland, as principal, and the Seaboard Surety Company of New York, New York, as Surety, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand 00/100 Dollars ($3000.00) to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Sixth day of April, in the year of our Lord nineteen hundred and thirty-five.

Whereas, the above bounden Elmer M. Harper, by virtue of a power contained in a mortgage from Marion S. Malone and Lena G. Malone, his wife, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated December 1st, 1929, and recorded among the Land records of Somerset County, State of Maryland, in Liber G.W.L. No. 99, folio 384, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Elmer M. Harper is about to execute the power vested in him in said mortgage.

Now the condition of the above obligation is such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Elmer M. Harper (Seal)

Witness: Hudson T. Lozcaux

SEABOARD SURETY COMPANY (SEAL)
80 John Street, New York, N. Y.

BY: Illegible
Resident Vice President

Ruth L. Holmer, As to Surety:

CORPORATE SEAL

BY: Fred----------
Resident Asst. Secretary
406 Water St., Baltimore, Md.

Which said bond was thus thereon endorsed to wit:

The within bond approved & filed.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixteenth day of April in the year nineteen hundred thirty-five, 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:

Elmer M. Harper, Assignee of Mortgage VS. Marion S. Malone and Lena G. Malone, his wife.	IN THE CIRCUIT COURT FOR SOMERSET COUNTY IN EQUITY

The, Report of Sale of Elmer M. Harper, Assignee of Mortgage, made in the exercise of the power and authority vested in him by virtue of the mortgage referred to and filed in the above entitled cause, respectfully shows:

That, default having occurred in said mortgage, after having given bond with security for the faithful performance of his trust, which was duly approved and after having complied with all other prerequisites as required by law and giving notice of the time,, place manner and terms of sale by advertisements inserted in the "Marylander & Herald," a newspaper published in Somerset County, for more than twenty days before the sale, as per advertisement of sale hereto attached, he did, pursuant to said notice, attend on the premises, near Princess Anne, Somerset County, Maryland, on Tuesday, April 9th, 1935, at 3:30 o'clock P.M., and then and there proceeded to sell said property described in said mortgage, that is to say:

The, undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being all that farm containing ninety-one and one-half acres, more or less, situate in West Princess Anne Election District of Somerset County, Maryland, on the West side of the State Road leading from Princess Anne to Loretta, and more particularly described or referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof and did then and there sell the fee simple property described in said advertisement of sale unto The Maryland-Virginia Joint Stock Land Bank of Baltimore, at and for the sum of Three Thousand dollars ($3,000.00), it being the highest bidder therefor.

All of which is respectfully submitted.

Elmer M. Harper,
Assignee of Mortgage.

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 15th day of April, in the year one thousand, nine hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elmer M. Harper, Assignee of Mortgage as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale, are true to the best of his knowledge and belief and that the sale reported was fairly made.

As witness, my hand and notarial seal.

SEAL
OF
NOTARY

William H. Schaefer, Notary Public.

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

Elmer M. Harper, Assignee of mortgage VS. Marion S. Malone and Lena G. Malone, his wife.	No. 4671 Chancery Circuit Court for Somerset County, Maryland

Ordered, this 16th day of April, 1935, by the Circuit Court for Somerset County, as a Court of Equity, that the sale made by Elmer M. Harper, Assignee of Mortgage, to The Maryland-Virginia Joint Stock Land Bank of Baltimore and reported in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of May, 1935, 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 said 14th day of May, 1935. The Report states the amount of the sale to be Three Thousand Dollars ($3,000.00).

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

And now at this day to wit, on the twenty-seventh day of May in the year nineteen hundred thirty-five comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

Elmer M. Harper, Assignee of Mortgage VS. Marion S. Malone and Lena G. Malone, his wife.	No. 4671 Chancery Circuit Court for Somerset County, Maryland

Ordered, this 27th day of May, 1935, by the Circuit Court for Somerset County, sitting as a Court of Equity, and by the authority thereof, that the sale made by Elmer M. Harper, Assignee of Mortgage, and reported 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 notice appears to have been given as required by the preceding order.

James M. Crockett, Judge
of the Circuit 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.

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Maude Barnette, Thomas L. Barnett, her husband, and May Cannon.	Be it remembered that heretofore, to wit, on the second day of March in the year nineteen hundred thirty-five, a certain John J. Ghingher by Edgar A. Jones, his solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Maude Barnette,

Thomas L. Barnett, her husband, and May Cannon which said bill of complaint is in the words following, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Maude Barnette, Thomas L. Barnette, her husband, and May Cannon.	No. 4670 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

Your Orator, who sues as well for himself as for all other creditors of Philetus H. Cannon, late of Somerset County, deceased, who will come in and contribute to the expense of this uit, complaining says:

First: That by a decree of the Circuit Court for Somerset County, in Equity, passed in Chancery Cause No. 4367, on the twenty-fourth day of February, nineteen hundred and thirty-three, your Orator was duly appointed Receiver for the said Peoples Bank, and by further order of said Court, passed in said Chancery Cause on the 1st day of March, nineteen hundred and thirty-five, your Orator was authorized to bring this suit.

Second: That a certain Philetus H. Cannon, late of Somerset County, deceased, was in his life time and at the time of his death indebted to the said Peoples Bank of Somerset County as endorser on two promissory notes, both made by Thomas L. Barnette and Maude Barnette, as follows: (1) Note for the principal sum of $500.00, due November seventh, nineteen hundred and thirty-one, with interest from said date, and ten per cent collection charges, copy of which said note is filed herewith as part hereof, marked "Plaintiff's Exhibit A", the original having been filed in the Circuit Court for Somerset County in No. 115 Appearances, September Term, 1932, to support a judgment by confession against the makers and the said endorser, which said judgment your Orator so far has been unable to collect. (2) Note for the principal sum of $74.00, due November fifteenth nineteen hundred and thirty-one, with interest from said date, and ten per cent collection charges, copy of which said note is filed herewith as part hereof, marked "Plaintiff's Exhibit B", the original thereof having been filed in the Circuit Court for Somerset County with the note first above described, to support a judgment by confession against the said makers and endorser.

Third: That being so indebted to your Orator, as well as to divers other persons, the said Philetus H. Cannon departed this life, intestate, on the twenty-third day of July, nineteen hundred and thirty-three, leaving as his only heirs at law, his wife, Amelia H. Cannon, and two daughters, Maude Barnette, who inter-married with Thomas L. Barnette, and May Cannon, unmarried, all adults living in Somerset County, Maryland. That since the said death of the said Philetus H. Cannon, Amelia H. Cannon has departed this life intestate, leaving as her only heirs at law the said Maude Barnette and May Cannon.

Fourth: That no administration was ever had on the estate of the said Philetus H. Cannon; that he had no personal estate sufficient to pay his indebtedness at the time of his death, but that he did die seized of real property, situate in St. Peter's Election District, of considerable value; your orator is advised and believes, and therefore, charges that it will be necessary to sell all of the real estate of which the said Philetus H. Cannon died seized to pay said debts.

To the end therefore:

(1) That the real estate of which the said Philetus H. Cannon died seized, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your Orator and those of other unsatisfied creditors of said deceased.

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

May it please your Honor to grant unto your Orator the writ of subpoena directed to the said Maude Barnette, Thomas L. Barnette and May Cannon, 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.

And as in duty bound,

Edgar A. Jones,

Solicitor for Complainant.

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

No. 900 Due Nov. 7, 1931

Princess Anne, Md., July 7, 1931

$500.00

Four months after date we promise to pay to the order of Peoples Bank of Somerset County the sum of Five hundred & 00/100 Dollars.

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.

Thos. L. Barnette

Maude Barnette

Endorsed--P. H. Cannon

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

No. 901 Due Nov. 15, 1931

$74.00 Princess Anne, Md., July 15, 1931

Four months after date we promise to pay to the order of Peoples Bank of Somerset County the sum of Seventy-four & 00/100 Dollars

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.

Thos. L. Barnette

Maude Barnette

Endorsed P. H. Cannon

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,

Maude Barnette, Thomas L. Barnette and May Cannon 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 John J. Ghingher, Receiver for the Peoples Bank of Somerset County against you in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Anno Domini 1935 issued the 2nd day of March Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

"To Lie"

And thereafter to wit, on the fifth day of March in the year nineteen hundred thirty-five, the following answer was filed in the words following, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Maude Barnette, Thomas L. Barnette, and May Cannon.	No. 4670 Chancery Circuit Court for Somerset County, Maryland

The answer of Maude Barnette, Thomas L. Barnette and May Cannon to the bill of complaint in the above cause admits the allegations therein set forth and consents to the taking of testimony in proof of same and to the passage of such decree as may be right and proper in the proceedings.

May Cannon (Seal)

Maude Barnette (Seal)

Witness: Carlos Bozman

Thos. L. Barnette (Seal)

And thereafter to wit, on the fifth day of March in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Maud Barnette et al.	No. 4670 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court,

The Petition of the Complainant in the above cause respectfully represents:

That all of the defendants are adults and have filed answers to the bill of complaint in said cause, admitting the allegations therein set forth and consenting to the passage of such decree as may be right and proper in the premises.

Your Petitioner therefore prays that he be granted leave to take testimony, in support of the allegations in said bill, before one of the standing examiners of this Court.

And as in duty bound etc.,

Edgar A. Jones,
Plaintiff's Attorney.

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

Ordered this 5th day of March, 1935, by the Circuit Court for Somerset County, that leave be, and the same is hereby granted the plaintiff to take testimony as prayed before one of the standing examiners of this Court.

James M. Crockett, Judge

And afterwards, to wit, on the eleventh day of March in the year nineteen hundred thirty-five, 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:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County, VS. Maude Barnette et al.	No. 4670 Chancery In the Circuit Court for Somerset County, Maryland

In the above cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, a standing examiner of this Court, do hereby certify that at my office in Princess Anne, Maryland, on Saturday March 9th, 1935, I did take the following depositions, that is to say:

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

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

Ans. Thomas L. Barnette, 66 years, Princess Anne, retired farmer.

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 only know of the plaintiff. I am one of the defendants and have know the others many years. They are all above the age of twenty one years and reside in Princess Anne, Somerset County, Maryland.

Int. 3. Did you know Philetus H. Cannon? If yea is he living or dead. If dead when did he die and did he or not leave a will.

Ans. Yes I knew Mr. Cannon, he died on the 23rd day of July 1933 and left no will.

Int. 4. State whether or not the said Mr. Cannon left any personal estate, and if so was it or not sufficient to pay the debts owing by him at the time of his death.

Ans. Mr. Cannon left virtually no personal estate, there was never any administration on his estate and it was whooly insufficient to pay his debts.

Int. 5. State wheather the said P. H. Cannon owned any real estate at the time of his death. If so please described it and state its value.

Ans. He left about twenty five acres of land situate in St. Peters Election District, Somerset County, Maryland on the old County road from Princess Anne to Deals Island at Monie. The whole acreage is made up from the following small tracts of land. 1st. All that lot containing 7 9/16 acres which was conveyed to the said P. H. Cannon by Stephen Morgan by deed dated Jan. 1, 1887 and recorded among the land records of Somerset County in Liber H.F.L. No. 5, folio 218; 2nd. All that lot which was conveyed to the said P. H. Cannon by Robert H. Brattan, administrator, by deed dated October 28, 1890 and recorded among the aforesaid land records in Liber H.F.L. No. 9, folio 25, except so much thereof as was conveyed by the said P. H. Cannon to George Bounds by deed dated February 2, 1914, this lot containing 8 acres, more or less, 3rd. All that lot containing four acres, more or less, which was conveyed to the said P.H. Cannon by Charles L. Wilson and wife by deed dated June 13, 1891 and recorded as aforesaid in Liber H.F.L. No. 10, folio 347. 4th. All that lot which was conveyed to the said P. H. Cannon by Sally J. Bedsworth and husband by deed dated October 10, 1891 and recorded

as aforesaid in Liber H.F.L. 10, folio 348, conttaing 5 acres, more or less; 5th. All that lot containing one acre more or less which was conveyed to the said P.H. Cannon by Charles L. Wilson and wife by deed dated September 23, 1891 and recorded as aforesaid in Liber H.F.L. No. 10 folio 349. The value of the whole property in my opinion is approximately $700.00.

Int. 6. State who are the heirs at law of the said P. H. Cannon.

Ans. He left as his only heirs at law a widow, Amelia H. Cannon, and two daughters, Maude Barnette, who married me, and May Cannon. Since the death of Mr. Cannon Mrs. Cannon has died leaving as her only heirs at law, the said two daughters.

Court Question and Answer.

"Nothing further".

Test: Harry C. Dashiell Thos. L. Barnette

May Cannon, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. May Cannon, 55 years, teacher, residing in Princess Anne, Md.

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 only know the plaintiff through reputation. I am one of the defendants and the other two are my sister and brother-in-law. We all are adults and reside in Princess Anne, Md.

Int. 3. Did you know Mr. P. H. Cannon? If so please state wheather he is living or dead, if dead, wheather or not he left a will and if he did not who are his heirs at law.

Ans. He was my father and died July 23rd, 1933. He left no will and his only heirs at law were my mother, Mrs. Amelia H. Cannon, my sister Maude, who intermarried with Thomas L. Barnette and my self. My mother, the said Amelia H. Cannon has since died leaving my sister and myself as her only heirs at law.

Int. 4. Please state whether or not your father left sufficient personal estate to pay his debts and whether or not there was an administration on his estate.

Ans. He left personal estate of insufficient value to pay his debts and there was never any administration on it.

Int. 5. Please state whether or not your father owned any real estate at the time of his death.

Ans. Yes, he owned about twenty-five acres of land in St. Peters Election District, Somerset County, Maryland, on the old Deals Island road at Monie, Post Office. This is improved by a frame dwelling and storehouse.

Int. 6. Please state the value of this property in your opinion.

Ans. In my opinion this property is worth $600.00.

Test: Harry C. Dashiell May Cannon.

Frances H. Benson, a witness of lawful age, being first duly sworn, deposing says.

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

Ans. Frances H. Benson, 28 years, representative of the Receiver of the Peoples Bank of Somerset County, and my residence is Princess Anne, Md.

Int. 2. Please state your duties as Representative of the Receiver.

Ans. I keep the books of the Peoples Bank of Somerset County and all collections on items due the Receiver of that institution come through me.

Int. 3. Please state whether or not Mr. P. H. Cannon was indebted to the Receiver at the

time of his death, If so to what extent and how is that indebtedness evidenced.

Ans. Mr. Cannon was indebted to Mr. Ghingher as Receiver, as an endorser on two promisory notes, both made by Thomas L. Barnette and Maude Barnette, one for the principal sum of $500 dated July 7th, 1931 and due November 7th, 1931, and the other for the sum of $74.00 dated July 15th, 1931 and due November 15th, 1931, both payable to the order of the Peoples Bank of Somerset County. These two notes are secured by Judgement recorded among the records of the Circuit Court for Somerset County in No. 115 Appearances, September Term 1932. The amount now due on these notes is $605.43 with interest from Oct. 8th, 1932, $57.40 collection charges and $7.00 costs, no part of which has been paid.

Test: Harry C. Dashiell Frances H. Benson

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 9th day of March, nineteen hundred and thirty-five.

Harry C. Dashiell (Seal)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell Examiner $4.00

And thereafter, to wit, on the twenty-eight day of March in the year nineteen hundred thirty-five 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. Maude Barnette et al.	No. 4670 Chancery Circuit Court for 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 twenty-sixth day of March in the year nineteen hundred and thirty-five by the Circuit Court for Somerset adjudged, ordered and decreed, That the property in the proceedings mentioned or so much thereof as may be necessary be sold, for the payment of the debts of Philetus H. Cannon, deceased and that Edgar A. Jones, 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 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 weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-half cash on the day of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser with a surety or sureties to be approved by the trustee, or all cash at the option of the purchaser and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit

annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee, shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. And at the time of advertising said Trustee is directed to give notice to creditors of the said Philetus H. Cannon, deceased, to file their claims, with the vouchers thereof, with the Clerk of the Circuit Court for Somerset County on or before the 31st day of May, 1935.

James M. Crockett, Judge.

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

Know all men by these presents:

That we, Edgar A. Jones, E. Mace Smith and Edw. S. Bozman 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 and executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this seventeenth day of April, nineteen hundred and thirty-five.

Whereas, the above bounden, Edgar A. Jones, 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 J. Ghingher, Receiver for the Peoples Bank of Somerset County vs. Maude Barnette, et al, the same being No. 4670 on the Chancery Docket of said Court and now pending in said Court.

Now the conditions of the above obligation is such, that if the above bounden, Edgar A. Jones, do and shall well and faithfully perform the trusts reposed in him by said decree or that may be reposed in him by any future order or decree, in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness as to Edgar A. Jones et al — Edgar A. Jones (Seal)
Geo. Norman Pusey — E. Mace Smith (Seal)
Edward S. Bozman (Seal)

Which said Bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the thirtieth day of April in the year nineteen hundred thirty-five, 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 J. Ghingher, Receiver for the Peoples Bank of Somerset County, VS. Maude Barnette et al.	No. 4670 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, Trustee appointed in the above cause, respectfully represents:

That by virtue of the power and authority of a decree passed in this cause on the 26th day of March, in the year Nineteen hundred and thirty-five, and after having given bond with approved security, as required by the said decree for the faithful performance of the Trust reposed in him, and after giving more than twenty days 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 hand bills posted in conspicious places in the community and mailed to parties in interest, he did in pursuance of said notice attend in front of the Court House door in Princess Anne, Maryland, on Saturday April 27th, 1935, at about the hour of two o'clock P.M. and then and there proceeded to sell at public auction all the following described real estate:

All those lots or parcels of land situate in St. Peters Election District, Somerset County, Maryland, on the old County road from Venton to Dames Quarter, and near Monie Postoffice, containing in the aggregate twenty-five acres, more or less, and being a consolidation of the following tracts or parcels of land: First all that lot containing 7 9/16 acres which was conveyed to Philetus H. Cannon by Stephen Morgan by deed dated January 1, 1887 and recorded among the land records of Somerset County in Liber H.F.L. No. 5 folio 218; Second all that lot which was conveyed to the said P. H. Cannon by Robert H. Brattan, Administrator by deed dated October 28th, 1890 and recorded as aforesaid in Liber H.F.L. No. 9 folio 25, except so much thereof as was conveyed by the said Cannon to George Bounds by deed dated February 2, 1914, this lot now containing 8 acres, more or less; Third, all that lot containing four acres, more or less, which was conveyed to the said Cannon by Charles L. Wilson and wife by deed dated June 13, 1891 and recorded as aforesaid in Liber H.F.L. No. 10, folio 347; Fourth, All that lot which was conveyed to the said Cannon by Sallie J. Bedsworth and husband by deed dated October 10, 1891 and recorded as aforesaid in Liber H. F. L. No. 10 folio 348, containing five acres, more or less; Fifth, all that lot containing one acre, more or less, which was conveyed to the said Cannon by Charles L. Wilson and wife by deed dated September 23rd, 1891 and recorded as aforesaid in Liber H. F. L. No. 10, folio 349, and sold the said tracts of land to May Cannon, at and for the sum of three hundred dollars, she being the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of the Trustee.

And the Trustee charges himself with the proceeds of said sale as cash, and prays the ratification of his proceedings in the premises.

Respectfully submitted,

Edgar a Jones, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of April, before me, the subscriber, Clerk of the Circuit Court for Somerset County, State of Maryland, personally appeared Edgar A. Jones, Trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in the above report are true to the best of his

knowledge and belief and that the sale therein reported was fairly made.

As witness my hand 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:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Maude Barnette, et al.	No. 4670 Chancery Circuit Court for Somerset County, Maryland

It is ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 30th day of April, 1935, that the report of Edgar A. Jones, Trustee mentioned in the foregoing report of sale, and the sale of the real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on of before the 3rd day of June, 1935, provided a copy of this order be inserted in some weekly newspaper published in Somerset County once in each of three successive weeks before the 1st day of June 1935.

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

J. Millard Tawes, Clerk.

And now at this day, to wit: on the fifth day of June in the year nineteen hundred thirty-five 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 J. Ghingher, Receiver for the Peoples Bank of Somerset County VS. Maude Barnette	No. 4670 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 5th day of June, in the year Nineteen hundred and thirty-five, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of sale of Edgar A. Jones, Trustee, and the sale by him reported are hereby finally ratified and confirmed.

James M. Crockett, 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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Armour Fertilizer Works, a corporation VS. Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford and George Olden Lankford.	Be it remembered that heretofore to wit, on the thirty-first day of January in the year nineteen hundred thirty-four, a certain Armour Fertilizer Works, a corporation, by Edgar A. Jones, its solicitor, exhibited and filed in the

Circuit Court here a bill of complaint against Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford and George Olden Lankford, which said bill of complaint is in the words following, to wit:

Armour Fertilizer Works, a corporation, Vs. Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford and George Olden Lankford.	No. 4460 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the said Court.

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

(1) That the said George Lankford was in his life time indebted unto your orator, Armour Fertilizer Works, a corporation, in the full and just sum of one hundred and forty seven dollars and eighty cents, with twenty two dollars and six cents collection charges and seven dollars costs, evidenced by a judgement secured in the Circuit Court for Somerset County on November 27, 1931, against the said George Lankford and Olivia Lankford, and recorded in No. 140 Appearances September Term, 1931 of said Court, as will fully appear by reference to the short copy of said judgement, filed herewith as part hereof and marked Exhibit "A".

That the said George Lankford, being so indebted as aforesaid unto your orator and also unto divers other persons, and having real estate of considerable value, departed this life on the 25th day of August, 1932, intestate, leaving a widow, Olivia Lankford, an adult, resinding in Somerset County, and the following children as his only heirs at law, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford, all adults and George Olden Lankford, an infant, all of whom reside in said Somerset County, Maryland.

That your orator is informed and believes that the personal estate of the said George Lankford, upon which no administration was ever had, is of small value and wholly insufficient to pay the debts due and owing by him at the time of his death.

To the end therefore:

(1) That the real estate of the said George Lankford, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the aforesaid debt and all other debts as may be filed against the estate.

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

May it please your honor to grant unto your orator the writ of subpoena directed to the said Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford and George Olden Lankford, all adults except the said George Olden Lankford, who is a minor, and all residents of Somerset County, Maryland, commanding them and each of them to be and appear, either in person or by solicitor, in this Court on or before a

certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

Edgar A. Jones,
Solicitor for Complainant.

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

In the Circuit Court for Somerset County, 140 Appearances Sept. Term, 1931

Armour Fertilizer Works, a corporation

VS.

Olivia Lankford and George Lankford.

Short copy of Judgment No. 140
Appearances
Damages $147.80
Costs 7.00
Collection fee $22.06
Judgment Nov. 27, 1931
Interest from date
Exemption waived
Test: J. Millard Tawes, Clerk.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in February next to answer the complaint of Armour Fertilizer Works, a corporation 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 1st day of January Anno Domini 1934 issued the------ day of --------Anno Domini 1934.

Per order,

J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

George Olden Lankford of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in February next to answer the complaint of Armour Fertilizer Works, a corporation 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 1st day of January Anno Domini 1934 issued the 31st day of January Anno Domini 1934.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in February in the year nineteen hundred 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 deliver for service, also came, and made return

thereof to the Court here in the words following, to wit:

Summonsed Severally and copy left with each defendant.

Luther Daughtery, Sheriff.

For the second said subpoena, Summonsed and copy left with defendant. Copy also left with Olivia Lankford, the defendant's mother.

Luther Daughtery, Sheriff.

And thereafter to wit, on the second day of March in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Armour Fertilizer Works, a corporation VS. Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford and George Olden Lankford.	No. 4560 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Circuit Court for Somerset County:

The petition of the plaintiff in the above cause respectfully represents:

That George Olden Lankford a defendant in the above entitled cause has been duly summonsed, 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 defent 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.,

Edgar A. Jones,

Solicitor for plaintiff.

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

Upon the foregoing Petititon it is ordered by the Circuit Court for Somerset County this 1st day of March, Nineteen hundred and thirty-four, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for George Olden Lankford, infant defendant in the above cause.

Robt. F. Duer, Judge.

And thereupon the said James R. Stewart, as guardian ad litem, filed in Court here the following answer, to wit:

The answer of George Olden Lankford, infant defendant in the above cause by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County, to the bill of complaint of the Armour Fertilizer Works, a corporation, against him and others in 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 said bill, and being an infant of tender years he cannot admit any of the allegations in 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 second day of March in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Armour Fertilizer Works, a corporation, VS. Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, Geneva Lankford and George Olden Lankford.	No. 4560 Chancery Circuit Court for Somerset County, Maryland

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

The Petition of the plaintiff in the above entitled cause respectfully represents:

That Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, and Geneva Lankford being all the adult defendants in said cause have been duly summonsed but have failed to appear or answer the bill of complaint within the time limited by law and the rules of this Court, and that George Olden Lankford, the only infant defendant in said cause has been duly summonsed and has answered the bill of complaint by James R. Stewart, guardian ad litem appointed by this Court, submitting his rights to the proptection of this Court.

The plaintiff therefore prays that the bill of complaint may be taken pro confesso against the said Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth, and Geneva Lankford, non-appearing and non-answering adult defendants, and that the plaintiff may have leave to take testimony before one of the Standing examiners of this Court to sustain the allegations of the bill of complaint.

And as in duty bound etc.,

Edgar A. Jones,
Solicitor for plaintiff.

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

Upon the foregoing Petition, it appearing that Olivia Lankford, Larry Lankford, Nora Lankford, Morriell Bloodsworth and Geneva Lankford, being all the adult defendants in said cause, have been duly summonsed to the bill of complaint, but have not appeared pr answered within the time limited by law and the rules of this Court, it is thereupon this 1st day of March, 1934, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint in this cause be and the same is hereby taken pro confesso against the said defendants, and it also appearing that George Olden Lankford, infant defendant in said cause has been duly summonsed and has answered by James R. Stewart, guardian ad litem appointed by this Court, it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

Robt. F. Duer, Judge.

And afterwards to wit, on the thirteenth day of March in the year nineteen hundred thirty-five, 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:

Armour Fertilizer Works, a corporation Vs. Olivia Lankford et al.	No. 4560 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 this Court, do hereby certify that at my office in Princess Anne, Maryland, on Tuesday, March 12, 1935, I did take the following depositions, that is to say:

Charles R. Bounds, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Charles R. Bounds, 58 years, Mt. Vernon, Somerset County, produce broker.

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

Ans. I know the plaintiff, by reputation as a Corporation with offices in Baltimore, Md. I know all of the defendants, all of whom reside in Somerset County and all of whom are above the age of twenty one years, except George O. Lankford, who is an infant under the age of twenty one years.

Int. 3. Did you know George Lankford: If Yea, is he living or dead. If dead when did he die and state wheather or not he left a will.

Ans. Yes I knew George Lankford. He died in August 1932 and left no will.

Int. 4. State wheather or not the said George Lankford left any personal estate. If so was it of sufficient value to pay the debts due and owing by him at the time of his death and was there ever any administration on his estate.

Ans. He left little or no personal estate, wholly insufficient to pay his debts and the was no administration on his estate.

Int. 5. State wheather or not the said George Lankford left any real estate at the time of his death. If so please describe it and state its value.

Ans. George Lankford owned a small lot of land at the time of his death, situate near the County road leading from White Haven Ferry to Polks road, in Mt. Vernon Election District, Somerset County, Maryland, containing 3½ acres, more or less, and being the same land which was conveyed to him by Leah S. Cullen et al by deed dated December 31, 1907 and recorded among the land records of Somerset County in Liber S. F. D. 48 folio 29. This lot is improved by a frame dwelling and is worth approximately $400.00.

Int. 6. State the names of the heirs at law of the said George Lankford, give their ages and residence.

Ans. The heirs at law of the said George Lankford are his widow, Olivia Lankford, and the following children, Larry Lankford, Morriell Bloodsworth, Geneva Lankford, all adults and George Olden Lankford, an infant, all of whom reside in Somerset County.

Court Question and answer:

"Nothing further"

Test: Harry C. Dashiell Charles R. Bounds.

Claude R. Bounds, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Claude R. Bounds, 61 years, filling station operator and my residence is Mt. Vernon, Somerset County, Maryland.

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

Ans. I know the plaintiff only as a corporation doing business down here. I know all of the defendants, all of whom reside in Somerset County and are above the age of twenty one years, except George O. Lankford, who is an infant.

Int. 3. Did you know George Lankford? Is he living or dead, if dead did he leave a will? If he died intestate please state the names of his heirs at law.

Ans. Yes I knew George Lankford who died more than two year ago. He left no will and his heirs at law are his widow, Olivia Lankford, and the following children,

Larry Lankford, Morriell Bloodsworth, Geneva Lankford and George O. Lankford.

Int. 4. Please state wheather or not George Lankford left sufficient personal estate to pay the debts due and owing by him at the time of his death, and wheather or not there was any administration on his personal estate.

Ans. His personal estate was insufficient to pay his debts at the time of his death and there was no administration on his estate.

Int. 5. Please state wheather or not George Lankford owned any real estate at the time of his death. If yes, describe it and State its value.

Ans. He owned at the time of his death a lot of about 3½ acres, improved by a frame dwelling situate in Mt. Vernon Election District, Somerset County, Maryland, on the road leading from White Have Ferry to Polk's Road which was conveyed to him by Leah Cullen et al about twenty years ago. In my opinion this property is worth about $400.00.

Court Question and Anser.

"No"

Test: Harry C. Dashiell Claude R. Bounds.

Edgar A. Jones, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edgar A. Jones, Attorney, forty-two years old of Princess Anne, Md.

Int. 2. Do you know the parties to this suit and if so how long have you known them.

Ans. I know and represent the plaintiff and have for several years. I know only part of the defendants.

Int. 3. Please state wheather or not George Lankford was indebted to the plaintiff at the time of his death. If so to what extent and how is the debt evidenced.

Ans. Yes George Lankford was indebted to the Armour Fertilizer Works at the time of his death evidenced by a judgement duly of record among the records of the Circuit Court for Somerset County, in No 140 appearances, September Term, 1931, for the principal sum of $147.80 with interest from November 27th, 1931, $22.06 collection fee and $7.00 costs.

Int. 4. State your authority for the above statement.

Ans. I am the agent of the plaintiff authorized by it to secure the judgement above referred to on a promissory note signed by the said George Lankford and Olivia Lankford, that I did secure the above judgement, that no part of same has been paid and further that I was duly authorized by the said Armour Fertilizer Works to make this affidavit.

Test: Harry C. Dashiell Edgar A. Jones.

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 12th day of March, nineteen hundred and thirty-five.

Harry C. Dashiell (Seal)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell, Examiner	$4.00
Chas. R. Bounds witness etc.	1.07
C. R. Bounds " "	1.07
	$6.14

And thereafter to wit, on the twenty-eight day of March in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

Armour Fertilizer Works, a corporation	No. 4560 Chancery
Vs.	Circuit Court for
Olivia Lankford 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 twenty-sixth day of March in the year hineteen hundred and thirty five by the Circuit Court for Somerset County adjudged, ordered and decreed, that the property in the proceedings mentioned or so much thereof as may be necessary be sold, for the payment of the debts of George Lankford, deceased and that Edgar A. Jones 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 personal 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 Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one half cash on the day of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser with a surety or sureties to be approved by the Trustee, or all cash at the option of the purchaser, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. And at the time of advertising said sale the trustee is directed to give notice to creditors of the said George Lankford, deceased, to file their claims, with the vouchers thereof, with the Clerk of the Circuit Court for Somerset County on or before the 31st day of May, 1934.

James M. Crockett, Judge.

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

Know all men by these presents: That we, Edgar A. Jones, E. Mace Smith and Edw S. Bozman of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of five hundred dollars, current money, to be paid to the 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 and executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this seventeenth day of April, nineteen hundred and thirty-five.

Whereas, the above bounden, Edgar A. Jones, by virtue of a decree of the Circuit Court for Somerset County, in Equity, has been appointed Trustee to sell the real estate in the proceedings in the case of the Armour Fertilizer Works, a corporation, versus Olivia Lankford, et al, the same being No. 4560 on the Chancery Docket of said Court and now pending in said Court.

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

Edgar A. Jones (Seal)

Witness as to Edward A. Jones et al — E. Mace Smith (Seal)

Geo. Norman Pusey — Edward S. Bozman (Seal)

Which said bond was thereon endorsed, to wit:

Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-four day of April in the year nineteen hundred thirty-five, 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:

Armour Fertilizer Works, a corporation VS. Olivia Lankford, et al.	No. 4560 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:,

The report of Edgar A. Jones, Trustee, appointed in the above cause respectfully represents:

That by virtue of the power and authority of a decree passed in this cause on the 26th day March, in the year Nineteen hundred and thirty five, and after having given bond with approved security, as required by the said decree and for the faithful performance of the Truste reposed in him, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Maryland & Herald, a weekly newspaper published in Somerset County, Maryland, and by hand bills posted in conspicious places in the county and mailed to the parties in interest and prospective purchasers, he did in pursuance of said notice attend in front of the Court House door in Princess Anne, Maryland, on Tuesday, April 23rd, 1935, at about the hour of 2 o'clock P.M. and then and there proceeded to sell at public auction the following described property:

All that lot or parcel of land situate in Mt. Vernon Election District, Somerset County State of Maryland, near the County road leading from White Haven Ferry to Polk's road, containing 3½ acres, more or less, being the same land on which George Stanford, late of Somerset County, deceased, resided at the time of his death, and being also the same land which was conveyed to the said Lankford by Leah S. Cullen, et al, by deed dated December 31, 1907 and recorded among the land records of Somerset County, in Liber S. F. D. 48, folio 29 and sold the same to Harry T. Phoebus at and for the sum of three hundred and one dollars, he being the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of the Trustee.

Respectfully submitted,

Edgar A. Jones, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of April, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Trustee mentioned in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Armour Fertilizer Works, a corporation VS. Olivia Lankford et al.	No. 4560 Chancery Circuit Court for Somerset County, Maryland

It is ordered this 24th day of April, 1935, by the Circuit Court for Somerset County, Maryland, that the report of Edgar A. Jones, Trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 28th day of May, 1935, 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 27th day of May, 1935.

The report states the amount of sales to be $301.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the fifth day of June in the year nineteen hundred thirty-five 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:

Armour Fertilizer Works, a corporation VS. Olivia Lankford et al.	No. 4560 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 5th day of June, 1935, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the within report of sale, and the sale by him reported, be and the same are hereby finally ratified and confirmed.

James M. Crockett, 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 Katharyn L. Gates and Nathanial Gates, Jr. to the Bank of Crisfield, a body corporate.	Be it remembered that heretofore to wit, on the twenty-third day of April in the year nineteen hundred thirty-five, 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 by a certain Katharyn L. Gates and Nathaniel Gates, Jr., her husband, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 11th day of August in the year nineteen hundred and twenty-six, by Kathryn L. Gates and Nathaniel Gates, Jr., her husband of Somerset County, in the State of Maryland:

Whereas, the said Kathryn L. Gates and Nathaniel Gates, Jr., her husband, are justly indebted unto the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, in the sum of Six Thousand Dollars ($6,000.00), the same being the purchase money for the first hereinafter described parcels of real estate, this day conveyed unto the said Kathryn L. Gates by the said the "Bank of Crisfield", a body corporate as aforesaid, which said indebtedness is evidenced by the promissory note of the said Kathryn L. Gates and Nathaniel Gates, Jr., her husband, for said sum of Six Thousand Dollars ($6,000.00) bearing even date herewith, and 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 promissory note, with interest, and payable as aforesaid, the said Kathryn L. Gates and Nathaniel Gates, Jr., her husband, have agreed to execute this mortgage.

Now therefore this mortgage Witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said Kathryn L. Gates and Nathaniel Gates, Jr., her husband, 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 Asbury 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 Ssbury District, County and State aforesaid, on the North side of the County Road leading from the Crisfield Academy to Asbury Methodist Episcopal Church, known as Asbury Avenue, composing the Home Place of Frederick Thornton, and considting of all the real estate and premises conveyed unto the said Frederick Thornton by Levin A. Jenkins and Mary S. Jenkins, his wife, by deed bearing date the twenty-seventh day of April, in the year nineteen hundred and seven, and recorded among the Land Records of Somerset County in Liber S.F.D. No. 45, folio 350 etc, also of all the real estate and premises conveyed unto the said Frederick Thornton by Oliver C. Tawes and wife by deed bearing date the twenty-ninth day of April, in the year nineteen hundred and seven, and recorded among the said Land Records in Liber S.F.D. No. 45 folio 353 etc, also of all the real estate and premises conveyed unto the said Frederick Thornton by William Travis Cullen and wife by deed bearing date the twenty-first day of December, in the year nineteen hundred and eight, and recorded among said Land Records in Liber S.F.D. No. 50 folio 132 (except so much thereof as has been conveyed by the said Frederick Thornton and wife to Thomas J. Webb and T. Edward Webb by deed bearing date the second day of August, in the year nineteen hundred and fifteen, and recorded among the said Land Records in Liber W.J.S. No. 68 folio 546 etc, and to Harold L. Loreman by deed bearing date the second day of August, in the year nineteen hundred and fifteen, and recorded among said Land Records in Liber W.J.S. No. 80 folio 138

etc), and also of Lot No. Ninety-four (94), Lot No. Ninety-five (95), Lot No. Ninety-six (96) and Lot No. Ninety-seven (97) as laid down on the Plat of The Dixie Realty Company property filed with, and as a part of, the deed from The Dixie Realty Company, a body corporate, to Henry S. Moore bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among said Land Records in Liber S.F.D. No. 58 folio 188 etc, the same being a part of the real estate conveyed unto the said Frederick Thornton by The Dixie Realty Company, a body corporate, by deed bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among the said Land Records in Liber S.F.D. No. 58 folio 221 etc,-----the same being all the real estate and premises conveyed unto the said Kathryn L. Gates by the said the "Bank of Crisfield", a body corporate as aforesaid, by deed bearing even date herewith, not yet delivered or recorded, but intended to be delivered and recorded among the said Land Records of Somerset County cotemporaneously with this mortgage, and SECOND all, that lot or parcel of land in said Asbury District, County and State aforesaid, on the North side of the aforesaid County Road leading from the Crisfield Academy to Asbury Methodist Episcopal Church, known as Asbury Avenue, containing fifteen-sixteenths of an acre, and fronting one hundred and one and one-sixteenth feet on said County Road, being the same and all the real estate and premises conveyed unto the said Kathryn L. Gates by Harold L. Loreman and wife by deed bearing date the second day of November, in the year nineteen hundred and twenty-two, and recorded among the said Land Records of Somerset County in Liber W.J.S. No. 86 folio 375 etc, and is also all the real estate and premises conveyed unto Edna E. Loreman, wife of Harold L. Loreman, by John P. Tawes by deed bearing date the sixth day of August, in the year nineteen hundred and eight, and recorded among the said Land Records in Liber S.F.D. No. 49 folio 146 etc,----to which said deeds and records, and all the references in each of them contained, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 kin, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Kathryn L. Gates and Nathaniel Gates, Jr., her husband, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, its successors or assigns, or 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 ---------- 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.

Kathryn L. Gates (Seal)

Test: Oliver S. Horsey

Nathaniel Gates, Jr. (Seal)

State of Maryland, Somerset County to wit:

I hereby certify, that on this 11th day of August in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Kathryn L. Gates and Nathaniel Gates, Jr., her husband, 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

Oliver S. Horsey, Notary Public.

Received for record 12 Aug., 1926 and recorded in Liber W.J.S. 89 folio 548 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 Joseph W. Disharoon, 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 Ten Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 20th day of April, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Katharyn L. Gates and Nathaniel Gates, Jr., her husband, to the "Bank of Crisfield", a body corporate, dated the eleventh day of August, in the year nineteen hundred and twenty-six, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 89 folio 548 etc, is authorized upon default to sell the real estate in said mortgaged 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 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.

Clarence P. Lankford (Seal)

Witness: J. Coyne Sterling

Warren F. Sterling (Seal)

Joseph W. Disharoon (Seal)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 23rd day of April, in the year nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirtieth day of April in the year nineteen hundred thirty-five, 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 Katharyn L. Gates and Nathaniel Gates, Jr., to the Bank of Crisfield, a body corporate.	No. 4679 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 named in a mortgage from Katharyn L. Gates and Nathaniel Gates, Jr., her husband, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the eleventh day of August, in the year nineteen hundred and twenty-six, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 89 folio 548 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 having given 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 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-seventh day of April, in the year nineteen hundred and thirty-five, at or about the hour of 2:30 o'clock P.M., and then and thereproceeded to sell said real estate, being the real estate in said mortgage described, in manner following, that is to say:

Your attorney first offerred at public sale to the highest bidder, all those lots or parcels of land, with the improvements thereon, in Asbury District, Somerset County, in the State of Maryland, on the North side of the State Road, leading from the Crisfield Academy to Asbury Methodist Episcopal Church, known as Asbury Avenue, the same being all the real estate and premises conveyed unto the said Katharyn L. Gates by the "Bank of Crisfield", a body corporate, by deed bearing date the eleventh day of August, in the year nineteen hundred and twenty-six, and recorded among the said Land Records in Liber W.J.S. No. 93 folio 321 etc, which said property consists of (A), all the real estate described in a deed to Frederick Thornton from Levin A. Jenkins and Mary S. Jenkins, his wife, bearing date the twenty-seventh day of April, in the year nineteen hundred and seven, and recorded among said Land Records in Liber S.F.D. No. 45 folio 350 etc, (B), all the real estate and premises described in a deed to the said Frederick Thornton from Oliver C. Tawes and wife bearing date the twenty-ninth day of April, in the year nineteen hundred and seven, and recorded among the said Land Records in Liber S.F.D. No. 45 folio 353 etc, (C), all the real estate and premises described in a deed to the said Frederick Thornton from William Travis Cullen and wife, bearing date the twenty-first day of December, in the year nineteen hundred and eight, and recorded among said Land Records in Liber S.F.D. No. 50 folio 132 etc (except so much thereof as was conveyed by the said Frederick Thornton and wife to Thomas J. Webb and T. Edward Webb by deed bearing date the second day of August, in the year nineteen hundred and fifteen, and recorded among said Land Records in Liber W.J.S. No. 68 folio 546 etc, and to Harold L. Loreman by deed bearing date the second day of August, in the year nineteen hundred and fifteen, and recorded among said Land Records in Liber W.J.S. No. 80 folio 128), and (D), all those lots or parcels of land which are laid down and described on the plat of The Dixie Realty Company property, filed with, and as a part of, a deed from The Dixie Realty Company, a body corporate, to Henry S. Moore bearing

date the tenth day of October, in the year nineteen hundred and eleven, and recorded among said Land Records in Liber S.F.D. No. 58 folio 188 etc, as Lot No. Ninety-four (94), Lot No. Ninety-five (95), Lot No. Ninety-six (96), and Lot No. Ninety-seven (97), the same being a part of the real estate and premises described in a deed to the said Frederick Thornton from The Dixie Realty Company, a body corporate bearing date the tenth day of October, in the year nineteen hundred and eleven, and recorded among the said Land Records in Liber S.F.D. No. 58 folio 221 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 Five Thousand Dollars ($5,000.00), all of which has been paid in cash.

Your Attorney next offerred at public sale to the highest bidder, all that lot or parcel of land in said Asbury District, Somerset County, in the State of Maryland, on the North side of the aforesaid Asbury Avenue, containing fifteen-sixteenths of an acre of land, more or less, and fronting one hundred and one and one-sixteenth feet on said Asbury Avenue, being the same and all the real estate and premises conveyed unto the said Katharyn L. Gates by Harold L. Loreman and Edna E. Loreman, his wife by deed bearing date the second day of November, in the year nineteen hundred and twenty-two, and recorded among said Land Records in Liber W.J.S. No. 86 folio 376 etc, and is also all the real estate and premises conveyed unto the said Edna E. Loreman by John P. Tawes by deed bearing date the sixth day of August, in the year nineteen hundred and eight, and recorded among said Land Records in Liber S.F.D. No. 49 folio 146 etc, 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 Nine hundred Dollars ($900.00), all of which has been paid in cash.

And your attorney has distributed the proceeds of said sales, as follows:

By the whole amount of sales:		$5,900.00
To costs and expenses:		
State and County taxes, 1931, 1932, 1933 and 1934.	$209.75	
Fire insurance paid by the Bank of Crisfield	48.98	
Auctioneer	3.00	
Clerk's fees, including record	10.50	
Advertising sale and order nisi	42.50	
Insurance permit	1.00	
Solicitor	10.00	
Commissions	242.00	
Balance of this fund to the Bank of Crisfield, mortgagee, on account of mortgage debt, per mortgage filed in this cause,	332.27	$5,900.00

Statement of mortgage debt owing the Bank of Crisfield, mortgagee, per mortgage filed in this cause:

Mortgage debt and interest to the day of sale	$6,869.24
Less amount realized as above	5,332.27
Balance owing on said mortgage debt.	$1,536.97

And your Attorney prays the ratification of his said proceedings, and of the sake, and the distribution of the proceeds of sales, by his made.

Respectfully submitted,

Clarence P. Lankford, Attorney
named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of April, in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. 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 foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, ex-parte. Trust created by mortgage from Katharyn L. Gates and Nathaniel Gates, Jr., to the Bank of Crisfield, a body corporate.	No. 4679 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Clerk of the Circuit Court for Somerset County, this 30th day of April, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Katharyn L. Gates and Nathaniel Gates, Jr., her husband, to the Bank of Crisfield, a body corporate bearing date the eleventh day of August, nineteen hundred and twenty-six, and recorded among the Land Records of Somerset County in Liber W.J.S. No. 89 folio 548 etc, 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 30th day of May next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 27th day of May next.

The report states the amount of sales to be $5,900.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-sixth day of ------ in the year nineteen hundred and thirty-five 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 Katharyn L. Gates and Nathaniel Gates, her husband, to the Bank of Crisfield, a body corporate.	No. 4679 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 26th day of --------, nineteen hundred and thirty-five, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Katharyn L. Gates and Nathaniel Gates, Jr., her husband, to the Bank of Crisfield, a body corporate, dated the eleventh day of August, nineteen hundred and twenty-six, and recorded among the Land Records of Somerset County in Liber W.J.S. No. 89 folio 548 etc, and the distribution of the proceeds of said sales 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.

Benj. A. Johnson, 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 Long E. Tull and Elva Tull, his wife, to the Bank of Crisfield, a body corporate.	Be it remembered that heretofore to wit, on the twenty-third day of April in the year nineteen hundred thirty-five 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 Long E. Tull and Elva Tull, his wife of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 24th day of April in the year nineteen hundred and thirty, by Long E. Tull and Elva Tull, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Long E. Tull and Elva Tull, his wife, are justly indebted unto the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, in the sum of Fifteen Hundred Dollars ($1,500.00), the same being the balance of the purchase money for the real estate hereinafter described, this day conveyed unto the said Long E. Tull by the said the "Bank of Crisfield", a body corporate as aforesaid, which said indebtedness is evidenced by the promissory note of the said Long E. Tull and Elva Tull, his wife, for the said sum of Fifteen Hundred Dollars ($1,500.00), bearing even date herewith, and 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 Long E. Tull and Elva Tull, his wife, have agreed to execute this mortgage.

Now therefore this mortgage witnesseth, that in consideration of the premises the said Long E. Tull and Elva Tull, his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Chesapeake Avenue, where Missouri E. Dize, late of said Somerset County, formerly resided, being the same and all the real estate and premises conveyed unto the said Long E. Tull by the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, by deed bearing even date herewith, not yet delivered or recorded, but intended to be delivered and recorded among the Land Records of said Somerset County cotemporaneously with this mortgage, and is also all the real estate and premises conveyed unto the said the "Bank of Crisfield", a body corporate as aforesaid, by Clarence P. Lankford, Assignee, by deed bearing date the 2nd day of April, in the year nineteen hundred and thirty, and recorded among said Land Records in Liber G.W.L. No. 100 folio------ etc, and is also all the real estate and premises conveyed unto the said Missouri F. Dize by James K. Rayfield and wife by deed bearing date the sixth day of December, in the year eighteen hundred and eighty, and recorded among said Land Records in Liber B.F.L. No. 3, folio 281, except so much thereof as was conveyed by the said Missouri F. Dize and Mitchell Dize, her husband, unto Arrie R. Tull by deed bearing date the thirteenth day of June, in the year eighteen hundred and ninety-three, and recorded among said Land Records in Liber H.F.L. No. 13 folio 79, 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 Long E. Tull and Elva Tull, 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 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----------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, 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.

Long E. Tull (Seal)

Test: Myrtle V. Gorsuch

Mrs. Elva Tull (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 24 day of April 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 Long E. Tull and Elva Tull, 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 last above written.

SEAL OF NOTARY

Myrtle V. Gorsuch, Notary Public.

Received for record Apr. 29, 1930 and recorded in Liber G.W.L. No. 98 folio 362 one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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

Know all men by these presents, that we, Clarence P. Lankford, principal, and Warren F. Sterling and Joseph W. Disharoon, 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 20th day of April, in the year nineteen hundred thirty-five.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Long E. Tull and Elva Tull, his wife, to the "Bank of Crisfield", a body corporate, dated the twenty-fourth day of April, in the year nineteen hundred and thirty, and recorded among the Land Records of said Somerset County in Liber G.W.L. No. 98 folio 362 etc, is duly 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 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.

Clarence P. Lankford (Seal)

Witness: J. Coyne Sterling — Warren F. Sterling (Seal)

Joseph W. Disharoon (Seal)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 23rd day of April, in the year nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirtieth day of April in the year nineteen hundred and thirty-five, 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 Long E. Tull and Elva Tull, his wife, to the Bank of Crisfield, a body corporate.	No. 4680 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 named in a mortgage from Long E. Tull and Elva Tull, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the twenty-fourth day of April, in the year nineteen hundred and thirty, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 98 folio 362 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 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-seventh day of April, in the year nineteen hundred and thirty-five, at or about the hour of 2:45 P.M., and then and there proceeded to sell said real estate, being the real estate described 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 South side of Chesapeake Avenue, where Missouri F. Dize late of said Somerset County, formerly resided, being the same and all the real estate and premises conveyed unto the said Long E. Tull by the "Bank of Crisfield", a body corporate, by deed bearing date the twenty-fourth day of April, in the year nineteen hundred and thirty, and recorded among the said Land Records in Liber G.W.L. No. 100 folio 148 etc, and is also all the real estate and premises conveyed unto the said the "Bank of Crisfield", a body corporate, by Clarence P. Lankford, Assignee, by deed bearing date the second day of April, in the year nineteen hundred and thirty, and recorded among the said Land Records in Liber G.W.L. No. 100 folio 42 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 Fifteen Hundred dollars ($1,500.00) all of which has been paid in cash.

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

By the whole amount of sales		$1,500.00
To costs and expenses:		
State and county taxes, 1931, 1932, 1933 and 1934	$65.38	
Taxes paid by the Bank of Crisfield	26.21	
Insurance premium paid by the Bank of Crisfield	10.94	
Crisfield Town taxes, 1931, 1932, 1933 and 1934	52.21	
Auctioneer	3.00	
Insurance permit	1.00	
Clerk's fees, inclusing record	10.50	
Advertising sale and order nisi	25.00	
Solicitor	10.00	
Commissions	99.00	
Balance of this fund to the Bank of Crisfield, mortgagee on account of mortgage debt, per mortgage filed in this cause	1,196.76	$1,500.00

Statement of mortgage debt, owing to the Bank of Crisfield, mortgagee, per mortgage filed in this cause:

Mortgage debt and interest to the day of sale	$1,718.25
Less amount realized as above	1,196.76
	$521.49

And your Attorney prays the ratification of his said proceedings, and of the sale, and the distribution of the proceeds of said sale, 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 30th day of April in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, the attorney named in the foregoing report of sales, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, ex-parte. Trust created by mortgage from Long E. Tull and Elva Tull, his wife, to the Bank of Crisfield, a body corporate	No. 4680 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Clerk of the Circuit Court for Somerset County, this 30th day of April, nineteen hundred and thirty-five, that the sale of property made and reported by Clarence P. Lankford, Attorney named in a mortgage from Long E. Tull and Elva Tull, his wife, to the Bank of Crisfield, a body corporate, dated the twenty-fourth day of April,

nineteen hundred and thirty, and recorded among the Land Records of Somerset County in Liber G.W.L. No. 98 folio 362 etc, 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 30 day of May, next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 27 day of May, next.

The report states the amount of sales to be $1,500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-sixth day of May in the year nineteen hundred thirty-five 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 Long E. Tull and Elva Tull, his wife, to the Bank of Crisfield, a body corporate.	No. 4680 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 26th day of May, nineteen hundred and thirty-five, that the sale of property, mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Long E. Tull and Elva Tull, his wife, to the Bank of Crisfield, a body corporate, dated the twenty-fourth day of April, nineteen hundred and thirty, and recorded among the Land Records of Somerset County in Liber G.W.L. No. 98 folio 362 etc, 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.

Benj. A. Johnson, 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 first day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, 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 Andrew J. Bradshaw and Kate A. Bradshaw.	Be it remembered that heretofore to wit, on the eighteenth day of May in the year nineteen hundred thirty-five 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 Gordon T. Atkinson by a certain Andrew J. Bradshaw and Kate A. Bradshaw of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 10th day of August in the year nineteen hundred and one, by Andrew J. Bradshaw and Kate A. Bradshaw, his wife, of Somerset County, in the State of Maryland:

Whereas, the said Andrew J. Bradshaw and Kate A. Bradshaw, his wife, have this day borrowed from Gordon T. Atkinson, of said county and state, the sum of three hundred and eighty dollars ($380.00) and have executed and delivered to the said Gordon T. Atkinson their bill obligatory for said sum of three hundred and eighty dollars ($380.00), payable in two equal annual instalments from this day, with interest from this day, 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 Andrew J. Bradshaw and Kate A. Bradshaw, 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 Andrew J. Bradshaw and Kate A. Bradshaw, his wife, have granted and by these presents, do grant and convey unto the said Gordon T. Atkinson, his heirs and assigns, all that lot, tract or parcel of land situated in Lawson's District, Somerset County and State of Maryland, on the Northwest side of the County Road leading from St. Peter's Methodist Episcopal Church to the Town of Crisfield and where the Daugherty Creek road intersects with said main County Road, containing eight (8) acres of land, more or less, the same being all the real estate premises conveyed unto the said Kate A. Bradshaw by the said Andrew J. Bradshaw by deed bearing date the fourth day of April nineteen hundred and one and recorded among the Land Records of Somerset County in Liber O.T.B. No. 30 folio 512 &c, and also described in a deed to the said Andrew J. Bradshaw from Gordon T. Atkinson and wife and William F. Noll and wife, bearing date the first day of September, eighteen hundred and ninety-three and recorded among said Land Records in Liber N. F. L. No. 13 folio 457 &c, 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 anywsie appertaining.

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

Provided that if the said Andrew J. Bradshaw and Kate A. Bradshaw, his wife, their heirs, personal representatives or assigns, shall well and truly pay unto the said Gordon T. Atkinson, the said sum of three hundred and eighty dollars ($380.00), in two equal annual instalments from this day, with interest from this day, and also pay the said interest annually as hereinbefore, and in said bill obligatory set forth, without default and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And 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 ever 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 Andrew J. Bradshaw and Kate A. Bradshaw, his wife, for themselves, their heirs, personal representatives and assigns, 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 deedmed due and demandable; and it shall be lawful for the said mortgagee, his personal representatives or assigns, or Clarence P. Lankford their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; first, to the payment of all expenses incident to such sale, including a reasonable attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said 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, their personal representatives or assigns, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors, for themselves, their heirs, personal representatives and assigns, 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.

Witness the hands and seals of the said mortgagors.

Andrew J. Bradshaw (Seal)

Test: Wm. J. Peyton

Kate A. Bradshaw (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of August in the year nineteen hundred and one, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Andrew J. Bradshaw and Kate A. Bradshaw, his wife, and acknowledged the foregoing mortgage to be their respective act and deed.

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

SEAL OF NOTARY

William J. Peyton, N. P.

Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of August in the year nineteen hundred and one, before me, the subscriber, a Notary Public in the State of Maryland, in and for Somerset County, residing at Crisfield before me Gordon T. Atkinson, mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he has not required the mortgagors their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the mortgagors, or any person for them during the existence of this mortgage.

SEAL OF NOTARY

William J. Peyton, N. P.

Received for record 27th August, 1901 and recorded in Liber O.T.B. No. 31 folio 393, &c, one of the Land Records of Somerset County and examined per,

Oliver T. Beauchamp, Clerk.

ASSIGNMENT

The amount due on the debt mentioned in the within and annexed mortgage amounting to Three Hundred and Eighty Dollars ($380.) principal, with interest from the 10th day of August, 1908, having been paid me by Henry F. Barnes, this day, I hereby assign the said mortgage, together with said mortgage debt unto the said Henry F. Barnes, without recourse to me.

As witness my hand and seal this 9th day of September, 1909.

Witness: Wm. J. Peyton

Gordon T. Atkinson (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of September, in the year 1909, before the subscriber, a Justice of the Peace, of the State of Maryland in and for Somerset County aforesaid, personally appeared Henry F. Barnes, the above named assignee and made oath in due form of law 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 the same to be paid by the mortgagors or any person for them during the existence of this mortgage.

Thos. K. Whelton, J. P.

Received for record 11th Sept., 1909 and recorded in Liber S.F.D. No. 52 folio 385 &c, one of the Land Records of Somerset County.

S. Frank Dashiell, Clerk.

ASSIGNMENT

For value recieved and for the purpose of forecloause, I hereby assign the within and aforegoing mortgage to George H. Myers, of Somerset County, Maryland.

Witness my hand and seal this 14th day of May, 1935.

Witness: Chas. B. Ames Henry F. Barnes (Seal)

Filed for record May 18, 1935 and recorded in Liber J.M.T. No. 106 folio 460.

Test: J. Millard Tawes, Clerk

The Bill Obligatory referred to in the foregoing mortgage is in the words following, to wit:

$380.00

For value received, we jointly and severally promise to pay unto Gordon T. Atkinson the sum of three hundred and eighty dollars, in two equal annual instalments from this day, with interest from this day until paid, which said interest is to be paid annually. This obligation is secured by mortgage dated evenly herewith on certain real estate situated in Lawson's District, Somerset County Maryland.

Witness our hands and seals this 10th day of August, 1901.

Andrew J. Bradshaw (Seal)

Witness: Wm. J. Peyton Kate A. Bradshaw (Seal)

1902 Aug. 10th	By interest	$22.80
1903 Aug. 11	" "	22.80
1904 Nov. 1st.	" "	22.80
1905 Nov. 10	" "	22.80
1906 Nov.	" "	22.80
1907 Nov.	" "	22.80
1908 Dec. 10	ints. to Aug. 10	22.80
1909 Sept. 10	ints. to date	24.70

1922 June 14, one year's interest $22.80 to H. F. Barnes. Test: H. F. Lankford

For value rec'd, I hereby assign the within note to Henry F. Barnes. Witness hand seal this Sept. 10th, 1909.

Test: William J. Peyton Gordon T. Atkinson (seal)

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, as principal and Henry F. Barnes and Mary W. Barnes, as surety, all of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars, to be paid to the said State 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 17th day of May, nineteen hundred and thirty-five.

Whereas the above bounden, George H. Myers, as assignee of a certain mortgage executed by Andrew J. Bradshaw and Kate A. Bradshaw to Gordon T. Atkinson, dated August 10, 1901, and recorded among the land records of said Somerset County, in Liber O.T.B. No. 31, folio 393 et seq., under and by virtue of the power contained in said mortgage, 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.

Witnesses: M. Edna Barnes — Geo. H. Myers (Seal)
Chas. B. Ames — Henry F. Barnes (Seal)
Mary W. Barnes (Seal)

Which said bond was thus thereon endorsed to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the tenth day of June in the year nineteen hundred thirty-five, 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 Andrew J. Bradshaw and Kate A. Bradshaw.	No. 4690 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 Andrew J. Bradshaw and Kate A. Bradshaw to Gordon T. Atkinson and dated August 10, 1901 and recorded among the Land Records of Somerset County in Liber O.T.B. No. 31, folio 393, 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 Crisfield Times, 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 in front of the Post Office in Crisfield, Maryland on the eighth day of June in the year nineteen hundred and thirty-five at three o'clock P.M. and then and there proceed to sell said property, to wit:

All that lot or parcel of land described in said mortgage situate in Lawson's Election District of said Somerset County, on the northerly side of the county road leading from St. Peter's Methodist Episcopal Church to Crisfield and where the Daugherty Creek road intersects with the said main county road, containing eight acres, more or less, and being the same and all of the land and premises conveyed to the said Andrew J. Bradshaw by Gordon T. Atkinson and others, by deed dated September 1, 1893, and recorded as aforesaid in Liber H.F.L. No. 13, folio 457.

And sold the same to Clarence A. Christy, of said Somerset County he being then and there the highest bidder therefor, at the sum of One Thousand Four Hundred and Twenty-Five Dollars, and the said purchaser has complied with the terms of sale.

Respectfully submitted,

Geo. H. Myers, Assignee

State of Maryland, Somerset County, Sct:

On this 10th day of June nineteen hundred and thirty-five 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 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 Andrew J. Bradshaw and Kate A. Bradshaw.	No. 4690 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the Sale of the property mentioned in these proceedings made and report- by George H. Myers, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the tenth day of July, 1935.

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 ninth day of July, 1935.

The Report states the amount of Sales to be $1,425.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventeenth day of July in the year nineteen hundred thirty-five 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 Andrew J. Bradshaw and Kate A. Bradshaw.	No. 4690 Chancery Circuit Court for Somerset County, Maryland July Term, 1935.

Ordered by the Court, this seventeenth day of July, 1935 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.

James M. Crockett, 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.

B. Horace Ford, trading as the Crisfield Electrical Construction Company, VS. Sarah Anne Tilghman, Athel Tilghman, Walter Nelson, Isaac H. Ward, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett.	Be it remembered that heretofore to wit, on the nineteenth day of December in the year nineteen hundred thirty-five, a certain B. Horace Ford, by Clarence P. Lankford, his solicitor, exhibited and filed in the Circuit Court

here a bill of complaint against Sarah Anne Tilghman, Athel Tilghman, Walter Nelson, Isaac H. Ward, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett

which said bill of complaint is in the words following, to wit:

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman, Athel Tilghman, Walter Nelson, Isaac H. Ward, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett.	No. 4541 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 B. Horace Ford, trading as the Crisfield Electrical Construction Company, of Somerset County, in the State of Maryland, who sues as well for himself, as for all other creditors of Kate Nelson (formerly Kate Elzie), late of said Somerset County, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

FIRST. That the said Kate Nelson (formerly Kate Elzie) was in her lifetime indebted unto your orator in the full and just sum of eighty-six dollars and fifty-nine cents ($86.59) on open account, as will more fully appear by reference to a duly probated copy of said account herewith filed as a part of this bill, marked Exhibit "A".

SECOND. That the said Kate Nelson (formerly Kate Elzie) being so indebted unto your orator, and unto divers other persons, and having personal estate of but little value, and upon which no administration was ever granted, but leaving real estate in said Somerset County, in the State of Maryland, of considerable value, departed this life on the twenty-seventh day of August, in the year nineteen hundred and thirty-two, leaving a last will and testament, duly executed to pass real estate in this State, which said last will and testament has been duly admitted to probate and duly recorded among the Testamentary Records of said Somerset County in Liber F.E.D. No. 33 folio 296 etc, by which said last will and testament the said Kate Nelson (formerly Kate Elzie) devised and bequeathed her estate as follows, "I give, devise and bequeath all my property and estate of every kind and description, real, personal and mixed, and wheresoever situated, unto my niece, Sarah Anne Tilghman, daughter of my deceased sister, Edith Jewett, and unto Athel Tilghman, son of the said Sarah Anne Tilghman, their heirs, personal representatives and assigns, share and share alike", as will more fully appear by reference to a certified copy of said last will and testament, herewith filed, as a part of this bill, marked Exhibit "B".

THIRD. That the said Kate Nelson (formerly Kate Elzie) left surviving her her husband, Walter Nelson, and your orator is advised that the said Walter Nelson is a proper party to this suit.

FOURTH. That the said Kate Nelson (formerly Kate Elzie) left surviving her as her only heirs at law, the following, Isaac H. Ward, a half-brother, John Moses, a half-brother, Sarah Anne Tilghman, King Jewett, Isaac Jewett, Emeline Jewett, and Trolley Jewett, only children of Edith Jewett, a sister of the said Kate Nelson (formerly Kate Elzie), who departed this life before the death of the said Kate Nelson (formerly Kate Elzie) and Walter Nelson, the husband of the said Kate Nelson (formerly Kate Elzie).

Fifth. That the said defendant, Isaac H. Ward, is a resident of said Somerset County in the State of Maryland, and that the said defendants, Sarah Anne Tilghman, Athel Tilghman, Walter Nelson, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley

Jewett are non-resident of the State of Maryland, and that all the defendants are above the age of twenty-one years, except the said Athel Tilghman, who is an infant under the age of twenty-one years.

SIXTH. 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 owing by the said deceased at the time of her death, and your orator is advised that he is entitled to have the real estate of the said deceased sold for the payment of the debt of your orator and the other debts owing by the said deceased at the time of her death, 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 severl 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 claim of your orator and the other creditors of the said deceased.

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

May it please your Honors to grant unto your orator the order of publication giving notice to the said Sarah Anne Tilghman, Athel Tilghman (infant), John Moses, King Jewett, Isaac Jewett, Emeline Jewett, Trolley Jewett and Walter Nelson, who are non-residents of the State of Maryland, 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 the State of Maryland of subpoena directed to the said Isaac H. Ward, of Somerset County, in the State of Maryland, commanding him to be and appear in this Court on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainant.

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

Crisfield, Md., 8/30/1932

Mrs. Kate Elzie

Debtor to Crisfield Electrical Construction Co.
B. Horace Ford, Manager

10/26/28	wiring house	$35.00
4/7/31	3--21 light fixtures	13.50
	6--1 light fixtures	12.00
	1 porch fixture	2.00
	2--3 pt flush switches & plates	2.00
	1--single pt flush switches & plates	1.00
	14 -------	2.80
	inspection	2.50
	5 ---------	3.75
	1--B Porch fixture	1.50
	1---------- switch	2.75

1--meter ------	$0.50
3----------	.45
1--iron box 5 X 5	.50
1-- ------- block	.40
2-- B X conectors	.20
6--fuse	.60
1--3/4" ------ Head	.60
1--3/4" ------ Elbow	.60
3 ft. 3/4 conduct pipe	.60
8 ft ½ " "	.80
22 ft 8 ------	.66
2½ hours time	1.88
	$86.59

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 30th day of Aug., 1932 before the subscriber, a Justice of the Peace of the State and County aforesaid personally came B. H. Ford, trading as Crisfield Electrical Construction Co. and made oath in due form of law that the annexed statement as stated, is just and true, that he has not received, directly or indirectly any part or parcel of the money charged to be due thereon, or any security or satisfaction for the same.

Witness my hand and Seal.

Fred N. Holland, J. P.

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

I, Kate Nelson, (formerly Kate Elzie) of Somerset County, in the State of Maryland, being of sound and disposing mind, memory and understanding, and contemplating the certainty of death, but the uncertainty of the time thereof do make this my last will and testament, in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate, as follows:

ITEM 1. I give, devise and bequeath all my property and estate, of every kind and description, real, personal and mixed, and wheresoever situated, unto my niece, Sarah Anne Tilghman, daughter of my deceased sister, Edity Jewett, and unto Othel Tilghman, son of the said Sarah Anne Tilghman, their heirs, personal representatives and assigns, share and share alike.

ITEM 2. I hereby constitute and appoint my said niece, Sarah Anne Tilghman, to be the Executrix of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, and as I have entire confidence in my said Executrix, I desire that she shall be excused from the necessity of giving bond as such Executrix.

In witness whereof, I have hereunto subscribed my name and affixed my seal this 2nd day of August, in the year nineteen hundred and thirty-two.

Kate Nelson (Seal)

Signed, sealed, published and declared by the above named testatrix as and for her last will and testament, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Fred N. Holland

Clarence P. Lankford

Somerset County, to wit:

September 3, 1932.

Then came Clarence P. Lankford and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last Will and Testament of Kate Nelson (formerly Kate Elzie), late of Somerset County, deceased, that hath come to his hands or possession, and that he doth not know of any other and that the same was delivered to him by the testator.

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

Somerset County, to wit: September 3rd, 1932.

Then came Fred N. Holland and Clarence P. Lankford the subscribing witnesses to the foregoing last Will and Testament of Kate Nelson (formerly Kate Elzie, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testator therein named, sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament. That at the time of her so doing, she was to the best of each of their apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testator.

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

State of Maryland, Sct.

IN THE ORPHANS' COURT FOR SOMERSET COUNTY:

The Court having carefully examined the above last Will and Testament of Kate Belson (formerly Kate Elzie) late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 6th day of September, 1932, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Kate Nelson (formerly Kate Elzie) deceased.

John E. Whitelock)
Chas. W. Goldsborough) Judges of the Orphans' Court
John S. Casuey) for Somerset County.

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

Filed for record September 6, 1932 and recorded in Liber F.E.D. No. 33 folio 296 & 297.

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 Kate Nelson, (formerly Kate Elzie) late of said county, deceased, taken from Liber F.E.D. No. 33 folios 296 & 297, 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 eighth day of January in the year of our Lord, nineteen hundred and thirty-four.

SEAL
OF
COURT

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 subpoenas were issued, to wit:

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Isaac H. Ward of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in January next to answer the complaint of B. Horace Ford Trading as Crisfield Electrical Construction Company 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 6th day of November Anno Domini 1933 issued the 19th day of December Anno Domini, 1933.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Isaac H. Ward of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in February next to answer the complaint of ---------- 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 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 January in the year nineteen hundred 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:

None est.

Luther Daugherty, Sheriff.

At which said first Monday in February in the year nineteen hundred 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 and copy left with defendant.

Luther Daugherty, Sheriff.

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

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others	No. 4541 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 the Town of Crisfield, Somerset County, Maryland, of which Kate Nelson (formerly Kate Elzie), died seized and possessed.

The Bill States that the said Kate Nelson departed this life on the 27th day of August, 1932, leaving a last will and testament duly executed to pass real estate in the State of Maryland, by which said last will and testament she devised and bequeathed all her estate, real, personal and mixed, unto Sarah Anne Tilghman and Athel Tilghman, share and share alike; that the said Kate Nelson at the time of her death was indebted unto the plaintiff in the sum of eighty-six dollars and fifty-nine cents; that the said Kate Nelson left no personal estate of any value, but left real estate in Somerset County, Maryland, of considerable value; that the said Kate Nelson left surviving her as her only heirs at law, the following, Walter Nelson, her husband, Isaac H. Ward, a half-brother, John Moses, a half-brother, Sarah Anne Tilghman, King Jewett, Isaac Jewett, Emeline Jewett, and Trolley Jewett, only children and heirs at law of Edith Jewett, a sister of the said Kate Nelson, who departed this life before the death of the said Kate Nelson; that no administration was ever had on the personal estate of the said Kate Nelson, and that the said personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said Kate Nelson at the time of her death; that the defendant, Athel Tilghman, is an infant under the age of twenty-one years; that the said Sarah Anne Tilghman, Athel Tilghman, Walter Nelson, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett are non-residents of the State of Maryland.

It is thereupon, this 19th day of December, 1933, by the subscriber, Clerk of the Circuit Court for Somerset County, ordered that the plaintiff by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 22nd day of January, 1934, give notice to the said Walter Nelson, Sarah Anne Tilghman, Athel Tilghman, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett, 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 10 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.

And thereafter to wit, on the fifth day of March in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 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 plaintiff respectfully represents:

(1) That Isaac H. Ward, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett, defendants in this cause, are no longer necessary parties defendant in this cause.

(2) That the said Sarah Anne Tilghman, Executrix of Kate Nelson, deceased, is a non-resident of the State of Maryland.

Your petitioner therefore prays your Honors that the said Isaac H. Ward, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett, defendants in this cause, be

stricken out and dismissed as defendants in this cause; and your petitioner further prays that an order of publication be passed in this cause giving notice to the said Sarah Anne Tilghman, Executrix of Kate Nelson, deceased, who is a non-resident of the State of Maryland, of the object and substance of the bill of complaint and the petition filed subsequently in this cause.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Plaintiff.

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

Ordered by the Circuit Court for Somerset County, in Equity, this 5th day of March, nineteen hundred and thirty-five, that the defendants, Isaac H. Ward, John Moses, King Jewett, Isaac Jewett, Emeline Jewett and Trolley Jewett defendants in this cause, not being longer necessary parties to this suit, be stricken out and dismissed as defendants in this cause, and it is further ordered that an order of publication be passed in this cause giving notice to the said Sarah Anne Tilghman, Executrix of Kate Nelson, deceased, who is a non-resident of the State of Maryland, of the object and substance of the bill of complaint and the petition filed subsequently in this cause.

James M. Crockett, Judge.

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

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 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 the Town of Crisfield, Somerset County, Maryland, of which Kate Nelson (formerly Kate Elzie) died seized and possessed.

The bill, and the petition filed subsequent thereto, states that the said Kate Nelson departed this life on the 27th day of August, 1932, leaving a last will and testament duly executed to pass real estate in the State of Maryland, by which said last will and testament she devised and bequeathed all her estate, real, personal and mixed, unto Sarah Anne Tilghman and Athel Tilghman, share and share alike; that the said Late Nelson at the time of her death was indebted unto the plaintiff in the sum of eighty-eight dollars and fifty-nine cents; that the said Kate Nelson left no personal estate of any value, but left real estate of considerable value in Somerset County, Maryland; that the said Kate Nelson left surviving her Walter Nelson, her husband; that the defendant, Athel Tilghman, is an infant under the age of twenty-one years; that the letters testamentary on the personal estate of the said Kate Nelson has been granted by the Orphans Court for said Somerset County unto Sarah Anne Tilghman, the executrix named in said will, who has accepted said trust, and duly qualified as such executrix; that the said personal estate is not sufficient to pay the costs of administration and the debts owing by the said Kate Nelson at the time of her death; that the said Sarah Anne Tilghman, Executrix of the said Kate Nelson, is a non-resident of the State of Maryland.

It is thereupon, this 5th day of March, nineteen hundred and thirty-five, by the Circuit Court for Somerset County, in Equity, ordered that the plaintiff by causing a copy of this order to be inserted in some newspaper published in Somerset County, Mary-

land, once in each of four successive weeks before the 8th day of April, 1935, give notice to the said Sarah Anne Tilghman, Executrix of Kate Nelson, deceased, a non-resident of the State of Maryland, of the object and substance of the bill of complaint and petition, warning her to be and appear in this Court, in person or by solicitor, on or before the 25th day of April, 1935, to show cause, if any she has, why a decree ought not to be passed as prayed.

James M. Crockett, Judge.

And thereafter to wit, on the twenty-fourth day of March in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 Chancery Circuit Court for Somerset County, Maryland

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

The petition of B. Horace Ford, trading as the Crisfield Electrical Construction Company, the complainant in the above entitled cause, respectfully represents:

That in the bill of complaint in this cause for the purpose of procuring a decree for the sale of Kate Nelson (formerly Kate Elzie) for the payment of the debts of the said Kate Nelson, your petitioner, the complainant in this cause, among other things alleged that "no administration was ever had on the personal estate of the said Kate Nelson, and that said personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said Kate Nelson at the time of her death".

That your petitioner, since the filing of the bill of complaint in this cause, has learned that there was in fact letters testamentary granted by the Orphans Court for Somerset County unto Sarah Anne Tilghman as Executrix of the said Kate Nelson, as will more fully appear by reference to a certification of such letters testamentary herewith filed, as a part of this petition, marked Exhibit "S.A.T."

Your petitioner therefore prays that the said Sarah Anne Tilghman, Executrix of of the said Kate Nelson, be made a party defendant in this cause.

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:

Upon the foregoing petition and exhibit, it is this 24th day of March, nineteen hundred and thirty-four, by the Circuit Court for Somerset County, in Equity, ordered that the said Sarah Anne Tilghman, Executrix of the said Kate Nelson, be, and she is hereby made, a party defendant in this cause.

Robt. F. Duer, Judge.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Sarah Anne Tilghman, Executrix of Kate Nelson 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 April next to answer the complaint of B. Horace Ford, trading as Crisfield Electrical Construction Company 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 March Anno Domini 1934 issued the 24th day of March Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in April in the year nineteen hundred 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 thereafter to wit, on the thirteenth day of May in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 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 in the above cause respectfully represents:

That Athel Tilghman, defendant in the above cause, has been duly given notice by order of publication duly published in this cause, of the object and substance of the bill of complaint in this cause, 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 complainant therefore prays your Honors to to appoint a guardian ad litme to appear and answer for said infant.

And as in dutu bound etc.

Clarence P. Lankford,
Solicitor for Complainant

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

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, in Equity, this 13th day of May, nineteen hundred and thirty-five, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Athel Tilghman, infant defendant in the above cause.

James M. Crockett, Judge.

And thereupon the said James R. Stewart, guardian ad litem, filed in Court here the following answer, to wit:

The answer of Athel Tilghman, 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 B. Horace Ford, trading as the Crisfield Electrical Construction Company against him and others in the said Court exhibited.

This defendant, for answer to the said bill of complaint, by his said guardian, answers and says, that being ignorant of the matters charged in the said bill, and being an infant of tender years he cannot admit any of the allegations of said bill, but submits his rights to the protection of this Honorable Court.

And as in duty bound etc.

James R. Stewart,
Guardian ad litem.

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

B. Horace Ford, trading as the Crisfield E.ectrical Construction Company. VS. Sarah Anne Tilghman and others	No. 4541 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 first order of publication heretofore passed in this cause has been published according to its provisions, and that Athel Tilghman, non-resident infant defendant, mentioned in the bill of complaint and in said order of publication, has answered said bill of complaint by guardian specially appointed by this Court; that Sarah Anne Tilghman and Walter Nelson, 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 said order and the rules of this Court; and that the second order of publication heretofore passed in this cause, has been duly published according to its provisions, and that Sarah Anne Tilghman, Executrix of Kate Nelson, deceased, adult defendant mentioned in said bill of complaint and in said order of publication, has failed to appear to or answer the bill of complaint within the time prescribed by said order and 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 Sarah Anne Tilghman, Walter Nelson and Sarah Anne Tilghman, Executrix of Kate Nelson, 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:

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 Chancery Circuit Court for Somerset County, Maryland

It appearing in the above entitled cause, that the first order of publication heretofore passed in this cause has been published according to its provisions, and that Athel Tilghman, non-resident infant defendant mentioned in the bill of complaint and in said order of publication, has answered said bill of complaint by guardian specially appointed by this Court; that Sarah Anne Tilghman and Walter Nelson, adult defendants mentioned in

said 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 said order and the rules of this Court; and that it also appearing in the above entitled cause, that the second order of publication heretofore passed in this cause has been duly published according to its provisions, and that Sarah Anne Tilghman, Executrix of Kate Nelson, deceased, adult defendant mentioned in said bill of complaint and in said order of publication has failed to appear to or answer the said bill of complaint within the time prescribed by said order and the rules of this Court.

It is thereupon this 13th day of May, nineteen hundred and thirty-five, 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-confessor against the said Sarah Anne Tilghman, Walter Nelson and Sarah Anne Tilghman, Executrix of Kate Nelson, 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.

James M. Crockett, Judge.

And afterwards, to wit, on the fourth day of June in the year nineteen hundred thirty-five, 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 to the Court here in the words following, to wit:

B. Horace Ford, Trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	NO. 4541 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 3rd day of May, 1935, in Somerset County, aforesaid, I did take the following testimony, to wit:

B. Horace Ford, 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 if B. Horace Ford, my age is 48 years, my residence is Crisfield, Somerset County, Maryland and my occupation is that of a Electrician and dealer in electrical supplies, and conduct business in Crisfield under the name of The Crisfield Electrical Construction Company.

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

Ans. I am the complainant, and as I have above stated I reside in Crisfield, Maryland. While I am not personally acquainted with the defendants, Sarah Anne Tilghman, Athel Tilghman and Walter Nelson, I know who they are, and I am reliably informed that the said Sarah Anne Tilghman and Athel Tilghman reside in the State of New Jersey. The said Walter Nelson was the husband of Kate Nelson (formerly Kate Elzie), and he murdered his wife, and immediately after committing the murder, the said Walter Nelson left the State of Maryland, and has not been heard of since. The last heard of him he had escaped into Delaware. The said Athel Tilghman is an infant under the age of twenty-one

years, and the other defendants are above the age of twenty-one years.

Int. 3. Did you or not know Kate Nelson (formerly Kate Elzie)? If so, is she living or dead, when did she die? Please state whether or not she left a last will and testament?

Ans. I was well acquainted with the said Kate Nelson (formerly Kate Elzie). She is dead, having died the 22nd day of August, 1932. She left a last will and testament, by which said last will and testament she devised and bequeathed all her property and estate, of every kind and description, real, personal and mixed, unto the said Sarah Anne Tilghman and Athel Tilghman, share and share alike. The paper now shown me, marked Exhibit "B" is a certified copy of said last will and testament of the said Kate Nelson (formerly Kate Elzie).

Int. 4. Please state whether or not the said Kate Nelson (formerly Kate Elzie) at the time of her death was indebted to you, and if so, how was she so indebted?

Ans. The said Kate Nelson (formerly Kate Elzie) at the time of her death was indebted to me in the sum of $89.59, on an open account for electrical materials furnished and electrical work done on her home. The paper noe shown me, marked Exhibit "A", is an itemized statement of the account by which she was indebted to me, trading as the Crisfield Electrical Construction Company. The charges made in said account are the usual charges for such materials and work, and are reasonable charges. The said Kate Nelson (formerly Kate Elzie) was at the time of her death indebted to other persons, but I do not know in what amounts she was so indebted.

Int. 5. Please state whether or not the said Kate Nelson (formerly Kate Elzie) left any personal property, and if so, what is its value, and whether or not there has been any administration granted on said personal estate?

Ans. The said Kate Nelson (formerly Kate Elzie) left a very small personal estate of pratically no value, and administration on said personal estate has been granted by the Orphans Court for Somerset County, Maryland, unto the said Sarah Anne Tilghman, the Executrix named in said last will and testament. The paper now shown me, marked Exhibit "S.A.T.", is a certificate of the granting of letters testamentary.

Int. 6. State whether or not the said Kate Nelson (formerly Kate Elzie) owned any real estate in Somerset County, Maryland, at the time of her death? If so, where is such real estate located, and what in your opinion is the value of said real estate?

Ans. The said Kate Nelson (formerly Kate Elzie) at the time of her death, owned a lot of land in the Town of Crisfield, Maryland, near the Crisfield Elementary School, which as devised to her by George W. Elzie, her first husband, and was conveyed unto the said George W. Elize by Louisa Elzie. This property is improved by a dwelling house in very bad condition. I should thing the property worth about $300.00.

Int. 7. Please state whether or not in your opinion the personal estate of the said Kate Nelson (formerly Kate Elzie) is sufficient to pay the costs of administration and the debts owing by the said Kate Nelson (formerly Kate Elzie) at the time of her death.

Ans. The personal estate of the said Kate Nelson (formerly Kate Elzie) is not sufficient to pay the costs of administration and the debts owing by her at the time of her death.

COURTS QUESTION?

Ans. I know nothing further.

Witness: E. P. Wyatt. B. Horace Ford.

Charles H. Elzie, 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 Charles H. Elzie, my age is 60 years, I reside in Crisfield, Somerset County, Maryland, and I am janitor at Bank of Crisfield.

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

Ans. I am acquainted with all of the parties to this suit. Mr. B. Horace Ford, the complainant, lives in Crisfield, Maryland, and the said Sarah Anne Tilghman, Athel Tilghman and Walter Nelson are non-residents of the State of Maryland. The said Sarah Anne Tilghman and Athel Tilghman live in Port Norris, New Jersey, but I do not know where the said Walter Nelson now is. The said Walter Nelson, was the husband of Kate Nelson (formerly Kate Elzie), and he murdered his wife two years ago last August. He went away immediately after committing the murder and has never been apprehended. The last I ever heard of him he had crossed into Delaware. The said Athel Tilghman is under the age of twenty-one years, and all the other parties to this suit are above the age of twenty-one years.

Int. 3. Did you or not know Kate Nelson (formerly Kate Elzie)? If so, is she living or dead, and if dead, when did she die? Did she or not leave a last will and testament?

Ans. I was well acquainted with the said Kate Nelson (formerly Kate Elzie). She died the latter part of August, 1932. She left a last will and testament, and the paper now shown me, marked Exhibit "B", is a certified copy of said last will and testament.

Int. 4. Please state whether or not the said Kate Nelson (formerly Kate Elzie) left any personal property, and if so, what is its value, and whether or not there has been any administration granted on said personal estate?

Ans. The said Kate Nelson (formerly Kate Elzie) left a very small personal estate, of pratically no value. Administration on said personal estate has been granted by the Orphans Court for Somerset County unto the said Sarah Anne Tilghman. The paper now shown me, marked Exhibit "S.A.T." is a certificate of the granting of such letters testamentary.

Int. 5. State whether or not the said Kate Nelson (formerly Kate Elzie) owned any real estate in Somerset County, Maryland, at the time of her death? If so, where is such real estate located, and what in your opinion is the value of such real estate?

Ans. Kate Nelson (formerly Kate Elzie) at the time of her death, owned a lot of land in the Town of Crisfield, Somerset County, Maryland, near the Crisfield Elementary School. This property was left to the said Kate Elzie (afterwards Kate Nelson) by her first husband, George W. Elzie, and was conveyed to the said George W. Elzie by his mother, Louise Elzie. The property is improved by a dwelling house in very bad condition. In my opinion the property is not worth more than three hundred dollars.

Int. 7. Please state whether or not in your opinion, the personal estate of the said Kate Nelson (formerly Kate Elzie) is sufficient to pay the costs of administration and the debts owing by her at the time of her death?

Ans. The personal estate is pratically worthless, and is not sufficient to pay the costs of administration and the debts owing by her at the time of her death.

COURT'S QUESTION?

Ans. I know nothing more.

Witness: E. P. Wyatt Chas. H. Elzie

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

WITNESS MY HAND AND SEAL

Edward P. Wyatt (Seal)

Examiner in Chancery

Exhibit "S.A.T." referred to in the foregoing testimony is in the words following, to wit:

Maryland, SS.

The State of Maryland,

OFFICIAL SEAL

To all Persons to whom these presents shall come, Greeting:

Know ye, that the last will and testament of Kate Nelson (formerly Kate Elzie) late of Somerset County, deceased, hath in due form of law been exhibited, proved and recorded in the office of the Register of Wills for Somerset County, a copy of which is to these presents annexed; and administration of all the goods, chattels and credits of the deceased, is hereby granted and committed unto Sarah Anne Tilghman the Executrix by the said will appointed.

Witness John E. Whitelock Chief Judge of the Orphans' Court for Somerset County, this 6th day of September in the year 1932.

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

State of Maryland, Somerset County, SS.

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Somerset County, do hereby certify that the foregoing is a true and full copy of the letters testamentary granted unto Sarah Anne Tilghman, Executrix on the estate of Kate Nelson (formerly Kate Elzie) late of said county, deceased, taken from Liber H.B.C. No. 43 folio 319 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 fourteenth day of March in the year of our Lord, nineteen hundred and thirty-four.

SEAL OF COURT

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

And thereafter, to wit, on the fifteenth day of June in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

B. Horace Ford, trading as the Crisfield Electrical Construction Company Vs. Sarah Anne Tilghman and others	No. 4541 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 fifteenth day of June, in the year nineteen hundred and thirty-five, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned be sold.

That Clarence P. Lankford be, and he is hereby appointed trustee to make such sale; the course and manner of his 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 Hundred ($600.00) 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 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 bons 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 Kate Nelson (formerly Kate Elzie) 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.

James M. Crockett, 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 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 Six Hundred Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and

severally, firmly by these presents, sealed with our seals and dated this 15th day of July, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Clarence P. Lankford, by virtue of a decree of the Circuit Court for Somerset County, in Equity, has been appointed trustee, to sell the real estate mentioned in the proceedings in the suot of B. Horace Ford, trading as the Crisfield Electrical Construction Company Vs. Sarah Anne Tilghman and others, now pending in said Court, the same being No. 4541 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 shall be void, otherwise to be and remain in full force and virtue in law.

Clarence P. Lankford (Seal)

Witness: 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 17th day of July, nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the twenty-third day of July in the year nineteen hundred thirty-five, 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:

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 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 fifteenth day of June, in the year nineteen hundred and thirty-five, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other requisites, as required by law and the said decree, and giving twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, in the State of Maryland, 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 twentieth day of July, in the year nineteen hundred and thirty-five, at or about the hour of 2:30 o'clock P.M., and then and there proceeded to sell the said real estate, the same being the real estate of which Kate Nelson (formerly Kate Elzie), 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 the Town of Crisfield, Somerset County, in the State of Maryland, located on the East side of a sixteen foot road running along the East side of the Crisfield Academy lot, containing three-fourths of an acre of land, more or less, the same being all the real estate and premises conveyed unto

George W. Elzie, and the said Kate Elzie, his wife, as tenants by the entireties, by Leslie H. Curtis by deed bearing date the first day of March, in the year nineteen hundred and ten, and recorded among the Land Records of said Somerset County in Liber S.F.D. No. 53 folio 371 etc, (the said George W. Elzie having pre-deceased the said Kate Elzie), and is also all the real estate and premises conveyed unto the said Leslie H. Curtis by the said George W. Elzie and Kate Elzie, his wife, by deed bearing date the first day of March, in the year nineteen hundred and ten, and record among said Land Records in Liber S.F.D. No. 53, folio 370, whereupon James B. Tawes, of Somerset County, in the State of Maryland, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Three Hundred and Twenty-five dollars, of which said purchaser paid one hundred and twenty-five dollars in cash, and gave his bond for the balance of two hundred dollars, payable on the ratification of said sale by this Honorable Court.

And your trustee further reports that at the time of advertising said sale he gave notice to the said Kate Nelson (formerly Kate Elzie) to file their claims, with the vouchers thereof, in the office of the Clerk of this Court within one month from the day of sale.

And your trustee prays the ratification of his said proceedings, and the sale by him made.

Respectfully submitted,

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of July, in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee named in the above report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

B. Horace Ford, trading as the Crisfield Electrical Construction Company VS. Sarah Anne Tilghman and others.	No. 4541 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 23rd day of July nineteen hundred and thirty-five, 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 26th day of August, 1935; 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 30th day of August, 1935.

The reoirt states the amount of sales to be $325.00.

J. Millard Tawes, Clerk.

And now at this day to wit: on the twenty-eight day of August in the year nineteen hundred thirty-five 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:

B. Horace Ford, trading as the Crisfield Electrical Construction Company Vs. Sarah Anne Tilghman and others.	No. 4541 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 28th day of August, nineteen hundred and thirty-five, 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 this cause.

James M. Crockett, 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. Milland Lewis, Clerk.

Farmers Bank of Somerset County, a Maryland Corporation, VS. S. Eugene Whittington, Virginia E. Whittington, and Anna Whittington, Children and heirs at law of Sarah Virginia Whittington, deceased.	Be it remembered that heretofore, to wit, on the twenty-fifth day of February in the year nineteen hundred thirty-five, a certain Farmers Bank of Somerset County, by Gordon Tull, its solicitor, exhibited and filed in the Circuit Court here a

bill of complaint against S. Eugene Whittington, Virginia E. Whittington and Anna Whittington, which said bill of complaint is in the words following, to wit:

Farmers Bank of Somerset County, a Maryland Corporation, VS. S. Eugene Whittington, Virginia E. Whittington, and Anna Whittington, children and heirs at law of Sarah Virginia Whittington, deceased.	No. 4668 Chancery Circuit Court for Somerset County, Maryland

To the Honorable the Judges of said Court:

Your Orator, complaining, says:

1. That your Orator, on the 18th day of December, 1934, by virtue of an execution issued on a Judgment of the Farmers Bank of Somerset County against Eva. C. Broughton, Harry Whittington and Evelyn Broughton, being No. 4 Judicials, January Term, 1935, in said Court, purchased at the sheriffs sale all the right, title and interest of Evelyn Broughton and of Harry Whittington, in and to all that Franklin Eugene Broughton Farm containing 220 acres of land more or less, together with the three acre house and lot a Shelltown in Brinkleys District, Somerset County, Maryland, whereon the said Franklin Eugene Broughton lived and died and wich in his last Will he devised to his widow, Eva C. Broughton for life and after her death to his two children, Evelyn Broughton and Sarah Virginia Whittington, in equal shares, share and share alike. The said Harry Whittington being the survivind husband of said Sarah Virginia Whittington, who died before the determination of said life estate of said Eva C. Broughton.

2. That as such purchaser at said Sheriffs sale, your Orator and and the three children

of said Sarah Virginia Whittington, Viz: S. Eugene Whittington, Virginia E. Whittington, and another child, Anna Whittington, who is a minor under the age of twenty-one, who are the only children and heirs at law of the said Sarah Virginia Whittington, are seized in fee simple, as tenants in common of all that Franklin Eugene Broughton Farm, and house and lot of three acres, more or less, in Shelltown, being the same properties Devised by said Franklin Eugene Broughton in his last will and testament to his widow, Eva C. Broughton, for life, and with remainder to his said two children, share and share alike, and described as follows:

First: All that Farm known as the Eugene Broughton Farm, together with the timber thereon, where the said Eugene Broughton lived and died, containing 220 acres of land, more or less, the cleared land being bounded on the north by land of L. H. McDaniel: on the east and south that of E. H. Smith, and on the west by both the Milbourne and McDaniel lands.

Second: Also all that House and Lot of land, containing three acres, more or less, at Shelltown, Brinkleys District, Somerset County, Md. which is bounded on the north by land of R. J. Cropper, on the east by that of E. M. Riggin and of E. H. Smith, on the south by the County Road and on the west by E. T. Long.

The said Farmers Bank of Somerset County, by virtue of said Sheriffs sale being seized of a two thirds interest in said lands and properties, and the said children and heirs at law of Sarah Virginia Whittington, deceased, being seized of the other one third interest therein.

(3) That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein, 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 amongst the parties according to their several interests.

4. That the said Sarah Virginia Whittington died, intestate, seized in fee simple of a one half interest in said lands so devised to her and her sister, Evelyn Broughton, by their father, Franklin Eugene Broughton, leaving surviving her a husband, Harry Whittington who resides in Somerset County, and three children, Viz: S. Eugene Whittington, of full age and resides at No. 3105 Chestnut Ave., Baltimore, Maryland, and Virginia E. Whittington, who is of full age and resides in Somerset County, and also Anna Whittington, a minor under the age of twenty one and who resides in Somerset County, and leaving no sufficient personal property to administer on and there never was any administration on her estate.

To the end therefore,

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of said sale may be distributed between your orator and the said S. Eugene Whittington, Virginia E. Whittington and Anna Whittington, according to their respective rights and interests.

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

May it please your honor to grant unto your orator the writs of subpoena directed to the said S. Eugene Whittington, and adult residing at No. 3105 Chestnut Avenue, Baltimore City and to Virginia E. Whittington, and adult residing in Somerset County and to Anna Whittington, a Minor, residing in Somerset County, commanding them and each of them to be and appear in this Court, at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc.

Gordon Tull,
Solicitor for Plaintiff

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

S. Eugene Whittington, 3105 Chestnut Avenue, 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, on the first Monday in April next to answer the complaint of Farmers Bank of Somerset County, a Maryland corporation against you & others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Anno Domini 1935 issued the 25th day of February Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Virginia E. Whittington, Anna Whittington of Somerset County, Greeting:

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

Witness, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Anno Domini 1935 issued the 25th day of February Anno Domini 19---.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in April in the year nineteen hundred thirty-five, 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. Dugan, 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:

3105 Chestnut Ave. Summoned and a copy of the process left with the Defendant.

Joseph C. Dugan, Sheriff.

At which said first Monday in April in the year nineteen hundred thirty-five, 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, W. H. Dryden, to whom the writ 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 by reading the writ to both defendants and leaving a copy thereof with the adult defendant and also a copy with Harry Whittington, father of the infant defendant.

So answers,

W. H. Dryden, Sheriff.

And thereafter to wit, on the seventeenth day of April in the year nineteen hundred thirty-five, 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, etc. Vs. S. Eugene Whittington, Virginia E. Whittington and Anna Whittington, heirs at law of Sarah Virginia Whittington, decd.	No. 4668 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

Plaintiff in the above entitled cause respectfully represents:

That the defendants have all been duly summoned to appear to the Bill of Complaint filed in this cause, and although more than fifteen days from the return day have passed, there has been no appearance by any of them either in person or by attorney, and plaintiffs prays that your Honor to pass an order taking the Bill pro-confesso against the two adult defendants, S. Eugene Whittington and Virginia Whittington, and to appoint a guardian Ad. Litem to appear and answer for Anna Whittington, the infant defendant.

Respectfully submitted,

Gordon Tull,

Solicitor for plaintiff

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

The adult defendants, S. Eugene Whittington, and Virginia E. Whittington, having been duly summoned to appear to the Bill of Complaint, and having failed to appear thereto.

It is thereupon this 17th day of April, 1935, by the Circuit Court for Somerset County, in Equity, ordered and decreed that the said Bill of Complaint be and the same is hereby taken pro-confesso as against the said two adult defendants, S. Eugene Whittington and Virginia E. Whittington, and also it is also hereby ordered that James R. Stewart be and he is hereby appointed Guardian Ad-Litem to appear and answer for the said infant defendant, Anna Whittington, and it is also hereby ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court to sustain the allegations of the Bill.

James M. Crockett, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

The answer of Anna Whittington, infant defendant, in this case, by James R. Stewart, Guardian ad Litem, by order of this Court, to the bill of Complaint of the Farmers Bank of Somerset County Inc. against her in this Court exhibited.

This defendant being an infant, cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound ets.

James R. Stewart,

Guardian Ad. Litem.

And afterwards, to wit, on the twentieth day of April in the year nineteen hundred thirty-five, 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:

Farmers Bank etc. VS. S. Eugene Whittington, et. al.s	No. 4668 Chancery Circuit Court for Somerset County, Maryland

In the above entitled case, 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 Saturday, the 20th. day of April, nineteen hundred and thirty five, I did take the following depositions, that is to say:

Edwin A. Robinson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edwin A. Robinson; age 43 years; residence Marion Station, Md. occupation, Chasier Farmers Bank of Somerset County.

Int. 2. Do you know the parties to this suit and if so, how long have you know them?

Ans. I do. The Farmers Bank is the plaintiff and S. Eugene Whittington, Virginia E. Whittington and Anna Whittington are the defendants. All the defendant are adults except Anna Whittington, who is a minor. I have been knowing them and their parents before them for many years.

Int. 3. Is Sarah Virginia Whittington living or dead? If dead, about when did she die and did she leave any property? If so, where is it located and give its value. Also did she leave any children or heirs at law and if so, give their names.

Ans. Sarah Virginia Whittington died about 1926. She died intestate leaving surviving her a husband, Harry Whittington, and three children I have named in my former answer.

She left no personal property of any amount and there never has been any administration on her estate, because what little personal property she left would not more than pay the expenses of administration. She did leave real estate, or an interest therein, located in Brinkleys District, Somerset County, Maryland. At the time of her death she owned a one half interest in and to the following real estate, which she acquired by virtue of the last will and testament of her father, Eugene Broughton, viz: all that Eugege Broughton farm containing 220 acres, more or less, including the timber lands connected therewith, and adjoining the lands of L. H. McDaniel, E. H. Smith and Mr. Milbourne. She also left an interest in a house and lot at Shelltown containing three acres of land, more or less, adjoining the county road and the lands of R. J. Cropper, E. M. Riggin, E. H. Smith and E. T. Long.

Int. 4. What interest did she own in each of these two tracts of land, how did she acquire it, what is the value of each interest and who owns the remainder?

Ans. Her father, Eugene Broughton, in his last will and testament these two lots of land to his widow for life, and after her death to his two children, Evelyn Broughton and Sarah Virginia Whittington, share and share alike. As I said before, Sarah Virginia Whittington died leaving a husband surviving as well as the aforesaid three children. The Farmers Bank under a judgment sold and purchased the interest of Evelyn Broughton and of Harry Whittington, which according to my calculation amounts at two thirds interest, leaving a one third interest outstanding, being an undivided interest of one third now

belonging to the said defendants. I estimate that this one third interest in the Eugene Broughton home place is worth about $400.00 and that the outstanding one third interest is worth about $150.00. The plaintiff in this case already owns the other two thirds interest in these lands.

Int. 5. What is the value of all the real estate that you have mentioned as belonging to the plaintiff and the defendants, two thirds to the plaintiff and one third to the defendants, which you ask to be sold.

Ans. Simply multiply my previous answer by three so as to take in the whole amount of the real estate or $1650.00.

Int. 6. State whether or not the said lands or either part or portion thereof is susceptible of partituon in kind?

Ans. No, I do not think that either part or parcel thereof is susceptible of partition without material loss and injury to the parties entitled to interest therein, because so far as the broughton home place is concerned, a great deal of it is in marsh land a good part in wood or timber land and it has only a home or out buildings for one family, and the expenses of a division in kind would be out of porportion at this time to the value of the land and also as to the Shelltown house and lot of course it cannot be divided because it is a small house and lot and suitable for only one family, and could not be divided amicably, therefore I think that the best way for the parties in interests to get their shares is to sell the whole of the two properties and divide the proceeds thereof among the parties according to their respective interests.

Int. 7. Court question: Nothing more except possibly to explain that when I gave the value of the defendants one third interest I meant that the whole value of the real estate to be sold amounts to three times that sum. and that the best way to divide it is to sell and divide the proceeds.

Test: Harry C. Dashiell. Edwin A. Robinson.

Howard G. Price, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Howard G. Price; age 38 years; residence Marion Station, Md. occupation, farming.

Int. 2. Do you know the parties to this suit and if so, how long have you know them?

Ans. I have known the parties for about ten years.

Int. 3. Is Sarah Virginia Whittington living or dead and if dead, when did she die? What property did she leave and who are her heirs at law?

Ans. She died so far as I can remember about the year 1926, She died intestate and left surviving her a husband, Harry Whittington and three children, Virginia E. Whittington, S. Eugene Whittington and Anna Whittington, all of whom are of age except Anna who is a minor. She left no personal property of any amount and there never was any administration, but she did leave real estate a one half interest in two pieces in Brinklesys District, Somerset County. The first piece being the Eugene Broughton farm of about 220 acres, more or less, and the other piece being the house and lot at Shelltown of about three acres, more or less.

Int. 4. Who owns the other interest in this real estate which you have mentioned?

Ans. The Farmers Banks owns the other two thirds interest. having purchased it under a judgment held against Evelyn Broughton and Harry Whittington. My opinion is that the whole real estate, both tracts, according to the sale of the other two thirds interest is worth $1650.00.

Int. 5. State whether or not the said lands or either part or portion thereof is susceptible of partition in kind?

Ans. I think that the best way to divide it would be to sell all the real estate and divide the proceeds of the sale to the parties entitled to interests therein, viz, two thirds to the Bank and one third to the defendants. It cannot be divided in kind very well and because so far as the Broughton home place is concerned the great deal of it is in marsh and a good part in wood land and it has only a home for one family, and the expenses of a division in kind would be out of porportion at this time to the value of the land. The house and lot at Shelltown cannot be divided in kind because it is too small and a property for only one family

Court question and answer:

"I do not believe there is".

Test: Harry C. Dashiell, Exam. Howard G. Price

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 20th. day of April, nineteen hundred and thirty five.

Harry C. Dashiell (Seal)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
Howard G. Price	witness & mileage	1.39.
		$5.39

And thereafter to wit, on the twenty-second day of May in the year nineteen hundred thirty-five the Circuit Court here passed the following decree in the premises, to wit:

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 22nd day of May, 1935, by the Circuit Court for Somerset County, in Equity, ordered and decreed that the property mentioned in these proceedings, in No. 4668 Chancery, 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 and a surety or sureties, to be approved by this Court, in the penalty of Two Thousand Dollars, if executed by a regular Bonding Company, and a mere personal bond, then in the penalty of Four Thousand Dollars, ($4000.00) conditioned for the faithful performance of the trust reposed in him by this decree or order, 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 a weekly Newspaper printed and 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, Balance in Six months, or all cash at the option of the purchaser, the credit portion to bear interest and be secured to the satisfaction of the trustee, and, as soon as may be convenient after 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 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, or successors, the property and estate to him, her, it or them sold, free clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming from, by 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 the 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.

James M. Crockett, 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 Norman T. Whittington and Eva Tull Mills, sureties, all of Somerset County and State of Maryland, are held and firmly bound to 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 22nd day of May, in the year of our Lord One Thousand nine hundred and thirty-five.

Whereas the above bounden Gordon Tull, by virtue of a decree of the Circuit Court for Somerset County in the case of the Farmers Bank against S. Eugene Whittington, et als, being No. 4668 Chancery, has been appointed trustee to sell the property in the said proceedings mentioned and now pending in said Court.

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

Witness our hands and seals the day and year aforesaid.

Gordon Tull (Seal)

Test: E. A. Robinson

Norman T. Whittington (Seal)

Eva Tull Mills (Seal)

Which said bond was thus thereon endorsed, to wit:

The within bond is hereby approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of June in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

Farmers Bank of Somerset County, a Maryland Corporation, VS. S. Eugene Whittington, Virginia E. Whittington, and Anna Whittington, Children and heirs at lat of Sarah Virginia Whittington, deceased.	No. 4668 Chancery Circuit Court for Somerset County, Maryland

To the Honorable the Judge of said Court:

The report of Gordon Tull, trustee, appointed by a decree of this Court, passed on the 22nd day of May, 1935, in the above entitled cause, to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after 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 three successive weeks, and more than 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 the 18th day of June, 1935, at the hour of two o'-clock, P.M., and then and thereproceeded to sell said property in manner following, that is to say: Your trustee first offered at public sale to the highest bidder the property mentioned in said decree, as follows:

First: All that farm known as the Eugene Broughton Farm, together with the timber thereon, where the said Eugene Broughton lived and died, containing 220 acres of land, more or less, the cleared land being bounded on the north by land of L. H. McDaniel: on the east and south by that of E. H. Smith and on the west by both the Milbourne and the McDaniel lands.

Second: Also all that House & Lot of land, containing three acres, more or less, at Shelltown, Brinkleys District, Somerset County, Md. which is bounded on the north by land of R. J. Cropper, on the east by that of E. M. Riggin and E. H. Smith, and on the south by the County Road, and on the west by E. T. Long:

All of which said land is located in Brinkleys District, Somerset County, Maryland, and is a part of the Eugene Broughton lands and that part devised by said Broughton to his widow, Eva C. Broughton for the term of her natural life and at her death to his two Children, viz: Evelyn Broughton and Sarah Virginia Whittington, in equal shares, share and share alike.

And your trustee after making a public announcement at and before the sale, that he would sell the Farm and the House and Lot at Shelltown, separately, and then sell them together as a whole and if the bid as a whole exceeded the sum of the bids separately, then the separate bids would be rejected and the price as a whole accepted by the trustee, proceeded to make the sale as publicly announced, first offering for sale the said Eugene Broughton Home Place, and for which the highest bid made was by The Farmers Bank of Somerset County of Twenty Five Hundred Dollars. And your trustee then proceeded to offer for sale the House and Lot at Shelltown, and for which the highest bid made was by The Farmers Bank of Somerset County of Five Hundred Dollars. And your trustee then proceeded to offer the said Broughton Farm and also the said House and Lot at Shelltown as a whole and both together, and the highest bid received therefor was by The Farmers Bank of Somerset County of Three Thousand Dollars. Therefore, your trustee hereby reports that inasmuch as the sum

of the two amounts bid for the said two properties was three thousand Dollars, and the highest bid on the said two properties as a whole was three thousand dollars, and there were no other bids by anyone except by the Farmers Bank, the said two lots were struck off to the said Farmers Bank of Somerset County, which was then and there the highest and best bidder therefor, and the same were sold to said Farmers Bank and the said purchaser has complied with the terms of sale.

And your trustee prays a ratification of the said sale,

Respectfully submitted.

Gordon Tull, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of June, in the year, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, trustee in the above entitled cause and made oath in due form of law that the matters and things set forth in the above and foregoing report of sale are true as therein stated 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 Maryland Corporation, VS. S. Eugene Whittington, Virginia E. Whittington and Anna Whittington, Children and heirs at law of Sarah Virginia Whittington, deceased.	No. 4668 Chancery Circuit Court for Somerset County, Maryland

In the above entitled cause, it is hereby ordered this 18th day of June, 1935, by the Circuit Court for Somerset County, in equity, that the sale of the real estate mentioned herein, made and reported by Gordon Tull, trustee, aforesaid 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 18th day of July, 1935, Provided a copy of this order be inserted in some weekly newspaper, princed in Somerset County, once in each of three successive weeks before the 15th day of July, 1935.

The report states the amount of sales to be $3000.00.

J. Millard Tawes, Clerk.

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

Farmers Bank of Somerset County, a Maryland Corporation VS. S. Eugene Whittington, Virginia E. Whittington and Anna Whittington, Children and heirs at law of Sarah Virginia Whittington, deceased.	No. 4668 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 19th day of July, 1935, that the sale made and reported by Gordon Tull, trustee in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

James M. Crockett, 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.

George H. Myers, Assignee, Ex parte, under power in mortgage from William J. Jones and wife to Bank of Somerset.	Be it remembered that heretofore to wit, on the twenty-seventh day of January in the year nineteen hundred and thirty-five 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 Bank of Somerset by a certain William J. Jones and wife of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 22nd day of August in the year nineteen hundred and ten, by William J. Jones and Leah Jones, his wife, of Somerset County and State of Maryland, Witnesseth:

Whereas, the said William J. Jones and Leah Jones have this day borrowed from the "Bank of Somerset", a body corporate existing under the laws of the State of Maryland, the sum of two hundred dollars and have executed and delivered to the said Bank of Somerset their promissory note for said sum, dated evenly herewith, payable 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 William J. Jones and Leah Jones, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns, all that lot or parcel of land in West Princess Anne District, in Somerset County, Maryland, on the Northwest side of the Pine Pole County Road containing ten and five-eights acres, more or less, being the same land which was conveyed to the said William J. Jones by Asher Trout by deed dated the 13th day of August, 1888, recorded among the same records in Liber H. F. L. No. 6 folio 219 &c, and whereon the said mortgagors now reside.

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 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 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 is 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, 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 degree 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, convenant to pay to the party advertising under said powers hereby granted all expenses incident to said avertisement 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 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 lied 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: E. B. Lyons

William J. his X mark Jones (Seal)

Leah X Jones (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 22nd day of August in the year nineteen hundred and ten before me, the subscriber, Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared William J. Jones and Leah Jones, 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 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 the said Bank of Somerset, mortgagee as aforesaid 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 agent and Vice-President of the Bank of Somerset, the mortgagee, and that he is authorized to make this affidavit.

Emanuel B. Lyons, J. P.

Received for record Aug. 22, 1910 and recorded in Liber S. F. D. No. 56 folio 98 &c one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

ASSIGNMENTS

For value received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August 1934.

BANK OF SOMERSET

Attest: S. H. Sudler, Cashier

Princess Anne, Md.

CORPORATE SEAL

BY: Wm. B. Spiva, President.

Filed for record 13th Sept. 1934 and recorded in Liber S.F.D. No. 56 folio 98.

Test: J. Millard Tawes, Clerk.

For value received, and for the purpose of foreclosure The Somerset Mortgage and Certificates Corporation, a body corporate, hereby assigns the within and aforesaid mortgage to George H. Myers of Somerset County, Maryland.

Witness the Corporate Seal of the said Somerset Mortgage and Certificates Corporation and the hand of William B. Spiva, Vice-President thereof, this nineteenth day of June, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION

Witness: J. A. Powell

By: Wm. B. Spiva, Vice-President.

Filed for record 27th June, 1935 and recorded in Liber S.F.D. No. 56 folio 98.

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, as principal, and Willaim B. Spiva, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just 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 twenty-seventh day of June, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by William J. Jones and wife to Bank of Somerset, dated August 22, 1910, and recorded among the land records of Somerset County, Maryland, in Liber No. 56, folio 98 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, 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 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: Eunice Pilchard

Geo. H. Myers (Seal)
Wm. B. Spiva (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventeenth day of July in the year nineteen hundred thirty-five, 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 William J. Jones and wife.	No. 4708 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 William J. Jones and Leah Jones, his wife to Bank of Somerset and dated August 22, 1910 and recorded among the Land Records of Somerset County in Liber-------No. 56, folio 98, 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 newspaper published in Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at Court House Door,

Princess Anne, Maryland on the sixteenth day of July in the year nineteen hundred and thirty-five at two o'clock P.M. and then and there proceed to sell said property, to wit:

All that lot or parcel of land whereon the said mortgagor now resides situate in West Princess Anne Election District in said Somerset County, on the northwest side of the county road, known as the "Pine Pole" road containing ten and five-eighths acres, more or less, and being the same land which was conveyed to the said William J. Jones by deed from Asher Trout, dated August 13, 1888, and recorded as aforesaid in Liber H. F. L. No. 6, folio 219, et seq.

And sold the same to The Somerset Mortgage and Certificates Corporation a body corporate, under the laws of the State of Maryland it being then and there the highest bidder therefor, at the sum three hundred eighty five dollars and the said purchaser has complied with the terms of sale; and said assignee has distributed the proceeds of said sale as follows:

To George H. Myers, Assignee, solicitor's fees and commissions	$35.00
The Somerset News, advertising and order nisi	16.00
B. C. Dryden, Auctioneer	2.00
J. Millard Tawes, Clerk's fees	11.00
Carlos Bozman, State and County taxes	137.54
Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt, interest and insurance premiums advanced.	183.46
Total	$385.00

Respectfully submitted,

Geo. H. Myers, Assignee and Trustee.

State of Maryland, Somerset County, Sct:

On this 17th day of July nineteen hundred and thirty-five, personally appeared before me, Clerk of the Circuit Court the State of Maryland, in and for Somerset County aforesaid George H. Myers, Assignee named in the above report of sale and distribution, 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 folloring order, to wit:

George H. Myers, Assignee, Ex parte under power in mortgage from William J. Jones & wife.	No. 4708 Chancery Circuit Court for Somerset County, Maryland

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 and Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August, 1935, 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 16th day of August, 1935.

The Report states the amount of Sales to be $385.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-first day of August in the year nineteen hundred thirty-five, 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 William J. Jones and wife	No. 4708 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this twenty-first day of August, 1935, that the sale and distribution of the 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 expense as he shall produce vouchers for to the Auditor.

James M. Crockett.

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.

George H. Myers, Assignee, Ex parte under power in mortgage from Etta Handy and Ernest P. Handy, her husband.	Be it remembered that heretofore to wit, on the twenty-seventh day of June in the year nineteen hundred thirty-five, 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 Mary S. Miles and Laura M. Miles by a certain Etta Handy and Ernest P. Handy, her husband, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this thirteenth day of December in the year nineteen hundred and twenty, by Etta Handy and Ernest P. Handy, her husband, of Somerset County and State of Maryland:

Whereas the said Etta Handy and Ernest P. Handy, her husband, have borrowed of Mary S. Miles and Laura M. Miles, of Pocomoke City, the full sum of three thousand dollars, and given to them their bill obligatory therefor of even date herewith, payable twelve months after date, with interest from the date hereof payable semiannually, to secure the payment whereof, principal and interest, these presents are executed.

Now, therefore, this mortgage witnesseth that in consideration of the premises and the sum of five dollars, the said Etta Handy and Ernest P. Handy, her husband, do hereby grant and convey unto the said Mary S. Miles and Laura M. Miles, their heirs and assigns, all that farm, tract or parcel of land situated in Brinkley District, Somerset County, Maryland on the west side of the main county road leading from Shelltown to Rehobeth, commonly known as the James F. Milbourn farm, which was conveyed to the said Etta Handy by deed from Harriet E. Milbourn, Executrix of James F. Milbourn, (containing one hundred and thirty-five acres,) excepting so much thereof as was sold and conveyed to Frank Gale by said Etta Handy and Ernest P. Handy, by deed dated November 18th, 1918, containing thirty-three and 1/3 acres of land more or less; and excepting also a strip across the field on the north side of the aforesaid parcel, sold to the said Frank Gale by the said Etta Handy and Ernest P. Handy but for which no deed has been executed as yet, lying between the deeded parcel and a ditch to the end thereof, and then in a straight line therefrom to the outline of the Milbourn tract, containing by estimation ten acres of land, more or less, and aggregating forty-three and 1/3 acres it is intended to except,

leaving ninety-one and 2/3 acres of land, more or less it is intended to grant and convey by way of this mortgage deed to the said grantees. Reference to the aforesaid deeds, recorded among the land records of Somerset County in Liber W.J.S. No. 68 folios 20 &c. and No. 77, folios 177 &c is hereby made for a more particular description thereof as a part hereof as if particularly set out herein.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Etta Handy and Ernest P. Handy do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagees their personal representatives or assigns, or Charles O. Melvin their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having 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 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 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.

Etta Handy (Seal)

Test: C. O. Melvin.

Ernest P. Handy (Seal)

State of Maryland, Worcester County to wit:

I hereby certify, that on this thirteenth day of December in the year nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, personally appeared Etta Handy & Ernest P. Handy, her husband, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Mary S. Miles, one 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, in testimony whereof I hereunto subscribe my name and affix my Notarial Seal day and year last above written.

SEAL
OF
NOTARY

Charles O. Melvin, Notary Public

Received for record 14 Dec. 1920 and recorded in Liber W. J. S. No. 82 folio 226 &c one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENTS

For value received, and in pursuance of an order of the Orphans Court for Somerset County, Maryland, as administratrix of the personal estate of Mary S. Miles, deceased, I hereby assign the within and foregoing mortgage to Laura M. Miles, individually.

Witness my hand and seal this 14th day of July, 1925.

Laura M. Miles (Seal)

Witness: Florence K. Brown.

Administratrix of Mary S. Miles,
deceased.

Filed for record Jul. 16, 1925 and recorded in Liber W.J.S. No. 82 folio 256.

Test: W. Jerome Sterling, Clerk.

As collateal security for the payment of my note for eighteen hundred dollars, dated evenly herewith, payable to the Bank of Somerset, a body corporate, six months after date,

with interest from date, and as collateral security for the payment of the bill obligatory of William C. Miles and myself, for forty-one hundred dollars, dated the 28th day of November, 1925, payable to the said Bank of Somerset one year after date, with interest from date, I hereby assign the within and foregoing mortgage to the said Bank of Somerset, its successors and assigns.

Witness my hand and seal this 21st day of April, nineteen hundred and twenty-six.

Witness: Vernon L. Brown. Laura M. Miles (Seal)

Filed for record 23 April, 1926 and recorded in Liber W.J.S. No. 82 folio 256.

Test: W. Jerome Sterling, Clerk

For value received, the Bank of Somerset, a body corporate, hereby assigns all its interest in the within and foregoing mortgage to Laura M. Miles.

Witness the corporate seal of said Bank of Somerset, and the signature of H. Fillmore Lankford, Vice-President of said Bank of Somerset, this 7th day of January, nineteen hundred and twenty-eight.

Witness: Wm. B. Spiva H. Fillmore Lankford, President

CORPORATE SEAL of Bank of Somerset.

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 9th day of January, nineteen hundred and twenty-eight.

Witness: Vernon L. Brown. X Laura M. Miles (Seal)

CORPORATE SEAL

Filed for record 11th Jany., 1928 and recorded in Liber W.J.S. No. 82, folio 257.

Test: Geo. W. Lawson, Clerk.

For value received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,

Attest: S. H. Sudler, Cashier Princess Anne, Md.

CORPORATE SEAL By: Wm. B. Spiva, President.

Filed for record Sept. 13th, 1934 and recorded in Liber J. M. T. No. 106 folio 205.

Test: J. Millard Tawes, Clerk.

For value received, and for the purpose of foreclosure The Somerset Mortgage and Certificates Corporation, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers of Somerset County, Maryland.

Witness the Corporate Seal of the said Somerset Mortgage and Certificates Corporation and the hand of William B. Spiva, Vice-President thereof, this nineteenth day of June, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE

Witness: Elizabeth T. Jones AND CERTIFICATES CORPORATION

CORPORATE SEAL By: Wm. B. Spiva, Vice-President.

Filed June twenty-seventh in the year nineteen hundred thirty-five.

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, as principal, and William B. Spiva, as surety, both of Somerset County, State of Maryland, 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, 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, executros 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-five.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Etta Handy and husband to Mary S. Miles and Laura M. Miles, dated December 13, 1920, and recorded among the land records of Somerset County, Maryland, in Liber No. 82, folio 256 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, 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 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.

Geo. H. Myers (Seal)

Witness: Eunice Pilchard.

Wm. B. Spiva (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventeenth day of July in the year nineteen hundred thirty-five, 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 Etta Handy and Ernest P. Handy, her husband.	No. 4709 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 Etta Handy and Ernest P. Handy, her husband to Bank of Somerset and dated December 13, 1920 and recorded among the Land Records of Somerset County in Liber No. 82 folio 256, 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 newspaper 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, Princess Anne, Maryland on the sixteenth day of July in the year nineteen hundred and thirty-five at two o'clock P.M. and then and thereproceed to sell said property, to wit:

All the real estate by said mortgage pledged and described therein, as follows: "All that farm tract or parcel of land situated in Brinkley's Election District, Somerset County, Maryland, on the west side of the main county road leading from Shelltown to Rehoboth, commonly known as the James F. Milbourn farm, which was conveyed to the said Etta Handy by deed from Harriet E. Milbourn, Executrix of James F. Milbourn, excepting so much thereof as was sold and conveyed to Frank Gale by said Etta Handy and Ernest P. Handy, by deed dated November 18th, 1919, containing 33 1/3 acres of land, more or less; and excepting also a strip across the field on the north side of the aforesaid parcel, sold to the said Frank Gale by the said Etta Handy and Ernest P. Handy, but for which no deed has been executed as yet, lying between the deeded parcel and a ditch to the end thereof, and then in a straight line therefrom to the outline of the Milbourn tract, containing by estimation ten acres of land, more or less, and aggregating forty-three and one third acres it is intended to except, leaving 91 2/3 acres of land, more or less, it is intended to grant and convey by way of this mortgage deed to the said grantees" (the said "strip across the field" so as aforesaid sold to Frank Gale was thereafter conveyed to said Gale by deed from said Etta Handy and husband, dated December 21, 1922 and recorded as aforesaid in Liber No. 86, folio 457 et seq.)

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, under the laws of the State of Maryland, it being then and there the highest bidder therefor, at the sum two thousand dollars and the said purchaser has complied with the terms of sale; and said Assignee has distributed the proceeds of said sale as follows:

To Carlos Bozman, State and County taxes	$211.37
The Somerset News, advertising and Order nisi	21.00
J. Millard Tawes, Clerk's fees	11.00
B. C. Dryden, Auctioneer	2.00
George H. Myers, account of Solicitor's fees and commissions	65.00
Balance to the Somerset Mortgage and Certificates Corporation, account of mortgage debt, interest, and insurance advanced.	1689.63
Total	$2000.00

Respectfully submitted,

Geo. H. Myers, Assignee & Trustee

State of Maryland, Somerset County, Sct:

On this 17th day of July nineteen hundred and thirty-five personally appeared before me, Clerk of the Circuit Court the State of Maryland, in and for Somerset County aforesaid George H. Myers, Assignee named in the above report of sale and distribution 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 Etta Handy, et vir	No. 4709 Chancery Circuit Court for Somerset County, Maryland

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 and Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August, 1935 Provided, a copy of this Order be inserted in some weekly news-

paper printed in said Somerset County, once in each of three successive weeks before the 16th day of August, 1935.

The Report states the amount of Sales to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-first day of August in the year nineteen hundred thirty-five 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 Etta Handy et vir.	No. 4709 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this twenty-first day of August, 1935, that the sale and distribution of the 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.

James M. Crockett, Judge.

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

Per_____, Clerk.

***

December 9, 1927, and recorded among the land records of Somerset County, Maryland, in Liber G.W.L. No. 95, folio 342, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained, is about to sell the land and premises described in said mortgage.

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 such mortgaged property, or the proceeds thereof, then the obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Mary E. Gunby.

L. Paul Ewell (Seal)
Principal.
Lillie Powell Ewell (Seal)
Cynthia Ardis (Seal)
Sureties.

Which said bond was thus thereon endorsed to wit:
The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-ninth day of May in the year nineteen hundred thirty-five, 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, ex parte. Trust created under mortgage from Charles H. Birkhead and Ida L. Birkhead, his wife, to L. Paul Ewell.	No. 4683 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, attorney named for foreclosure in a mortgage from Charles H. Birkhead and Ida L. Birkhead, his wife, dated December 9, 1927, and recorded among the land records of Somerset County, Maryland, in Liber G.W.L. No. 95 folios 342, and assigned by the said L. Paul Ewell to Walter L. Groton, 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, Somerset County, Maryland, for at least twenty days before the date of said sale, and by notice put up in front of the Court House door in the town of Princess Anne, Somerset County, Maryland, and by other notices extensively circulated, he did, pursuant to said advertisement attend in front of the Court House, Princess Anne, Somerset County, Maryland, on Saturday, May 25, 1935, at the hour of nine o'clock in the morning, and then and there offered for sale at public auction to the highest bidder for cash all those two farms or tracts of land in East Princess Anne District, Somerset County, Maryland, and more particularly described as follows:

First: All that tract or parcel of land back from the north or east side of the county road leading from Princess Anne to Plunket's Bridge and to Snow Hill, being a part of the William Broughton Homestead, containing 20.74 acres of land, more or less, together with all the right, title, interest and estate of the said mortgagors in and to a private

road or right of way leading from the county road aforesaid to the land hereby sold, said right of way having a uniform width of sixteen (16) feet and set forth and described in a deed to the said Charles H. Birkhead and a certain John H. Birkhead from Solon Dennis and wife dated August 3, 1918, and recorded among the land records of Worcester County, Maryland, in Liber----- folio-----, and sold the same to Cynthia Ardis, she being then and there the highest bidder therefor, at and for the sum of one hundred and fifty dollars ($150.00).

Second: All that lot or parcel of ground on the aforesaid county road containing five acres, more or less, being the same land where Charles H. Birkhead formerly lived and being all and the same land conveyed to the said Charles H. Birkhead and Ida L. Birkhead, from George M. Milbourn by deed dated the ---- day of September, 1918, and recorded among the aforesaid land records in Liber W.J.S. No. 77, folios 569, etc., and sold the same to Cynthia Ardis, she being then and there the highest bidder therefor, at and for the sum of three hundred dollars ($300.00).

Respectfully submitted,

L. Paul Ewell, Attorney.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 28th day of May, A.D. 1935, 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 as therein set forth and that the sale 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. Trust created under mortgage from Charles H. Birkhead and Ida L. Birkhead, his wife, to L. Paul Ewell.	No. 4683 Chancery Circuit Court for Somerset County, Maryland

Ordered this 29th day of May, A.D. 1935, by the Circuit Court for Worcester County, Maryland, in Equity, that the sale of the real estate mentioned in these proceedings made and reported by L. Paul Ewell, attorney named in mortgage from Charles H. Birkhead and Ida L. Birkhead, his wife, to the said L. Paul Ewell dated December 9, 1927, be ratified and confiemed unless cause to the contrary thereof be shown on or before the 29th day of June, 1935, provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once a week for three successive weeks before the 26th day of June, 1935.

The report states the amount of sale to be $450.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-ninth day of July in the year nineteen hundred thirty-five 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 29th day of July, 1935, 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 said sale (not personal) including a commission according to the Equity Rule in such case made and provided.

James M. Crockett, 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.

Edgar A. Jones VS. Lucy Burroughs, Lena Anderson, Mollie Bailey, Irving Bailey, John Bailey, Henry Bailey, Daniel Bailey and Emma Fields	Be it remembered that heretofore, to wit, on the twenty-first day of August in the year nineteen hundred thirty-four, a certain Edgar A. Jones exhibited and filed in the Circuit Court here a bill of complaint against Lucy Burroughs, Lena Anderson, Mollie Bailey, Irving

Bailey, John Bailey, Henry Bailey, Daniel Bailey and Emma Fields which said bill of complaint is in the words following, to wit:

Edgar A. Jones VS. Lucy Burroughts, Lena Anderson, Mollie Bailey, Irving Bailey, John Bailey, Henry Bailey, Daniel Bailey and Emma Fields.	No. 4611 Chancery Circuit Court for Somerset County, Maryland

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

Your Orator, who sues for himself as well as for all other creditors of George Stanford, late of Somerset County, deceased, who will come in and contribute to the expense of this suit, complaining says:

(1) That the said George Stanford was in his lifetime indebted unto your orator, Edgar A. Jones, in the full sum of one hundred dollars, with interest from August 26, 1933, as evidenced by his promisory note dated August 26, 1931, as will fully appear by reference to said promisory note, filed herewith, Marked Exhibit "A".

(2) That the said George Stanford, being so indebted unto your orator and also unto divers other persons, departed this life on the 4th day of July, 1934, intestate.

(3) That at the time of his death the said George Stanford was seized and possessed in fee simple of the following tracts or parcels of land, all situated in Somerset County, Maryland and more particularly described as follows:

(1) All that lot of land in Mt. Vernon Election District, Somerset County, Maryland, on the North side of the County road leading from Van Buren Corner to White Haven, near Van Buren Corner, bounded on the North by the lands of Susan Larmore, on the East by the lands formerly owned by Dan Bailey and on the South and West by the lands of Vaughn Hitch, being the same lot which was conveyed to the said George Stanford by Susan Larmore by deed dated September 1, 1931 and recorded among the land records of Somerset County in Liber J.M.T. 101 folio 452. And Second: All that lot or tract of land in said Election District, County and State and adjacent to the lot first above described, being the same and all the land which was conveyed to the said George Stanford by Frank C. Jones by deed

dated July 18, 1933 and recorded among the land records of said Somerset County in Liber J.M.T. No. 105 folio 286.

(4) That no administration was ever had on the personal estate of the said George Stanford, which is of small value an wholly insufficient to pay the debts due and owing by the said George Stanford at the time of his death.

(5) The following are the heirs at law of the said George Stanford.

(a) Lucy Burroughs, a sister residing at Mt. Vernon, Maryland,

(b) Lena Anderson, a neice residing at Mt. Vernon, Maryland,

(c) Mollie Bailey, a neice residing in Wilmington, Delaware,

(d) John Bailey, a nephew residing in Bridgeton, New Jersey,

(e) Henry Bailey, a nephew, whose last known address was Mt. Vernon, Maryland,

(f) Daniel Bailey, a nephew, who resides in Pocomoke City, Maryland.

(g) Emma Fields, a neice, who resides in Mt. Vernon.

(h) Irving Bailey, who resides in Baltimore City, Maryland

To the end, therefore:

(1) That the said real estate of the said George Stanford, deceased, or so much thereof as may be necessary may be sold for the payment of the claim of your orator and the claims of all creditors of the deceased.

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

May it please your honor to grant unto your complainant the order of publication giving notice to Mollie Bailey, resident of the City of Wilmington and the State of Delaware and John Bailey of Bridgeton, New Jersey, 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 day certain to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed, and also the writ of subpoena directed to Lena Anderson, Lucy Burroughs, Henry Bailey and Emma Fields, of Somerset County, Irving Bailey of the City of Baltimore, State of Maryland and Daniel Bailey, of Pocomoke City, Worcester County, Maryland, all adult defendants, 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.,

Edgar A. Jones, Complainant.

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

No.------ Due------

Princess Anne, Md. August 26, 1931

One day after date I promise to pay to the order of Edgar A. Jones the sum of one hundred dollars.

At the Peoples Bank of Somerset Co., 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 per cent additional as collection fee; and hereby authorizes and empowers any attorney of any Court of record or Justice of Peace to confess judgment against me, us or them for the above sum and any interest that may be due thereon and the costs of suit, with ten per cent collection charges. And the maker and endorser each hereby waives demand, protest and notice of non-payment hereof.

Witness Geo. his X mark Standford

Sept. 15, 1932 cr. by cash on int. $6.00

Dec. 23, 1932 " " " " 6.00

For value received & without recourse I hereby assign the within note to Dale Dashiell.

4/23/35 Edgar A. Jones.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Irving Bailey 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 September next to answer the complaint of Edgar A. Jones 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 July Anno Domini 1934 issued the 21st day of August Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Daniel Bailey 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 Edgar A. Jones 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 July Anno Domini 1934 issued the 21st day of August Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Lena Anderson, Lucy Burroughs, Emma Fields Henry Bailey 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 Edgar A. Jones 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 July Anno Domini 1934 issued the 21st day of August Anno Domini 1934.

Per order, J. Millard Tawes, Clerk

At which said first Monday in September in the year nineteen hundred 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 Baltimore City, Joseph C. Dugan 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,

Joseph C. Dugan, Sheriff.

And at the same time also came Wilmer S. Purnell, Sheriff of Worcester County, and made return thereof to the Court here for the second said writ in the words following, to wit:.

Summoned, So ans.

Wilmer S. Purnell, Sheriff.

And at the same time also came Luther Daughtery, Sheriff of Somerset County, and made return thereof for the third said subpoena: Summoned as to Lena Anderson, Lucy Burroughs, Emma Fields. Non est as to Henry Bailey.

Luther Daughtery, Sheriff.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Irving Bailey of Baltimore City, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in November next to answer the complaint of Edgar A. Jones 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 3rd day of September Anno Domini 1934 issued the 23rd day of October Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Henry Bailey of Somerset County, Greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in November next to answer the complaint of Edgar A. Jones 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 3rd day of September Anno Domini 1934 issued the 23rd day of October Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in November in the year nineteen hundred thirty-four, and the day of the return of the first above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City Joseph C. Dugan, 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.

Joseph C. Dugan, Sheriff.

And at the same time also came Luther Daughtery, Sheriff of Somerset County, and made return thereof for the second said subpoena:

Non Est.

Luther Daughtery, Sheriff.

And thereafter to wit, on the fifth day of December in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Edgar A. Jones VS. Lucy Burroughs, et al	No. 4611 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of the Circuit Court for Somerset County,

The Petition of the complainant in the above entitled case respectfully shows:

That heretofore, on the 21st day of August, 1934, he filed a bill of complaint praying that the writ of subpoena be issued directing certain of the defendants to be and appear in this Court on some certain day to show cause why a decree ought not to be passed as prayed and that the order of publication be granted giving notice to certain other defendants.

The writs of subpoena were duly issued and the defendants were returned summonsed except Henry Bailey, whose last know address was Somerset County, and Irving Bailey, whose last know address was Baltimore City, both of whom were returned "Non Est". The subpoenae were reissed and again in each case returned "Non Est".

Therefore, may it please your Honor to grant unto your complainant the order of publication giving notice to Henry Bailey and Irving Bailey, adult defendants, whose addresses are unknown to your complainant, 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 the day to be named therein, to show cause, if any they may have, why a decree ought not to pass as prayed.

Edgar A. Jones, Complainant.

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

Ordered by the Circuit Court for Somerset County this 5th day of December, 1934, that the complainant have leave, and leave is hereby granted, for the order of publication giving notice to the said Henry Bailey and Irving Bailey, as prayed.

James M. Crockett, Judge.

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:

Edgar A. Jones VS. Daniel Bailey et al.	No. 4611 Chancery Circuit Court for Somerset County, Maryland

The object of this suit is to procure a decree for the sale for certain real estate in Mt. Vernon Election District, Somerset County, on the North side of the County road leading from Van Buren Corner to White Haven, which was conveyed to George Stanford by two deeds one from Susan Larmore dated September 1, 1931 and the other from Frank C. Jones dated July 18, 1933.

The bill of complaint states that the said George Stanford died July 4th, 1934, and was indebted unto the complainant in the sum of $100 and also unto divers other persons, that he died intestate was was possessed of personal property insufficient for the payment of his debts and that no administration was ever had on his personal estate, and that it will be necessary that the said real estate be sold for the payment of the claims of his creditors; that the following are his heirs at law, Lucy Burroughs, Lena Anderson, Mollie Bailey, Irving Bailey, John Bailey, Henry Bailey, Daniel Bailey and Emma Fields, all adults, Mollie Bailey residing in the State of Delaware, John Bailey in the State of New Jersey, Lucy Burroughs, Lena Anderson and Emma Fields, in Somerset County, Daniel Bailey, in Worcester County, while the residents of Henry Bailey and Irving Bailey are unknown, two summonses to their last known places of residence having been returned "Non Est".

It is thereupon this 5th day of December, 1934 by the Circuit Court for Somerset County, 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 31st day of December, 1934, give notice to the said Mollie Bailey, John Bailey, Henry Bailey and Irving Bailey, adult non resident defendants in this cause, of the object and substance of the bill of complaint, warning them and each of them to be and appear in this court in person or by solicitor, on or before the 16th day of January 1935, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twentieth day of February in the year nineteen hundred thirty-five, the Court here passed the following order, to wit:

Edgar A. Jones VS. Lucy Burroughs, Lena Anderson, Mollie Bailey, Irving Bailey, John Bailey, Henry Bailey, Daniel Bailey and Emma Fields.	No. 4611 Chancery Circuit Court for Somerset County, Maryland

It appearing from the proceedings in this cause that the defendants Mollie Bailey, John Bailey, Henry Bailey and Irving Bailey, non resident adult defendants have been duly summoned by order of publication duly published and that the resident adult defendants Lucy Burroughts, Lena Anderson, Daniel Bailey and Emma Fields, have been duly summoned, but have failed to appear and answer:

It is thereupon this 4th day of February, in the year Nineteen hundred and thirty five, ordered, adjudged and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of complaint in said cause exhibited, be and the same is hereby taken pro confesso against all the non answering 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.

James M. Crockett, Judge.

And afterwards, to wit on the eleventh day of March in the year nineteen hundred thirty-five, 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:

Edgar A. Jones VS. Lucy Burroughs et al.	No. 4611 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 this Court, do hereby certify that at my office in Princess Anne, Maryland, on Saturday, March 9th, 1935, I did take the following depositions, that is to say:

Charles R. Bounds, a withess of lawful age, being first duly sworn, deposing says:

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

Ans. Charles R. Bounds, 58 years, Mt. Vernon, Somerset County, Maryland, a broker.

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

Ans. I have known all the parties to the suit many years. They are all adults. The plaintiff resides in Somerset County as do the following defendants,

Lucy Burroughs, Lena Anderson and Emma Fields. Henry Bailey left here many years ago and I do not know where he resides, Irving Bailey moved from here years ago to Baltimore, Daniel Bailey resides in Worcester County; the last I heard of Mollie Bailey she lived in Delaware, John Bailey lived in New Jersey.

Int. 3. Did you know George Stanford? If yea, is he living or dead, if dead when did he die? Did he or not leave a will, if not who are his heirs at law?

Ans. Yes, I knew George Stanford, he died on July 4th, 1934 and left no will and there was never any administration on his estate. He left as his only heirs at law, a sister, Lucy Burroughs, and the following neices and nephews, Lena Anderson, Mollie Bailey, John Bailey, Henry Bailey, Daniel Bailey, Emma Fields and Irving Bailey, all adults above the age of twenty one years.

Int. 4. State wheather or not the said George Stanford left any personal estate, if so was it sufficient to pay debts owing by him at the time of his death and funeral expenses.

Ans. His personal estate was very small, wholly insufficient to pay his debts and funeral expenses.

Int. 5. State wheather or not the said George Stanford left any real estate at the time of his death. If he did own such please describe it and estimate its value.

Ans. Yes he left two small lots situate in Mt. Vernon Election District, Somerset County, Maryland, on the East side of the County road leading from Van Buren Corner towards White Haven. One he purchased from Susan Larmore by deed dated September 1, 1931 and recorded among the land records of Somerset County in Liber J.M.T. 101 folio 452 and the other he purchased from Frank C. Jones, by deed dated July 18th, 1933 and recorded as aforesaid in Liber J.M.T. 105 folio 286. The latter lot is improved by a small frame dwelling. The total value of the property, which adjoins, is between $300 and $400.00.

Court question and Answer.

"Nothing further".

Test: Harry C. Dashiell. Charles R. Bounds.

Claude R. Bounds, a witness of lawful age, being first duly sworn, deposing says:

Int. 1. Do you know the parties to this suit? If yea how long have you known them and where do they reside?

Ans. I have known all the parties to the suit all their lives or all my life. The plaintiff resides in Princess Anne, Somerset County, Maryland. Lucy Burroughs, Lena Anderson and Emma Fields reside in Mt. Vernon, Somerset County, Daniel Bailey lives in Pocomoke, Mollie Bailey lives in Delaware, John Bailey in New Jersey. The last I heard of Irving Bailey he resided in Baltimore, Maryland and the last I knew of Henry Bailey was when he left this County many years ago. I don't know where he is. All the parties to these proceeding are adults above the age of twenty one years.

Int. 2. Did you know George Stanford? If yea, is he living or dead, if dead when did he die and did he or not leave a will.

Ans. I knew George Stanford who died on July 4th, 1934. He left no will.

Int. 3. State wheather or not the said George Stanford left any personal property. If so was it of sufficient value to pay his debts and funeral expenses and was there or not any administration on his estate.

Ans. He left very little personal property, insufficient in value to pay his debts and there was no administration on his estate.

Int. 4. State wheather or not the said George Stanford owned any real estate at the time of his death. If so please describe it and estimate its value.

Ans. He owned between two and three acres of land improved by a small frame dwelling, situate in Mt. Vernon Election District, Somerset County, Maryland, on the East side of the County road leading from Princess Anne to White Haven and near Van Buren Corner. One lot of this he purchased from Mrs. Susan Larmore in 1931 and the other lot he purchased from Frank C. Jones in 1933. I believe the value of the whole to be $300.00.

Int. 5. Please state if you can the names of the heirs at law of the said George Stanford.

Ans. His heirs are a sister, Lucy Burroughs and the following neices and nephews: Lena Anderson, Mollie Bailey, John Bailey, Henry Bailey, Daniel Bailey, Emma Fields and Irving Bailey.

Int. 6. Mr. Bounds I neglected before to ask your name, age occupation and residence.

Ans. My name is Claude R. Boundes, my age is 61 years, my occupation is filling station operator and my residence is in Mt. Vernon, Somerset Count, Maryland.

Test: Harry C. Dashiell Claude R. Bounds.

Edgar A. Jones, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. I am forty two years of age, an attorney at law, reside in Princess Anne and my name is Edgar A. Jones.

Int. 2. Do you know the parties to this suit?

Ans. I am the plaintiff and I know most of the defendants.

Int. 3. Please state wheather or not George Stanford at the time of his death was indebted to you and if so in what amount and how is the said indebtedness evidenced.

Ans. At the time of his death George Stanford owed me $100.00 with interest from August 26th, 1933, as evidednce by a promisory note dated August 26th, 1931 payable to my order one day after date, as will appear by reference to Exhibit "A" filed in these proceeding. No part of this indebtedness has been paid.

Test: Harry C. Dashiell Edgar A. Jones.

There being no further witnesses produced to me to be examined, I herewith at the request of the plaintiff 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 9th day of March, 1935.

Harry C. Dashiell (Seal)
Examiner in Chancery

Costs:

Harry C. Dashiell Exam. $4.00

And thereafter, to wit, on the twenty-eight day of March in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

Edgar A. Jones Vs. Lucy Burroughs et al.	No. 4611 Chancery Circuit Court for 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 twenty-sixth day of March in the year nineteen hundred and thirty five by the Circuit Court for Somerset County adjudged, ordered and decreed, that the property in the proceedings mentioned or so much thereof as may be necessary be sold, for the payment of the debts of George Stanford, deceased, and that Edgar A. Jones 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 filed with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a personal surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $500.00 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 newspaper published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one half cash on the day of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale and the amount thereof to be secured by the bonds of the purchaser with a surety to be approved by the Trustee, or all cash at the option of the purchaser, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. And at the time of advertising said sale the trustee is directed to give notice to creditors of the said George Stanford, deceased, to file their claims with the vouchers, thereof, with the Clerk of the Circuit Court for Somerset County on or before the 31st day of May 1935.

James M. Crockett, Judge.

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

Know all men by these presents: That we, Edgar A. Jones, E. Mace Smith and Edw. S. Bozman of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of five hundred dollars, current money, to be paid to the 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 and executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this seventeenth day of April, nineteen hundred and thirty-five.

Whereas, the above bounden, Edgar A. Jones, 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 suit of Edgar A. Jones vs. Lucy Burris, et al, the same being

No. 4611 on the Chancery Docket of said Court and now pending in said Court.

Now the conditions of the above obligation is such, that if the above bounden, Edgar A. Jones, do and shall, well and faithfully perform the trusts reposed in him by said decree or that may be reposed in him by any future order or decree, in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Edgar A. Jones (Seal)

Witness as to Edgar A. Jones et al: E. Mace Smith (Seal)

Geo. Norman Pusey Edward S. Bozman (Seal)

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the twenty-fourth day of April in the year nineteen hundred thirty-five, 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:

Edgar A. Jones VS. Lucy Burroughs et al.	No. 4611 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, Trustee, appointed in the above cause respectfully represents:

That by virtue of the power and authority of a decree passed in this cause on the 26th day of March, in the year Nineteen hundred and thirty-five, and after having given bond with approved security, as required by the said decree and for the faithful performance of the Trust reposed in him, and after having given more that twenty days notice of the time, place, manner and terms of sale by advertisement in the Maryland and Herald, and by hand bills posted in conspicious places in the County and mailed to the parties in interest and prospective purchasers, he did in pursuance of said notice attend in front of the Court House door in Princess Anne, Maryland, on Tuesday, April 23rd, 1935, at about the hour of two o'clock P.M. and then and there proceeded to sell at public auction the following described property:

He offered first all that lot or parcel of land situate in Mt. Vernon Election District, Somerset County, Maryland, containing one acre more or less, near Van Buren Corner and on the East side of the County road leading from said Corner towards White Haven, which was conveyed to George Stanford, by Susan Larmore by deed dated September 1st, 1931 and recorded among said land records of Somerset County in Liber J.M.T. 101, folio 452, and the highest bid received therefor was seventy five dollars;

He then offered all that lot or parcel of land situate in Mt. Vernon Election District, Somerset County, Maryland, containing two acres, more or less, situate as above and adjacent to the lot above described, being the same land which was conveyed to the said George Stanford by Frank C. Jones by deed dated July 18, 1933 and recorded among the aforesaid land records in Liber J.M.T. 105, folio 286, and the highest bid received therefor was seventy five dollars.

He then offered the two tracts above described as a whole and sold the same to Dale Dashiell at and for the sum of three hundred dollars, he being the highest bidder therefor

and the purchaser has complied with the terms of sale to the satisfaction of the Trustee.

Respectfully submitted,

Edgar A. Jones, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of April, in the year Nineteen hundred and thirty five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Trustee mentioned in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones VS. Lucy Burroughs et al.	No. 4611 Chancery Circuit Court for Somerset County, Maryland

It is ordered this 24th day of April, 1935, by the Circuit Court for Somerset County, Maryland, that the report of Edgar A. Jones, Trustee mentioned in the foregoing report of sale and the sale of the real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 28th day of May, 1935, 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 27th day of May, 1935.

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

J. Millard Tawes, Clerk.

And now at this day, to wit, on the fifth day of June in the year nineteen hundred thirty-five, 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:

Edgar A. Jones VS. Lucy Burroughs et al.	No. 4611 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 5th day of June, 1935, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the within report of sale, and the sale by him reported, be and the same are hereby finally ratified and confirmed.

James M. Crockett, 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.

"""

Edgar A. Jones, Assignee, Ex parte under power in mortgage from Burl Thomas and wife to Robert W. Adams.	Be it remember that heretofore to wit, on the twenty-ninth day of May in the year nineteen hundred thirty-five, 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 Robert W. Adams by a certain Burl Thomas and wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 26th day of September in the year nineteen hundred and four by Burl B. Thomas and Cora H. Thomas, his wife, of Somerset County in the State of Maryland Witnesseth:

Whereas the said Burl B Thomas and Cora H. his wife are justly and bona-fide indebted unto Robert W. Adams of said County and State on bill obligatory dated this day for the sum of One thousand dollars, payable four years after date with interest from date which said interest is to be paid annually, and the said Burl B. Thomas and Cora H. Thomas, his wife, wishing to make more secure said debt with interest and payable as aforesaid have 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 Burl B. Thomas and Cora H. Thomas, his wife, do grant and convey unto the said Robert W. Adams, his heirs and assigns all that farm or tract of land situate lying and being in Princess Anne Election District in Somerset County in said State, containing ninety seven and four sevenths acres of land more or less, and being the same parcel of land which was conveyed unto Lofford C. Briddell and Blanche Briddell, his wife, by Earle B. Polk and wife by deed dated the 10th day of February nineteen hundred and three and duly of record among the land records of Somerset County, and being the same lands and premises which were conveyed unto the said Burl B. Thomas by the said Lofford C. Briddell and wife by deed dated the 3rd day of August, Nineteen Hundred and Three and duly of record among the land records of Somerset County in Liber O.T.B. No. 35 folio 564 &c. To all of which said deeds and all the references in each of them 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.

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 Burl B. Thomas and Cora H. Thomas, 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 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 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 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 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, his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of the said mortgagors.

Burl B. Thomas (Seal)

Test: Sam'l H. Colonna

Cora H. Thomas (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 26th day of September in the year nineteen hundred and

four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Burl B. Thomas and Cora H. Thomas, 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 Robert W. Adams 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 has not required the mortgagors their agent of 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.

Sam'l H. Colonna, J. P.

Received for record 26th Sept. 1904 and recorded in Liber O.T.B. No. 36 folio 366 &c one of the Land Records of Somerset County.

Per: Oliver T. Beauchamp, Clerk.

ASSIGNMENT

For value received and as Executor of Robert W. Adams, deceased, I hereby assign the within and foregoing mortgage to Mary A. Sudler.

Witness my hand and seal this 1st day of July, nineteen hundred and twenty-one.

Test: W. Jerome Sterling, Clk., Morris H. Adams (Seal)

By: Benj. H. Sterling, Deputy Clerk. Executor of Robert W. Adams, deceased

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court do hereby certify that the foregoing Assignment is truly and correctly copied from Liber O.T.B. No. 36, folio 366, one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 24th day of May, 1935.

SEAL OF COURT J. Millard Tawes, Clerk.

For value received I hereby assign the within mortgage to Wilson M. Townsend, without recourse. 5/24/35.

Witness: Samuel H. Sudler Mary Adams Sudler (Seal)

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 27 day of May, 1935.

Witness: Mary R. Townsend. Wilson M. Townsend (Seal)

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, L. Shanley Ford and E. Mace Smith, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars ($2,000.00) current money to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twentieth day of June, in the year nineteen hundred and thirty-five.

Whereas, by a mortgage dated September twenty-sixth, nineteen hundred and four, recorded among the land records of Somerset County, in the State of Maryland, in Liber O.T.B. No. 36, folio 366, Burl B. Thomas and Cora H. Thomas, conveyed to Robert W. Adams certain real estate in said Somerset County, to secure the payment of the sum therein

mentioned; and whereas, by assignment dated July first, nineteen hundred and twenty-one, recorded as aforesaid, Morris H. Adams, executor of Robert W. Adams, assigned the said mortgage to Mary A. Sudler; and whereas by assignment dated May twenty-fourth, nineteen hundred and thirty-five, and recorded as aforesaid, Mary A. Sudler assigned the said mortgage to Wilson M. Townsend; and whereas by assignment dated May twenty-seventh, nineteen hundred and thirty-five the said Wilson M. Townsend 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 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 shall be void, otherwise to be and remain in full force and virtue in law.

Edgar A. Jones (Seal)

Witness: Benjamin L. Barnes

L. Shanley Ford (Seal)

E. Mace Smith (Seal)

Which said bond was thus thereon endorsed to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-eight day of June in the year nineteen hundred thirty-five, 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, Assignee, Ex parte. Under power in mortgage from Burl Thomas and wife to Robert W. Adams.	No. 4692 Chancery Circuit Court for Somerset County, Maryland

To the Honorable the Judges of said Court.

The report of sales of Edgar A. Jones, Assignee of a certain mortgage made and executed by Burl B. Thomas and wife to Robert W. Adams and dated September 26th, 1904, and recorded among the land records of Somerset County in Liber O.T.B. No. 36 folio 366 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 and 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 more than twenty days notice of the time, place, manner and terms of sale by advertisement in The Marylander and Herald, a weekly newspaper published in said Somerset County 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 25th day of June 1934, at three o'clock P.M. and then and there proceed to sell the property described in said mortgage, to-wit:

All that lot or parcel of land situate lying and being in East Princess Anne Election District, Somerset County, Maryland, containing ninety seven acres, more or less, being the same property which was conveyed to the said Burl B. Thomas by Lofford C. Briddell and wife by deed dated August 3rd, 1903, and recorded among the land records of Somerset County in Liber O.T.B. No. 35, folio 564, and sold the same to Wilson M. Townsend, he being then and there the highest bidder therefor at the sum of sixteen hundred and fifty-six dollars, ($1656.00) and the said purchaser has complied with the terms of sale.

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 27 day of June, in the year Nineteen hundred and thirty five, personally appeared before me, Clerk of the Circuit Court for Somerset County, State of Maryland, Edgar A. Jones, Assignee named in the above report of sale and made oath in due form of law that the matters and things stated in the foregoing report of sale, and the distribution therein reported, 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:

Edgar A. Jones, Ex Parte. Under power in mortgage from Burl B. Thomas and wife to Robert W. Adams.	No. 4692 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in these proceedings made and reported by Edgar A. Jones, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of July, 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 July, 1935.

The report states the amount of sales to be $1656.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the first day of August in the year nineteen hundred thirty-five, 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. Under power in mortgage from Burl B. Thomas and wife to Robert W. Adams.	No. 4692 Chancery Circuit Court for Somerset County, Maryland

Order by the Court this 1st day of August, 1935 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 by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expense as he shall produce vouchers for to the auditor.

James M. Crockett, 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; Ex-Parte. Trust created under mortgage from J. Sidney Hayman and Augusta P. Hayman, his wife to Clara L. Woolford and assigned to Gordon Tull.	Be it remembered that heretofore to wit, on the sixth day of June in the year nineteen hundred thirty-five, 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 Clara L. Woolford by a certain J. Sidney Hayman and Augusta P. Hayman of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 18th day of January in the year nineteen hundred and twenty-two by us J. Sidney Hayman and Augusta P. Hayman, his wife, both of Somerset County, Maryland, witnesseth: Whereas the said J. Sidney Hayman and Augusta P. Hayman, his wife, have borrowed from Clara L. Woolford of said County and State, the sum of eight hundred dollars ($800.00) as evidenced by the joint bill obligatory of the said J. Sidney Hayman and Augusta P. Hayman, his wife, to the said Clara L. Woolford for the said principal sum of Eight Hundred Dollars with interest thereon from the date thereof payable semi-annually from the date thereof, the whole principal sum payable two years from the date thereof and bearing even date herewith, with the option of paying the said principal sum in whole or in part in sums of not less than one hundred dollars at any interest paying period of said mortgage during its continuance. 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 J. Sidney Hayman and Augusta P. Hayman, his wife, do grant and hereby convey unto the said Clara L. Woolford, all that house and lot or parcel or parcels of land lying and being situate on the East side of Beechwood Street in the Town of Princess Anne in Somerset County, Maryland, and bounded on the north by the lands of Charles Lloyd, on the East by the New York, Philadelphia and Norfolk Railroad Company's land, on the south by the land of Oscar F. Jones and on the west by the aforesaid Beechwood Street and being the same and all the land which was conveyed unto the said J. Sidney Hayman by Neal C. Taylor and wife by deed dated on the 1st day of October 1920 and which said deed and all the matters therein contained and duly recorded among the Land Records of Somerset County in Liber W.J.S. No. 81, Folio 311 reference is hereby 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 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 hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt

and interest aforesaid, the said J. Sidney Hayman and Augusta P. Hayman, 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 their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee her personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor 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 and fifty 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.

X J. Sidney Hayman (Seal)

Test: Vernon E. White

X Augusta P. Hayman (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 18th day of January 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 J. Sidney Hayman and -------Hayman, 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 Henry J. Waters, Agent for Clara L. Woolford, the aforesaid 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 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 Jan. 18, 1922 and recorded in Liber W.J.S. 83, Folio 142 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.

Witness my hand and seal this 31st day of May, 1935.

Test: Lena Rigly Woolford

Clara L. Woolford (Seal)

Filed for record 6th June 1935 and recorded in Liber W.J.S. No. 83 folio 142.

Test: J. Millard Tawes, Clerk.

The Bill Obligatory referred to in the foregoing mortgage is in the words following, to wit:

$800.00

Two years after date we jointly and severally promise and oblige ourselves our executors or administrators to pay to Clara L. Woolford her heirs or assigns, the full and just sum of Eight Hundred Dollars ($800.00) with interest thereon from the date hereof payable semi-annually thereon from the date hereof with the option of paying the said principal sum in whole or in part in sums of not less than One Hundred dollars ($100.00) at any interest paying period of this note.

This note being given for money this day borrowed from the said Clara L. Woolford and is secured by mortgage bearing even date herewith upon house and lot of land on Beechwood St. in Princess Anne, Maryland: Witness our hands and seals this 18th day of January in the year 1922.

Witness: Vernon E. White

J. Sidney Hayman (Seal)

Augusta P. Hayman (Seal)

Interest paid to July 18th, 1922	$24.00
Interest paid to Jan. 18th, 1923	$24.00
Interest paid to July 18th, 1923	$24.00
Interest paid to Jan. 18th, 1924	$24.00
Interest paid to July 18th, 1924	$24.00
Interest paid to Jan. 18th, 1925	$24.00
Interest paid to July 18th, 1925	$24.00
Interest paid to January 18th, 1926	$24.00
Interest paid to July 18th, 1926	$24.00

Interest paid to Jan. 18th, 1927	$24.00
Interest paid to July 18th, 1927	24.00
Interest paid to Jan. 18th, 1928	24.00
Interest paid to July 18th, 1928	24.00
Interest paid to Jan. 18th, 1929	24.00
Interest paid to July 18th, 1929	24.00
Interest paid to Jan. 18th, 1930	24.00
Interest paid to June 18th, 1930	24.00
Int. paid to January 18, 1931	24.00
Int. paid to July 18, 1931	24.00
Int. paid to Jan. 18, 1932	24.00
Int. paid to July 18, 1932	24.00
Int. paid to Jan. 18, 1933	24.00
Int. paid to July 18, 1933	24.00
Int. paid to Jan. 18, 1934	24.00
Int. paid to July 18, 1934	24.00
" " " Jan. 18, 1935	24.00

State of Maryland, Somerset County, To-wit:

For value received I hereby assign the above and within mortgage to Gordon Tull.

Witness my hand & seal, this 31st day of May, 1935.

Test: Lena Rigby Woolford Clara L. Woolford (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 Clara L. Woolford and Lena R. Woolford, sureties, all of Somerset County, Maryland, (but Clara L. Woolford and Lena R. Woolford being now located temporarily in Washington D.C.) are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred Dollars ($1500.00), current money, to be paid to the said State of Maryland, or its certain attorney, to the payment whereof, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of June, in the year, 1935.

Whereas the above bounden Gordon Tull, by virtue of the power contained in a mortgage from Augusta P. Hayman and J. Sidney Hayman, her husband, dated January 18th, 1922, and duly recorded among the mortgage records of Somerset County in Liber W.J.S. No. 83, Folio 142 and duly assigned to Gordon Tull, is about to execute the trust reposed in him by the power in said mortgage (default having occurred under the covenants therein.

Now, therefore, the condition of the 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 of Court 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 this 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)

Test: Bertha Rodgers Clara L. Woolford (Seal)

Lena Rigby Woolford (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the second day of July in the year nineteen hundred thirty-five, 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; Ex-parte. Trust created under mortgage from J. Sidney Hayman and Augusta P. Hayman, his wife to Clara L. Woolford, and assigned to Gordon Tull.	No. 4696 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 J. Sidney Hayman and Augusta P. Hayman, his wife, to Clara L. Woolford, dated January 18th, 1922, and recorded in Liber W.J.S. No. 83 Folios 142 etc, in the exercise of the special power of sale contained in said mortgage, respectfully reports:

That after giving bond with security for the faithful performance of his duties under the trust reposed in him by the power contained in said mortgage, and after having complied with all the other requisites of the said power and of the law, and after having given 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 more than three successive weeks and more than 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, July 2nd 1935, at the hour of 2 o'clock, P.M., and then and there proceeded to sell the property mentioned in said mortgage. That is to say:

Your assignee and trustee offered at public sale to the highest bidder, for cash, all the property mentioned in the said mortgage, situated on the east side of Beechwood St. in Princess Anne, Somerset County, Maryland, and further described as follows: Bounded on the north by the property of Charles Lloyd; on the east by the land of the N.Y.P. & N. Rail Road; on the south by the land of Oscar F. Jones, and on the west by the aforesaid Beechwood St. and being the same and all the land which was conveyed unto the said J. Sidney Hayman by deed from Neal C. Taylor & wife, dated the 1st day of October, 1920, and recorded in Liber W.J.S. No. 81, Folio 311.

And sold the same to Augusta P. Hayman, she being then and there the highest and best bidder therefor, at and for the sum of Eleven Hundred and ten Dollars, which said purchase money has been fully paid in cash. And your trustee prays that this court ratify the said sale.

Respectfully submitted.

Gordon Tull, Trustee.

State of Maryland, Somerset County: to-wit:

I hereby certify that on this 2nd day of July, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the Trustee and assignee herein and made oath in due form of law that the matters and things set forth in this report of sale is true as therein stated and that the sale was fairly made.

Sworn Before

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:

Gordon Tull, Ex-parte. Trust created under mortgage from J. Sidney Hayman and Augusta Hayman, his wife to Clara L. Woolford, dated January, 18th 1922, recorded in Liber W.J.S. No. 83 and assigned to Gordon Tull.	No. 4696 Chancery Circuit Court for Somerset County, Maryland

Upon the report of sales and the distribution of the proceeds therein, in this case made, it is hereby this 2nd, day of July, 1935, Ordered by the Circuit Court for Somerset County, in equity, that the sale of the property mentioned in these proceedings, made and reported by Gordon Tull, Assignee under the power in said mortgage, be ratified and confirmed; Unless cause to the contrary thereof be shown on or before the 5th day of August 1935, and Provided a copy of this order be inserted in some weekly Newspaper printed and published in Somerset County once in each of three successive weeks before the 30th of July, 1935.

The report states the amount of sales to be $1110.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventh day of August in the year nineteen hundred thirty-five, 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, Ex parte. Trust created under mortgage from J. Sidney Hayman and Augusta Hayman, his wife, to Clara L. Woolford, dated January, 18th 1922, recorded in Liber W.J.S. No. 83 Folio 142, assigned to Gordon Tull.	No. 4696 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 7th day of August, 1935, that the report of sales, made and reported by Gordon Tull, Assignee and Trustee, with power under said mortgage, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause. And the said assignee and trustee is hereby allowed the usual commissions, and such proper expenses as he shall produce vouchers for to the auditor.

James M. Crockett, 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.

"""

Edgar A. Jones, Assignee, Ex parte under power in mortgage from William H. Hayman and Leah Hayman to The Peoples Bank of Somerset County.	Be it remembered that heretofore to wit, on the sixth day of June in the year nineteen hundred thirty-five, 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 The Peoples Bank of Somerset County by a certain William H. Hayman and Leah J. Hayman, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this Seventeenth day of December, in the year nineteen hundred and eighteen, by William H. Hayman, and Leah J. Hayman, his wife, of Caroline County, in the State of Maryland, witnesseth:

Whereas the said William H. Hayman and Leah J. Hayman, his wife, have this day borrowed from The Peoples Bank of Somerset County, a body corporate of the State of Maryland, the sum of Two Hundred and Sixty Five Dollars ($265.), which said sum the said The Peoples Bank of Somerset County has advanced to the said William H. Hayman and Leah J. Hayman, his wife, to pay the balance of the purchase money for the land conveyed to the said William H. Hayman by William C. Bowland and wife, hereinafter described, and whereas the said William H. Hayman and Leah J. Hayman, his wife, have executed and delivered to the said The Peoples Bank of Somerset County their bill obligatory for said sum of two hundred and sixty-five dollars, dated evenly herewith and payable to the said The 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 two hundred and sixty-five dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said William H. Hayman and Leah J. Hayman, his wife, do grant and convey unto the said The Peoples Bank of Somerset County, its successors and assigns, the following parcels of land situate, lying and being in Somerset County, Maryland, described as follows:

First: All that tract or lot of land in West Princess Anne Election District, said county and state, on a private road running through Bowland's Hill, near the town of Princess Anne, and adjoining the lands of J. Arthur White, Harriett Cottman and Joseph Hayman, and containing 3/4 of an acre, more or less, which descended to William C. Bowland and Leah J. Hayman as the only children and heirs at law of Sandy Bowland, deceased; and which was conveyed, to Sandy Bowland by H. P. Dashiell Admr. by deed recorded among the land records of said Somerset County in Liber O.T.B. No. 24, folio 320; the interest of the said William C. Bowland in and to the above land having been conveyed to the said William H. Hayman by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage. To which said deeds and the references therein contained, special reference is here made.

Second: All that lot of woodland situate in East Princess Anne Election District, in said County and State, containing 3 acres, more or less, adjoining the lands of Marcellus Niskey, Mary E. Elzey and others, which descended to the said William H. Hayman as one of the heirs at law of his father, William N. Hayman, deceased.

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, 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 H. Hayman and Leah J. Hayman, 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 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, 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 asaforesaid, 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 N. Wright, Jr. SEAL OF NOTARY

William H. Hayman (Seal)
Leah J. Hayman (Seal)

State of Maryland, Caroline County to wit:

I hereby certify, that on this 17th day of December, in the year nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared William H. Hayman and Leah J. Hayman, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed.

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

SEAL OF NOTARY

John N. Wright, Jr., Notary Public.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of December, nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Omar J. Croswell, cashier of the Peoples Bank of Somerset County, 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 Omar J. Croswell, is the agent of the said The 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 above written.

SEAL OF NOTARY

Vernon E. White, Notary Public.

Received for record Dec. 20, 1918 and recorded in Liber W.J.S. No. 75, Folio 316, 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, passed in Chancery Cause No. 4367, on May 11th, 1935, the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Peoples Bank of Somerset County.

Witness the Corporate Seal of said Peoples Bank of Somerset County, and the hand of Robert F. Duer, Vice-President thereof, this 14th day of May, nineteen hundred and thirty-five.

Witness: Marion R. Conaway.

CORPORATE SEAL

Robt. F. Duer, Vice-President,
Peoples Bank of Somerset County.

Under authority of an order of the Circuit Court for Somerset County, and for the purpose of foreclosure, I hereby assign the within and aforegoing mortgage to Edgar A. Jones, of Somerset County, Maryland.

Witness my hand and seal this 5th day of June, nineteen hundred and thirty-five.

Witness: Winifred A. Duggan

SEAL

John J. Ghingher (Seal)
Receiver for the Peoples
Bank of Somerset County.

Filed for record June 6, 1935 and recorded in Liber J.M.T. No. 106 Folio 460.

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, of Somerset County, Maryland, principal and The Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, personal representatives and assigns, firmly by these presents, sealed with our seals and dated this 25th day of June, 1935;

Whereas, by mortgage dated the 17th of July, 1918, recorded among the land records of said Somerset County in Liber W.J.S. No. 75, folio 316, a certain William H. Hayman and Leah Hayman, his wife, conveyed to the Peoples Bank of Somerset County certain real estate in said county, and whereas default has occurred under the terms and conditions of said mortgage, and whereas by assignment, duly recorded among said land records, the said mortgage was assigned to the said Edgar A. Jones for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said Edgar A. Jones is authorized to sell the mortgage property, and is about to exercise the power of sale contained therein by a sale of said mortgaged property;

Now, the condition of the above obligation is such that if the above bound Edgar A. Jones do and shall well and faithfully perform the trust reposed in him by said mortgage, and shall abide by and perform 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.

Edgar A. Jones (Seal)
Principal

MARYLAND CASUALTY COMPANY,
by
L. C. Beauchamp,
attorney in fact.

Test: James R. Stewart

CORPORATE
SEAL

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the fifth day of July in the year nineteen hundred thirty-five, 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, Assignee, Ex parte under power in mortgage from William H. Hayman and Leah Hayman to The Peoples Bank of Somerset County.	No. 4695 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court;

The report of sales of Edgar A. Jones, assignee of a certain mortgage made and executed by William H. Hayman and Leah Hayman, his wife, to The Peoples Bank of Somerset County and dated December 17th, 1918, and recorded among the land records of Somerset County in Liber

Number 75 folio 316 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 and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to 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 performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in The Marylander & Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 2nd day of July, 1935, at two o'clock P.M. and then and there proceed to sell the property described in said mortgage, to-wit:

First: All that lot or tract of land in West Princess Anne Election District, Somerset County, Maryland, on a private road running through Bowland's Hill, near the town of Princess Anne, and adjoing the lands of Joseph Hayman, Harriett Cottman, E. Mace Smith et al, and containing three quarters of an acres, more or less, which descended to William C. Bowland and Leah J. Hayman as the only children and heirs at law of Sandy Bowland, deceased, and which was conveyed to Sandy Bowland by H. P. Dashiell, Admr. by deed recorded among the land records of Somerset County in Liber O.T.B. 24 folio 320, the interest of the said William C. Bowland in and to the above land having been conveyed to the said William H. Hayman by deed dated December 17, 1918 and recorded among the land records of Somerset County, and sold the same to John J. Ghingher, Receiver for the Peoples Bank of Somerset County at and for the sum of three hundred dollars, he being then and there the highest bidder therefor.

Second: All of the interest of the said William H. Hayman and Leah J. Hayman in and to all that lot of woodland situate in East Princess Anne Election District, containing thirty acres, more or less, adjoing the lands of Marcellus Nisky, Mary Elzey et al, which descended to the said William H. Hayman as one of the heirs at law of his father, William N. Hayman and sold the same to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefore at and for the sum of ten dollars, and the purchaser has complied with the terms of sale. Total purchase price---- $310.00.

And your Assignee has distributed the proceeds of said sale as follows:		$310.00
To Carlos E. Bozman, Collector of State and County taxes	$95.00	
To Marylander & Herald, Publishing adv. and order nisi	22.00	
L. Creston Beauchamp, agent for Assignee's bond	10.00	
To Clerk of the Court for costs	21.00	
To Edwin B. Muir, auctioneer	2.00	
To Assignee, minimum fee	25.00	
	$175.00	$175.00
Balance to be credited on mortgage debt		$135.00

Total mortgage debt, principal	$288.95
Interest	51.19
	$260.14
Less credit by sale	$135.00
Balance due	$125.14

Respectfully submitted,

Edgar A. Jones, Assignee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 5th day of July in the year Nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, State of Maryland, personally appeared Edgar A. Jones, assignee named in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones, Ex parte under power in mortgage from William H. Hayman and Leah Hayman to The Peoples Bank of Somerset County.	No. 4695 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale of the property mentioned in these proceedings, and the distribution of the proceeds thereof, made and reported by Edgar A. Jones, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of August, 1935, 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 5th day of August, 1935.

The report states the amount of sales to be $310.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourteenth day of August in the year nineteen hundred thirty-five 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 under power in mortgage from William H. Hayman and Leah Hayman to The Peoples Bank of Somerset County.	No. 4695 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 14th day of August, 1935, that the sale made and reported by Edgar A. Jones, Assignee aforesaid, and the distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order Nisi passed in said cause.

James M. Crockett, 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.

George H. Myers, Attorney, Ex parte under power in mortgage from Cooper H. Thomas and wife.	Be it remembered that heretofore to wit, on the twenty-seventh day of June in the year nineteen hundred thirty-five, 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 George C. Bounds and William H. Phillips by a certain Cooper H. Thomas and wife of said county and state, which said

copy of mortgage is in the words following, to wit:

This mortgage, made this 5th day of July in the year nineteen hundred and thirty, by Cooper H. Thomas and Leila B. Thomas, his wife, of Somerset County, State of Maryland, Witnesseth:

Whereas the said Cooper H. Thomas and Leila B. Thomas, his wife, are justly and bona fide indebted unto George C. Bounds and William H. Phillips, partners trading as George A. Bounds and Company, of Wicomico County, State of Maryland, in the full sum of fourteen hundred dollars, and have given therefore their bill obligatory for said principal sum of even date herewith, payable to the said George C. Bounds and William H. Phillips, partners aforesaid, their successors, personal representatives or 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 condiseration of the premises and the sum of one dollar the said Cooper H. Thomas and Leila B. Thomas, his wife, do grant and convey unto the said George C. Bounds and William H. Phillips, partners aforesaid, their heirs and assigns, all that lot or parcel of land situate in Deals Island Election District, in said Somerset County, on the county road leading through Deals Island to Wenona, beginning for the outlines of same at a point where the southwest corner of Alfred Dashiell's property abuts the above mentioned county road; thence running by and with the said Dashiell's southern boundary line in an easterly direction to the Theodore white private land; thence in a southerly direction by and with the said land a distance of seventy feet to a post; thence in a westerly direction and parrallel with the line first described above to the east line of said county road; thence in a northerly direction by and with the said county road a distance of eighty two and one-half feet to the place of beginning; and being the same land conveyed to the said Cooper H. Thomas and Leila B. Thomas, his wife, by deed from Elizabeth Northam, et al. dated January twentieth, nineteen hundred and thirty, and recorded among the land records of said Somerset County in Liber No. 99, Folio 557.

To which said deed and all of 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 mortgagees 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 Cooper H. Thomas and Leila B. Thomas 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 successors, 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 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 successors, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the 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 fourteen 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 successors, personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the 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

Cooper H. Thomas (Seal)

Test: Lester G. Timmons

Leila Thomas (Seal)

State of Maryland, Wicomico County to wit:

I hereby certify, that on this 8th 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 Wicomico County, aforesaid, personally appeared Cooper H. Thomas and Leila B. Thomas, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed.

Witness my hand and Notarial Seal.

SEAL OF NOTARY

Doris M. Wilkinson, N. P.

State of Maryland, Wicomico County, To Wit:

I hereby certify that on this 8th day of July, nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, aforesaid, personally appeared George C. Bounds, one of the within named mortgagees and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is duly authorized agent of the said mortgagee firm to make this affidavit.

Witness my hand and Notarial Seal.

SEAL OF NOTARY

Doris M. Wilkinson, N. P.

Received for Record July 9th, 1930 and recorded in Liber G.W.L. No. 98 Folio 398 one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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, and George C. Bounds and William H. Phillips, of Wicomico County, Maryland, are held and firmly bound unto the State of Maryland, in the full sum of two thousand dollars, to be paid to the said State, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 27th day of June, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, by virtue of the power and authority contained in a mortgage from Cooper H. Thomas and wife, to the said George C. Bounds and William H. Phillips, partners trading as George A. Bounds and Company, dated July fifth, nineteen hundred and thirty, and recorded among the land records of Somerset County, Maryland, in Liber No. 98 folio 398, et seq., was authorized as attorney named in said mortgage to sell the property therein mentioned and described and whereas default having occurred in the payments and covenants of said mortgage the said George H. Myers is about to foreclose said mortgage and has advertised the property for sale under the power contained therein.

Now the condition of this obligation is such, that after 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 obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: M. Edna Barnes — Geo. H. Myers (Seal)

Doris M. Wilkinson — George C. Bounds (Seal)

Doris M. Wilkinson — William H. Phillips (Seal)

Which said bond was thus thereon endorsed to wit:

Bond Approved

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-seventh day of July in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

George H. Myers, Attorney, Ex parte under power in mortgage from Cooper H. Thomas and wife.	No. 4707 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of sales of George H. Myers, Attorney named in a certain mortgage made and executed by Cooper H. Thomas and Leila B. Thomas to George A. Bounds and Company and dated July 5th, 1930 and recorded among the Land Records of Somerset County in Liber------ No. 98 folio 398, 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 Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at Court House door in Princess Anne, Maryland on the twenty-third day of July in the year nineteen hundred and thirty-five at two o'clock P.M. and then and there proceed to sell said property, to wit: all the following real estate described in said mortgage, as follows:

All that lot or parcel of land situate in Deals Island Election District in said Somerset County, on the county road leading through Deals Island to Wenona, beginning for the outlines of same at a point where the southwest corner of Alfred Dashiell's property abuts the above mentioned county road; thence running by and with the said Dashiell's southern boundary line in an easterly direction to the Theodore White private lane; thence in a southerly direction by and with the said land a distance of seventy feet to a post; thence in a westerly direction and parallel with the line first described above to the east line of said county road; thence in a northerly direction by and with the said county road a distance of eighty two and one-half feet to the place of beginning; and being the same land conveyed to the said Cooper H. Thomas and Leila B. Thomas, his wife, by deed from Elizabeth Northam, et al., dated January twentieth, nineteen hundred and thirty, and recorded among the land records of said Somerset County in Liber No. 99, folio 557.

And sold the same to George C. Bounds and William H. Phillips, partners trading as George A. Bounds and Company of Wicomico County, Maryland they being then and there the highest bidder therefor, at the sum one thousand dollars and the said purchaser has complied with the terms of sale, and the said attorney has distributed the proceeds of said sale as follows:

To Carlos Bozman, Treasurer, State and County taxes 1931 to 1934 inclusive	$60.38
The Somerset News, advertising and order Nisi	20.00
Edwin Muir, Auctioneer	2.00
J. Millard Tawes, Clerk's charges	10.50
Attorney for his commissions per Chancery rule and solicitor's fees	50.00

Balance to George A. Bounds and Company, mortgagees on account of mortgage debt $857.12

Total----------$1000.00

Respectfully submitted,

Geo. H. Myers, Attorney.

State of Maryland, Somerset County, To-Wit:

Somerset County, Sct:

On this day of July nineteen hundred and thirty-five personally appeared before me, Clerk of the Circuit Court the State of Maryland, in and for Somerset County George H. Myers, Attorney, named in the above report of sale and distribution 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:

Geo. H. Myers, Attorney, Ex parte, under power in mortgage from Cooper H. Thomas & wife.	No. 4707 Chancery 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, Attorney, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 27th day of August, 1935, Provided, a copy of this Order be inserted in some weekly newspaper printed in said Somerset County, once in each of three successive weeks before the 26th day of August 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-eighth day of August in the year nineteen hundred thirty-five comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Geo. H. Myers, attorney, Ex parte under power in mortgage from Cooper H. Thomas & wife.	No. 4707 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, this twenty-eighth day of August, 1935, that the sale and distribution of the 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 expense as he shall produce vouchers for to the Auditor.

James M. Crockett.

And thereupon it is order 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 September being the second day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, Esq., Sheriff. J. Millard Fawes, Clerk.

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

****

L. Atwood Bennett, Attorney and Agent named in a mortgage to Elizabeth A. Brown, and by William E. Brown, Executor of Elizabeth A. Brown assigned to Mary C. Brown, and by Mary C. Brown, assigned to Rebecca R. Sparklin from Nora E. Bozman, Exparte.	Be it remembered that heretofore to wit, on the first day of June in the year nineteen hundred thirty-five, a certain L. Atwood Bennett 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 Elizabeth A. Brown by a certain Nora E. Bozman of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 31st day of August in the year nineteen hundred and twenty eight by Nora E. Bozman, of Somerset County, State of Maryland, party of the first part.

Whereas the said party of the first part is justly indebted unto Elizabeth A. Brown, of Caroline County, State of Maryland, party of the second part, in the full sum of Seven Hundree and Twenty Five Dollars ($725.00), payable one year after date, with interest thereon payable semiannually, on the First day of August and the First day of February, each year from date hereof; to better secure the payment of which said principal sum, together with the interest thereon as aforesaid, when and as the same shall become due and payable, these presents are executed.

Now therefore this mortgage witnesseth, that in consideration of the premises and the further sum of one dollar, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns, all that lot of ground situated in East Princess Anne Election District, Somerset County, State of Maryland, in the town of Eden, and on the south side of and binding upon the county road leading through Eden to Princess Anne; and bounded on the North by the county road aforesaid; on the East by the lands of James B. Gillis; on the South by the lands of Daniel P. Willey; on the West by the lands of Nettie P. Hayman and the lands of the New York, Philadelphia and Norfolk Railroad Company land being the remainder of the lands conveyed to Nora E. Bozman by James B. Gillis, et al. by deed dated the 11th day of August, 1908 and recorded among the Land Records of Somerset County in Liber S.F.D. No. 49, folio 184; and said deeds and all subsequent deeds are hereby referred to and made a part hereof for the purpose of a more definite description of the land hereby described as if herein fully set forth.

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 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 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 Nora E. Bozman 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. Atwood Bennett, 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 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 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 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 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 Seven dundred 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 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 my and seal of said mortgagor the day and year first above written.

Test: J. Asbury Holloway Nora E. Bozman (Seal)

State of Maryland, --------- County, to-wit:

I hereby certify, that on this 31st 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 Wicomico County, aforesaid, personally appeared Nora E. Bozman 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 L. Atwood Bennett, agent for the with 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.

As witness my hand and notarial seal the day and year just above written.

SEAL OF NOTARY J. Asbury Holloway, Notary Public.

CREDITS

Pd.	Feb. 1st	1929	$18.13 Int. 5 mos.
"	Feb. 1st	1930	21.75
"	Aug. 1st	1930	21.75
"	Feb. 1st	1931	21.75
"	Aug. 1st	1931	21.75
"	Feb. 5	1932	21.75
"	Aug. 8	1932	21.75
"	" 24	1933	10.00
"	Feb. 13,	1934	11.75 to 2/1/33

Received for record Sept. 1, 1928 and recorded in Liber G.W.L. No. 95 folio 516, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

For value received, I hereby transfer the within mortgage to Mary C. Brown, As witness my hand and seal this 2nd day of May 1933.

Wm. E. Brown (Seal)

Witness: Wm. H. Silman Executor of

Elizabeth A. Brown.

Filed for Record 3rd May 1933 and recorded in Liber G.W.L. No. 95 Folio 516.

Test: J. Millard Tawes, Clerk

ASSIGNMENT

For value Received, I hereby assign the within mortgage to Rebecca R. Sparklin, of Denton, Maryland.

As Witness my hand and seal this the seventeenth day of March, in the year Nineteen Hundred and Thirty-four.

Test: William E. Brown — Mary C. Brown (Seal)

William E. Brown — Mary C. Brown.

Filed for Record March 21, 1934 and recorded in Liber G.W.L. No. 95 Folio 516.

Test: J. Millard Tawes, Clerk.

The bill obligatory referred to in the foregoing mortgage is in the words following, to wit:

One year after date, For Value received, We hereby promise to pay to the order of Elizabeth A. Brown of Caroline County, and State of Maryland, the sum of Seven Hundred and Twenty Five Dollars ($725.00) with interest thereon at the rate of six percentum (6%) per annum, from the date hereof, to be payable on the first day of February and the first day of August of each year, the same being for money borrowed from the said Elizabeth A. Brown and to secure the repayment of which, with interest as aforesaid we have this day executed unto the said Elizabeth A. Brown a mortgage of even date herewith on certain real estate situated in Princess Anne Election District, of Wicomico County, and State of Maryland.

And it is further agreed that if any default be made in the payment of the principal debt or interest, or either of them at the time limited for the payment thereof, or in any condition or covenant of the said mortgage, then the entire debt and all interest thereon shall be immediately due and demandabe; and we hereby covenant to pay ten per cent (10%) as collection fees, and we hereby authorized and empower L. Atwood Bennett, or any attorney of any Court of Record in Maryland, or elsewhere, to appear in any of said Courts at any time thereafter in an action or actions of debt hereon at the suit of the said Elizabeth A. Brown her personal representatives or assigns, and in the name and stead of ourselves, our heirs, executors or administrators, to confess judgment during term or recess for the said principal debt and interest, and ten percent (10%) as collection fees, together with all the costs and charges of the suit, and we hereby waive all the right to personal summons and to exemption of every kind as to the debt evidenced by this obligation and to all stay of execution upon any judgment rendered hereon.

As Witness our hands and seals this the 31st day of August in the year Nineteen Hundred and Twenty-eight.

Test: J. Asbury Holloway. — Nora E. Bozman (Seal)

ASSIGNMENTS

For value received I hereby transfer the within mortgage note mortgage note to Mary C. Brown. As witness my hand and seal this second day of May 1933.

Wm. E. Brown (Seal)

Witness: Wm. H. Silman

Executor of Elizabeth A. Brown.

For Value Received, I hereby assign the within mortgage note to Rebecca R. Sparklin, of Denton, Maryland.

As Witness my hand and seal this the seventeenth day of March, in the year Nineteen Hundred and Thirty-four.

Test: William E. Brown — Mary C. Brown (Seal)

William E. Brown — Mary C. Brown.

ATTORNEY'S AFFIDAVIT

L. Atwood Bennett, Attorney and Agent named in a mortgage to Elizabeth A. Brown, and by William E. Brown Executor of Elizabeth A. Brown assigned to Mary C. Brown, and by Mary C. Brown assigned to Rebecca R. Sparklin from Nora E. Bozman, Exparte.	No. 4693 Chancery Circuit Court for Somerset County, Maryland

I, L. Atwood Bennett, Attorney named in mortgage, and Attorney for Rebecca R. Sparklin, do hereby made oath in due form of law that the mortgage held by Rebecca R. Sparklin by assignment from Nora E. Bozman, dated August 31st, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L., No. 95, Folio 516, that the amount due on said mortgage as of June 25th, 1935, is Eight Hundred Twenty-nine Dollars and Forty Cents ($829.40), which includes principal and interest.

L. Atwood Bennett, Attorney
for Rebecca R. Sparklin.

Subscribed and sworn to before me, a Notary Public, of the State of Maryland, in and for Wicomico County, this the 31st day of May, in the year Nineteen Hundred and Thirty-five.

SEAL
OF
NOTARY

Alice C. Bennett, Notary Public.

And thereupon the said L. Atwood Bennett, attorney filed in Court here a bond in the words following, to wit:

Know all men by these presents: That we, L. Atwood Bennett, as principal, of Wicomico County, and State of Maryland, and Alice C. Bennett, of said Wicomico County, Maryland, and Rebecca Sparklin, of Caroline County, State of Maryland, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Hundred Dollars ($1600.00), 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 and assigns, jointly and severally, firmly by these presents.

Sealed with our seals this the 15th day of June, in the year Nineteen Hundred and Thirty-five.

Whereas, the above bounden L. Atwood Bennett by virtue of a power of sale, contained in a mortgage from Nora E. Bozman to Elizabeth A. Brown, and now held by assignmend by Rebecca R. Sparklin, said mortgage being dated August 31st, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L., No. 95, Folio 516, default having occurred in the covenants contained in said mortgage, the said L. Atwood Bennett Attorney named in said mortgage filed same for the purpose of foreclosure, and mentioned in the proceedings in the cause of L. Atwood Bennett, Attorney and Agent named in a mortgage to Elizabeth A. Brown, and by William E. Brown, Executor of Elizabeth A. Brown assigned to Mary C. Brown, and by Mary C. Brown assigned to Rebecca R. Sparklin from Nora E. Bozman, Exparte, the same being Number 4693 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 imposed in him by the aforesaid power of sale, 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 remain in full force

and virtue in law.

Signed, sealed and delivered
in the presence of:
J. Asbury Holloway
Walter Sparklin

L. Atwood Bennett
L. Atwood Bennett (Seal)
Alice C. Bennett
Alice C. Bennett (Seal)
Rebecca R. Sparklin
Rebecca R. Sparklin (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of July in the year nineteen hundred thirty-five, 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. Atwood Bennett, Attorney and Agent named in a mortgage to Elizabeth A. Brown, and by William E. Brown, Executor of Elizabeth A. Brown assigned to Mary C. Brown, and by Mary C. Brown, assigned to Rebecca R. Sparklin from Nora E. Bozman, Exparte.

No. 4693 Chancery
Circuit Court for
Somerset County, Maryland

To the Honorable, the Judges of said Court,

The report of L.Atwood Bennett, Attorney named in mortgage, made by Nora E. Bozman, widow, to Elizabeth A. Brown, dated August 21st, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L., No. 95, Folio 516, and now held by assignment by Rebecca R. Sparklin, default having occurred in the covenants contained in said mortgage, the Attorney named in said mortgage filed said mortgage for the purpose of foreclosure, and respectfully shows unto your Honors, that after giving notice of the time, place, manner and terms of sale by advertisement in "The Marylander and Herald", newspaper published in Somerset County, Maryland, once a week for four 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, Somerset County, Maryland, on Tuesday, June 25th, 1935, at two o'clock P.M., and then and there proceeded to sell said property, to wit:

All that lot of ground situate in East Princess Anne Election District, Somerset County, State of Maryland, in the town of Eden, and on the South side of and binding upon the County Road leading through Eden to Princess Anne; and bounded on the North by the County Road aforesaid; on the East by the lands of James B. Gillis; on the South by the lands of Daniel P. Willey; on the West by the lands of Nettie P. Hayman, and the lands of the Pennsylvania System; and being the remainder of the land conveyed to Nora E. Bozman by James B. Gillis, et al., by deed dated August 11th, 1908, and recorded among the aforesaid Land Records in Liber S.F.D., No. 49, Folio 184.

And sold same to Rebecca R. Sparklin, of Denton, Maryland, at and for the sum of Five Hundred Dollars ($500.00) and the said purchaser will comply with the terms of sale upon the final ratification of this Report of Sale.

And the said Attorney named in mortgage further reports and prays ratification and distribution of the funds coming in his hands arising from the said sale, as follows, that

is to say:

June 25th, 1935, By amount of Sale		$500.00
To J. Millard Tawes, Clerk's costs	$10.50	
L. Atwood Bennett, App. fee,	10.00	
B. C. Dryden auctioneer	3.00	
Maryland & Herald, order nisi, adv. & reprints of sale,	20.00	
L. Atwood Bennett, Attorneys, commission as per rule of Court	39.00	
Carlos Bozman, Treas. Somerset Co. 1933 $15.54 and 1934 $14.12 Int. to July 1st, 1935,	29.66	
To Rebecca Sparklin for taxes 1930, 39¢ 1931, $27.45, 1932 $24.14 costs of adv. $3. pd. by Sparklin on Bozman property	54.98	
Balance applied to mtg. debt and interest	332.86	
Total,	$500.00	$500.00

Respectfully submitted,

L. Atwood Bennett, Attorney
named in mortgage.

State of Maryland, Wicomico County, To wit:

I hereby certify, that on this 8th day of July, 1935, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Wicomico County, aforesaid, personally appeared L. Atwood Bennett, Attorney named in mortgage, 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 made.

As Witness my hand and notarial seal this the day and year just above written.

SEAL
OF
NOTARY

Alice C. Bennett, Notary Public.

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

L. Atwood Bennett, Attorney and Agent named in a mortgage to Elizabeth A. Brown, and by William E. Brown Executor of Elizabeth A. Brown assigned to Mary C. Brown, and by Mary C. Brown assigned to Rebecca R. Sparklin from Nora E. Bozman, Exparte.	No. 4693 Chancery Circuit Court for Somerset County, Maryland

Ordered, this the 9th day of July, in the year Nineteen Hundred and Thirty-five, by the Circuit Court for Somerset County, and State of Maryland, in Equity, that the sale of the property mentioned in the proceedings, and the distribution of the funds arising therefrom, made and reported by L. Atwood Bennett, Attorney named in mortgage, as set forth in the said report be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of August, 1935, 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 6th day of August, 1935.

The report states the amount of sale to be Five Hundred Dollars ($500.00).

J. Millard Tawes, Clerk of
Circuit Court.

And now at this day to wit, on the fourth day of September in the year nineteen hundred thirty-five 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. Atwood Bennett, Attorney and Agent named in a mortgage to Elizabeth A. Brown, and by William E. Brown, Executor of Elizabeth A. Brown, assigned to Mary C. Brown, and by Mary C. Brown assigned to Rebecca R. Sparklin from Nora E. Bozman, Exparte.	No. 4693 Chancery Circuit Court for Somerset County, Maryland

Ordered, this the fourth day of September, in the year Nineteen Hundred and Thirty-five, 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, Attorney as aforesaid, be, and the same are hereby finally ratified and confirmed, no cause to the contrary having been made, 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.

James M. Crockett, 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 Lawrence, Clerk.

Edgar A. Jones, Attorney, Ex parte under power in mortgage from Walter J. Robertson, Eva Laura Robertson and George B. Mills.	Be it remembered that heretofore to wit, on the twenty-eight day of June in the year nineteen hundred thirty-five, 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 Edgar A. Jones and Frank C. Jones by a certain Walter J. Robertson, Eva Laura Robertson and George B. Mills, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this 25th day of May in the year nineteen hundred and thirty-three by Walter J. Robertson, Eva Laura Robertson and George B. Mills, in Somerset County and the State of Maryland, Witnesseth:

Whereas the said Walter J. Robertson, Eva Laura Robertson and George B. Mills are indebted to Edgar A. Jones and Frank C. Jones, of said County and State, in the full and just sum of six hundred dollars, for money advanced to pay part of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidence by the bill obligatory of the said Walter J. Robertson, Eva Laura Robertson and George B. Mills for the said sum, dated evenly herewith, payable to the order of the said Edgar A. Jones and Frank C. Jones one year after date, with interest from date, payable semi annually, with the privledge retained, however, by the grantors to pay the whole of said indebtedness, including any accrued interest, at any time before maturity, 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 and the sum of one dollar the said Walter J. Robertson, Eva Laura Robertson and George B. Mills do hereby grant and convey unto the said Edgar A. Jones and Frank C. Jones as tenants

in common, share and share alike, their heirs and assigns, all that lot or parcel of land lying and being situate in East Princess Anne Election District on the North side of the road leading from Princess Anne to West Post Office containing 49 & 16/100 acres more or less, being the same and all the land which was conveyed unto the said Walter J. Robertson, Eva Laura Robertson and George B. Mills by the said Frank C. Jones by deed dated evenly herewith and intended to be recorded among the land records of said Somerset County, to which said deed and all the references in it contained special reference is here made for a more complete 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 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 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 Walter J. Robertson, Eva Laura Robertson and George B. Mills 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 Edgar A. Jones their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees their, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors

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

And the said 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 mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagees, and to deposit the policy or policies as aforesaid, the said mortgagees hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagors

Walter J. Robertson (Seal)

Test: Vernon E. White

Eva Laura Robertson (Seal)

George B. Mills (Seal)

State of Maryland, ---------- County, to-wit:

I hereby certify, That on this 25th day of May in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset personally appeared Walter J. Robertson, Eva Laura Robertson and George B. Mills 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 Edgar A. Jones, one of the mortgagees mentioned in the foregoing mortgage and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

SEAL OF NOTARY

Vernon E. White, Notary Public.

Received for Record May 25, 1933 and recorded in Liber J.M.T. No. 103 Folio 402, one of the Land Records of Somerset County.

Per: 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, Frank C. Jones and Harry T. Phoebus, are held and firmly bound unto the State of Maryland, in the full and just sum of twelve hundred dollars ($1200.00), current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly

and severally, firmly by these presents, sealed with our seals and dated this 22nd day of July, in the year nineteen hundred and thirty-five.

Whereas, by mortgage dated May twenty-fifth, nineteen hundred and thirty-three, recorded among the land records of Somerset County, Maryland, in J.M.T. No. 103, folio 402, Walter J. Robertson, Eva Laura Robertson and George B. Mills, conveyed to Edgar A. Jones and Frank C. Jones, certain real estate in Somerset County, to secure the payment of the sum therein mentioned; 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, does and shall, well and faithfully perform the trust reposed in him in and by said mortgage and shall abide and fullfill any order or decree which shall be made in 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)

Witness: Marion R. Conoway

Frank C. Jones (Seal)

Harry T. Phoebus (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-third day of July in the year nineteen hundred thirty-five, 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, Attorney, Ex parte under power in mortgage from Walter J. Robertson, Eva Laura Robertson, and George B. Mills	No. 4711 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The Report of Sales of Edgar A. Jones, Attorney named in a certain mortgage made and executed by Walter J. Robertson, Eva Laura Robertson and George B. Mills, to Edgar A. Jones and Frank C. Jones, dated May twenty-fifth, nineteen hundred and thirty-three, and recorded among the land records of Somerset County, Maryland, in Liber J.M.T. No. 103, folio 402, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage and the payment of the interest thereon, or in some other covenant and 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 more than 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, 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-third day of July, nineteen

hundred and thirty-five, at two o'clock P.M., and did then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land lying, being and situate in East Princess Anne Election District, Somerset County, Maryland, on the North side of the road leading from Princess Anne to West Post Office, containing forty-nine and sixteen hundredths acres, more or less, being the same land which was conveyed to the said Walter J. Robertson, Eva Laura Robertson and George B. Mills, by the said Frank C. Jones and Edgar A. Jones, by deed dated May twenty-fifth, nineteen hundred thirty-three, and recorded among the aforesaid land records of Somerset County; and sold the same to Frank C. Jones and Sally Watt Jones, at and for the sum of seven hundred thirty-five dollars, they being then and there the highest bidders therefor, and the said purchasers have complied with the terms of sale.

And your Trustee had distributed the proceeds of said sale as follows:

Total Sales		$735.00
To Clerk of Court for costs	$21.00	
" Carlos Bozman, Treas., 1933 and 1934 taxes	35.60	
" Edwin B. Muir, auctioneer	3.00	
" Somerset News, advertising and order nisi	20.00	
" the Trustee for his commissions	50.00	
" the mortgagees on account of principal and interest	605.40	
Total----------		$735.00

Respectfully submitted,

Edgar A. Jones, Attorney
named in mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 23rd day of July, in the year Nineteen hundred and thirty-five, personally appeared before me, Clerk of the Circuit Court for Somerset County, State of Maryland, Edgar A. Jones, attorney named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report of sale, and the distribution therein reported, 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:

Edgar A. Jones, Attorney, Ex Parte under power in mortgage from Walter J. Robertson, Eva Laura Robertson, and George B. Mills	No. 4711 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in these proceedings, made and reported by Edgar A. Jones, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of August, 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 21st day of Augt. 1935.

The report states the amount of sales to be $735.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourth day of September in the year nineteen hundred thirty-five comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Edgar A. Jones, Attorney, Ex Parte under power in mortgage from Walter J. Robertson, Eva Laura Robertson, and George B. Mills.	No. 4711 Chancery Circuit Court for Somerset County, Maryland

Ordered, by the Court, this 4th day of September, 1935, 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 show, although due notice appears to have been given by the Order Nisi passed in said cause, and the attorney allowed the usual commissions and such proper expense as he shall produce vouchers for to the auditor.

James M. Crockett, 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 Lemmy, Clerk.

Edgar A. Jones, Assignee, Ex parte under power in mortgage from Lee Dashiell and Sonora Dashiell to the Peoples Bank of Somerset County.	Be it remembered that heretofore to wit, on the thirteenth day of June in the year nineteen hundred thirty-five, 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 the Peoples Bank of Somerset County by a certain Lee Dashiell and Sonora Dashiell of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this thirtieth day of October, in the year nineteen hundred and twenty-nine, by Lee Dashiell and Sonora Dashiell, his wife, of Somerset County, Maryland, witnesseth:

Whereas the said Lee Dashiell and Sonora Dashiell, his wife, are justly indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of three hundred dollars for money this day loaned to pay the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Lee Dashiell and Sonora Dashiell for said sum of three 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 three hundred dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said Lee Dashiell and Sonora Dashiell, his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that lot or parcel of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, back from the county road leading from Eden to Back Bone School house, adjoining the lands of Talbot Donoho and others, and containing eight acres, more or less, which was conveyed to the said Lee Dashiell by C. B. Mitchell

and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously herewith; and being, also, the same land which was conveyed to the said C. B. Mitchell and May R. Mitchell, his wife, by G. L. Wright and wife by deed dated the 2d of June, 1925, recorded among the land records of said Somerset County in Liber W.J.S. No. 92, folio 7.

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 conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances 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, its successors 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 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 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.

Lee Dashield (Seal)

Test: Vernon E. White

Senora Dashield (Seal)

State of Maryland, Somerset County, to-wit:

I hereby certify, that on this 30th day of October, 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 Lee Dashiell and Sonora Dashiell, 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 Oct. 31, 1929 and recorded in Liber G.W.L. No. 98 Folio 222, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENTS

Under authority of an order of the Circuit Court for Somerset County, passed in Chancery Cause No. 4367, on June 5th, 1935, the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Peoples Bank of Somerset County.

Witness the Corporate Seal of said Peoples Bank of Somerset County, and the hand of Robert F. Duer, Vice-President thereof, this 6th day of June, nineteen hundred and thirty-five.

Witness: Frances H. Benson

Robt. F. Duer, Vice-President

CORPORATE
SEAL

Peoples Bank of Somerset County.

Under authority of an order of the Circuit Court for Somerset County, and for the purpose of foreclosure, I hereby assign the within and aforegoing mortgage to Edgar A. Jones, of Somerset County, Maryland.

Witness my hand seal this 7 day of June, nineteen hundred and thirty-five.

John J. Ghingher (Seal)

Witness: Angela M. O'Neill

Receiver for the Peoples Bank of Somerset County.

SEAL

Filed for Record 13th June, 1935 and recorded in Liber G.W.L. No. 98 Folio 222.

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, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland, in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, personal representatives and assigns, firmly by these presents, sealed with our seals and dated this 25th day of June, 1935.

Whereas, by mortgage dated the 30th of October, 1929, recorded among the land records of said Somerset County in Liber G.W.L. No. 98, folio 222, a certain Lee Dashiell and Sonora Dashiell, his wife, conveyed to the Peoples Bank of Somerset County certain real estate in said county, and whereas default has occurred under the terms and conditions of said mortgage, and whereas by assignment, duly recorded among said land records, the said mortgage was assigned to the said Edgar A. Jones for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said Edgar A. Jones, is authorized to sell the property mentioned in said mortgage and is about to exercise the power of sale contained therein by a sale of said mortgaged property.

Now, the condition of the above obligation is such that if the above bound Edgar A. Jones do and shall well and faithfully perform the trust reposed in him by said mortgage, and shall abide by and perform 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 on law.

Edgar A. Jones (Seal)
Principal

Test: James R. Stewart

MARYLAND CASUALTY COMPANY,
by: L. C. Beauchamp,
Attorney in fact.

CORPORATE SEAL

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of July in the year nineteen hundred thirty-five, 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, Assignee, Ex parte under power in mortgage from Lee Dashiell and Sonora Dashiell to the Peoples Bank of Somerset County.	No. 4700 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of sales of Edgar A. Jones, Assignee of a certain mortgage made and executed by Lee Dashiell and Sonora Dashiell, his wife, to The Peoples Bank of Somerset County and dated October 30th, 1929 and recorded among the land records of Somerset County in Liber G.W.L. No. 98, folio 222 etc, assigned by the said The Peoples Bank of Somerset County to John J. Ghingher, Receiver of the said The Peoples Bank of Somerset County, and by him assigned to the undersigned assignee for the purpose of foreclosure and collection, under and by virtue of the 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 and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your honors, that after giving bond with security approved by the Clerk of this Court for the faithful performance of the trust so as aforesaid reposed in him by said mortgage and as required by law, and giving more than twenty days notice of the time, manner and terms of sale by advertisement in the Somerset News, a weekly newspaper 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 9th day of July, in the year Nineteen hundred and thirty five at two o'clock P.M. and then and there proceed to sell the property described in said mortgage, to-wit:

All that lot or parcel of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, back from the County road leading from Eden to Backbone school house, adjoining the lands of Talbot Donoho and others, and containing eight acres, more or less, which was conveyed to the said Lee Dashiell by C. B. Mitchell and wife by deed dated October 30th, 1929 and recorded among the land records of Somerset County, 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 and for the sum of three hundred dollars, the purchaser has complied with the terms of sale and your assignee has distributed the proceeds of said sale as follows:

Total receipts from sale		$300.00
To Carlos Bozman, Treasurer, 1932, 33 &34 State and County taxes	$17.00	
The Somerset News, Publishing andvertisement and Order Nisi	17.50	
J. Millard Tawes Clerk of the Court	22.00	
L. Creston Beauchamp, agent premium on bond	10.00	
Edwin B. Muir, Auctioneer	2.00	
To assignee, minimum fee	25.00	93.50
Balance to be credited on mtg debt----		$206.50
Principal mortgage debt	$274.37	
Interest on " "	58.61	$332.98
Balance due on mortgage debt		$126.48

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of July in the year Nineteen hundred and thirty five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, assignee named in the foregoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones, Assignee Ex Parte, under power in mortgage from Lee Dashiell and Sonora Dashiell to The Peoples Bank of Somerset County.	No. 4700 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale of the property mentioned in these proceedings, and the distribution of the proceeds thereof, made and reported by Edgar A. Jones, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of August, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 12th day of August, 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourth day of September in the year nineteen hundred thirty-five 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, Assignee Ex Parte, under power in mortgage from Lee Dashiell and Sonora Dashiell to The Peoples Bank of Somerset County.	No. 4700 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 4th day of September, 1935, that the sale made and reported by Edgar A. Jones, Assignee aforesaid, and the distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order Nisi passed in said cause.

James M. Crockett, 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.

George H. Myers, Assignee ex parte under power in mortgage from Wallace F. Cottman and wife to Bank of Somerset.	Be it remembered that heretofore to wit, on the twelfth day of July in the year nineteen hundred thirty-five 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 de-

livered to the Bank of Somerset by a certain Wallace F. Cottman and Georgianna Cottman, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this ninth day of November, in the year nineteen hundred and twenty-six, by Wallace F. Cottman and Georgianna Cottman, his wife, of Somerset County, in the State of Maryland, witnesseth:

Whereas the said Wallace and Georgianna are indebted to the "Bank of Somerset", a body corporate, in the sum of Six Hundred and Seventy-Five Dollars, which said debt is evidence by the bill obligatory of the said Wallace and Georgianna for said sum, dated evenly herewith, and payable to the said Bank of Somerset one year after date, with interest from date, and 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 Wallace F. Cottman and Georgianna Cottman, his wife, do grant and convey to the said Bank of Somerset, its successors and assigns, all those lots or parcels of land, in East Princess Anne Election District, in Somerset County, in the State of Maryland, and described as follows:

First: All that lot of land which was conveyed to the said Wallace F. Cottman and Georgianna Cottman by Nicholas Vernon Jocelyn and wife by deed dated the 24th day of October, 1919, recorded among the land records of said county in Liber W.J.S. No. 79, folio 198 etc, containing twenty and eight- hundredths acres, more or less.

Second: All the lands which were conveyed to the said Wallace F. Cottman by Levin H. Brittingham and wife by two deeds, one dated the 28th day of August, 1909, recorded among said records in Liber S.F.D. No. 52, folio 365 etc, and the other dated the 22nd day of January, 1916, recorded among said records in Liber W.J.S. No. 70, folio 361 etc,

Third: All that lot or parcel of land which was conveyed to the said Wallace F. Cottman and Georgianna Cottman by Howard M. Green and Miriam Green, his wife, and the Peoples Bank of Somerset County by deed dated the 9th day of November, 1926, and the right of way conveyed in said deed, to which said deed as well as to the other deeds hereinbefore mentioned, reference is hereby made for full and particular description of the property and right of way by this deed conveyed,

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

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

Provided that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall repectively 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 Wallace F. Cottman and Georgianna Cottman

do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors 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 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 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.

Wallace F. Cottman (Seal)

Test: Samuel H. Sudler

Georgianna his X mark Cottman (Seal)

State of Maryland, Somerset County to wit:

I hereby certify, that on this ninth day of November, 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, personally appeared Wallace F. Cottman and Georgianna Cottman, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent and Vice-President 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 9 Nov. 1926 and recorded in Liber G.W.L. 95 Folio 2 one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For Value Received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,
Princess Anne, Md.

Attest: S. H. Sudler, Cashier

By: Wm. B. Spiva, President.

CORPORATE
SEAL

Filed for Record 13th Sept. 1934 and recorded in Liber G.W.L. No. 95 Folio 2.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For Value Received, and for the purpose of foreclosure, The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland, hereby assigns the within and aforegoing mortgage to George H. Myers, of Somerset County, Maryland.

Witness the signature of The Somerset Mortgage and Certificates Corporation by William B. Spiva, its Vice-President, and the Corporate Seal thereof, this 11th day of July, 1935.

THE SOMERSET MORTGAGE AND
CERTIFICATES CORPORATION

Attest: Eunice Pilchard.

By: Wm. B. Spiva, President.

SEAL

Filed for Record 12th July 1935 and recorded in Liber G.W.L. No. 95 Folio 2.

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, as principal, and William B. Spiva, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of seven 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, executros and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this eleventh day of July, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Wallace F. Cottman and wife, to Bank of Somerset, dated November 9th, 1926, and recorded among the land records of Somerset County, Maryland, in Liber No. 95, folio 2, 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 orther 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, 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 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.

Geo. H. Myers (Seal)

Witness: Eunice Pilchard Wm. B. Spiva (Seal)

Which said bond was thus thereon endorsed to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of August in the year nineteen hundred thirty-five, 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 Wallace F. Cottman and wife.	No. 4722 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 Wallace F. Cottman and Georgianna Cottman to Bank of Somerset and dated November 9, 1926 and recorded among the Land Records of said Somerset County in Liber --------- No. 95 folio 2, 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 attend at the Court House door in Princess Anne, Maryland, on the sixth day of August in the year nineteen hundred and thirty-five at two o'clock P.M. and then and there proceed to sell said property, to-wit:

All the following lots or parcels of land situate in East Princess Anne Election District in said Somerset County, and described in said mortgage as follows:

First: All that lot of land which was conveyed to the said Wallace F. Cottman and

Georgianna Cottman by Nicholas Vernon Jocelyn and wife, by deed dated the 24th day of October, 1919, recorded among the land records of said County in Liber W.J.S. No. 79, folio 198, etc., containing twenty and eight hundredths acres, more or less.

Second: All the lands which were conveyed to the said Wallace F. Cottman by Levin H. Brittingham and wife by two deeds, one dated the 28th day of August, 1909, recorded among said records in Liber S.F.D. No. 52, folio 365, etc., and the other dated the 22nd day of January, 1916, recorded among said records in Liber W.J.S. No. 70, folio 361, etc.

Third: All that lot or parcel of land which was conveyed to the said Wallace F. Cottman and Georgianna Cottman by Howard M. Green and Miriam Green, his wife, and the Peoples Bank of Somerset County by deed dated the 9th day of November, 1926, and the right of way conveyed in said deed, recorded as aforesaid in Liber No. 93 folio 477 et seq.

And sold the same to The Somerset Mortgage & Certificates Corporation, a body corporate, it 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 the said Assignee has distributed the proceeds of said sale as follows:

To J. Millard Tawes, Clerk's Costs	$11.00
" Edwin Muir, Auctioneer	2.00
" Carlos Bozman, Treasurer, State and County taxes	130.79
" Somerset News, advertising sale and order nisi	21.00
" Assignee for commissions and solicitor's fee	35.00
Balance to The Somerset Mortgage & Certificates Corporation on account of mortgage debt.	300.21
Total------	$500.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this -------- day of August nineteen hundred and thirty-five personally appeared before me, Clerk of the Circuit Court for Somerset County, State of Maryland, George H. Myers, assignee named in the above report of sale and distribution 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 Wallace F. Cottman and wife	No. 4722 Chancery Circuit Court for Somerset County, Maryland

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 6th day of September, nineteen thirty-five, 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 5th day of September, 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of September in the year nineteen hundred thirty-five 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 Wallace F. Cottman and wife	No. 4722 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This ninth day of September, 1935 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.

James M. Crockett, 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.

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recorded among the land records of said Somerset County in Liber W.J.S. No. 78 folio 505.

Second: All that lot of land situate on the South side of the aforesaid County Road adjoining the land owned or recently owned by Wm. T. Holland, Jacob T. Waters et al. containing three acres more or less & being the same land which was conveyed to the said Levin H. Lloyd & Charles G. Lloyd by Addie A. Morris by deed dated Dec. 31, 1918 and recorded as aforesaid in Liber W.J.S. No. 77 folio 312 et seq.

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 Levin Henry Lloyd and Linnie 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 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 herein-

before mentioned, to be calculated upon the mortgage debt and interest, and that 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 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: J. Frank Miles

Levin Henry Lloyd (Seal)
Linnie Lloyd (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 8th day of July 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 Levin Henry Lloyd and Linnie Lloyd 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 Howard Anderson mortgage aforesaid and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth.

J. Frank Miles, J. P.

Received for Record Jul. 9, 1921 and recorded in Liber W.J.S. No. 82 Folio 498 one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk

ASSIGNMENT

For value received and upon authority of an order passed by the Orphans Court, I hereby assign the with mortgage to Edgar A. Jones for the purpose of foreclosure and collection.

As witness my hand and seal this 10th day of July, 1935.

Howard Anderson, Jr. (Seal)
Adaministrator of Howard Anderson, deceased.

Witness: George B. Fitzgerald

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, Edw. S. Bozman and Howard

H. Anderson 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 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 10th day of July in the year Nineteen hundred and thirty five.

Whereas by mortgage dated the 8th day of July in the year Nineteen hundred and twenty one, recorded among the land records of Somerset County, Maryland, in Liber W.J.S. 82 folio 498 & etc., Levin Henry Lloyd and Linnie Lloyd, his wife, conveyed to Howard Anderson certain real estate in Somerset County, to secure the payment of the sum therein mentioned, and whereas the said Howard Anderson has since died, and whereas upon authority of an order of the Orphan's Court for Somerset County, Howard Anderson Jr., administrator of the estate of the said Howard Anderson, deceased, has assigned the said mortgage to the said 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, does 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 in any Court of Equity in relation to the sale of said mortgage 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: Benjamin L. Barnes

Edward S. Bozman (Seal)

Howard H. Anderson (Seal)

Which said bond was thus thereon endorsed to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the second day of August in the year nineteen hundred thirty-five, 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, Assignee, Ex-Parte, under power in mortgage from Levin Henry Lloyd & Linnie Lloyd, his wife, to Howard Anderson	No. 4720 Chancery Circuit Court for Somerset County, Maryland

The Honorable, the Judge of said Court:

The report of sales of Edgar A. Jones, assignee of a certain mortgage made and executed by Levin Henry Lloyd and Linnie Lloyd, his wife, to Howard Anderson, and dated July 8th, 1921, and recorded among the land records of Somerset County in Liber W.J.S. No. 82, folio 498, 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 and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to 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 performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than 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, 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 30th day of July, 1935, at two o'clock P.M. and then and there proceed to sell the property described in said mortgage, to-wit:

First: All that lot or tract of land whereon George W. Lloyd resided at the time of his death, situate on the county road leading from White Haven to the Head of Wicomico Creek, adjoining the land owned or recently owned by Samuel Morris, W. E. Furniss and others, containing sixty acres more or less, and being the same land conveyed to the said Levin H. Lloyd and Charles G. Lloyd by L. Creston Beauchamp, Attorney, by deed dated July 26th, 1919 and recorded among the land records of said Somerset County in Liber W.J.S. No. 78, folio 505, and sold the same to Howard H. Anderson at and for the sum of three hundred dollars, he being then and there the highest bidder therefor.

Second: All that lot of land situate on the south side of the aforesaid county road adjoining the land owned or recently owned by Wm. T. Holland, Jacob T. Waters, et al, containing three acres, more or less, and being the same land which was conveyed to the said Levin H. Lloyd and Charles G. Lloyd by Addie A. Morris, by deed dated December 31st, 1918 and recorded as aforesaid in Liber W.J.S. No. 77, folio 312, et seq., and sold the same to Howard H. Anderson at and for the sum of twenty-five dollars, be being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale; and your assignee has distributed the proceeds of said sale as follows:

Total sales		$325.00
To Carlos Bozman, Collector of State & County taxes 1933 & 1934 taxes	$39.40	
To Clerk of Circuit Court, for costs	21.00	
To Somerset News, adv. & order nisi	23.00	
To Edwin B. Muir, auctioneer's fee	2.00	
To Assignee, minimum fee	25.00	
	$110.40	
Balance to be credited on mortgage debt	214.60	$325.00

Total mortgage debt, principal	$1,414.61
Interest	300.60
	$1,715.21
Less credit by sale	214.60
Balance due	$1,500.61

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 2nd day of August, in the year nineteen hundred and thirty-five, before me, the subscribed, Clerk of the Circuit Court for Somerset County, State of Maryland, personally appeared Edgar A. Jones, Assignee named in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones, Ex-Parte, under power in a mortgage from Levin Henry Lloyd and Linnie Lloyd, his wife, to Howard Anderson	No. 4720 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale of the property mentioned in these proceedings, and the distribution of the proceeds thereof, made and reported by Edgar A. Jones, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of September, 1935, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks, before the 31st day of August, 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the eleventh day of September in the year nineteen hundred and thirty-five 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, under power in a mortgage from Levin Henry Lloyd and Linnie Lloy, his wife, to Howard Anderson.	No. 4720 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 11th day of September, 1935, that the sale made and reported by Edgar A. Jones, Assignee aforesaid, and the Distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order Nisi passed in said cause.

James M. Crockett, 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

Edgar A. Jones, Ex Parte, under power contained in a mortgage from Charles T. Jones and Mary V. Jones and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	Be it remembered that heretofore to wit, on the twelfth day of July in the year nineteen hundred thirty-five, 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 the Peoples Bank of Somerset County by a certain Charles T. Jones and Mary V. Jones, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This mortgage, made this twenty-sixth day of June in the year nineteen hundred and twenty-six, by Charles T. Jones and Mary V. Jones, his wife, of Somerset County, Maryland, witnesseth:

Whereas the said Charles T. Jones and Mary V. Jones, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the

sum of five hundred and fifth dollars for money this day loaned, evidenced by the bill obligatory of the said Charles T. Jones and Mary V. Jones for said sum of five hundred and fifty 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 five 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 Charles T. Jones and Mary V. Jones, 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 Mount Vernon Election District, Somerset County, Maryland, on the south side of the county road leading from Mount Vernon to Trappe, adjoining the lands of Henry Lloyd, Jacob T. Waters and others, being the same and all the land which was conveyed to the said Charles T. Jones by William T. Holland and wife by deed dated the 26th of September, 1905, recored among the land records of said Somerset County in Liber O.T.B. No. 41 folio 245.

To all of 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 conveyed.

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

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

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

And it is agreed that until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Charles T. Jones and Mary V. Jones, 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 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 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 mentioned.

Witness the hands and seals of said mortgagors.

Charles T. Jones (Seal)

Test: Vernon E. White.

Mary V. Jones (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 26th 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 Charles T. Jones and Mary V. Jones, 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 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 26 June 1926 and recorded in Liber W.J.S. No. 89 Folio 508 &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, passed in Chancery Cause No. 4367, on April 27th, 1935, the Peoples Bank of Somerset County hereby assigns the within and aforegoing mortgage to John J. Ghingher, duly appointed 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 27 day of April, nineteen hundred and thirty-five.

Witness: Edgar A. Jones

Robt. F. Duer (Seal)
Vice-President, Peoples
Bank of Somerset County

CORPORATE
SEAL

Under authority of an order of the Circuit Court for Somerset County, and for the purpose of foreclosure, I hereby assign the within and aforegoing mortgage to Edgar A. Jones, of Somerset County, Maryland.

Witness my hand and seal this 29 day of April, nineteen hundred and thirty-five.

John J. Ghingher (Seal)

Witness: Anna Mae Carter

Receiver for the Peoples
Bank of Somerset County

Filed for Record July 12, 1935 and recorded in Liber G.W.L. No. 89 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, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents sealed with our seals and dated this 22nd day of July, 1935.

Whereas, by mortgage dated the 26th of June, 1926, recorded among the land records of said Somerset County in Liber W.J.S. No. 89, folio 508, a certain Charles T. Jones and 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 assignment duly recorded among the said land records the said mortgage was assigned to the said Edgar A. Jones for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said Edgar A. Jones is authorized to sell the mortgaged property, and whereas the said Edgar A. Jones is about to exercise the power of sale contained in said mortgage by a sale of said property.

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

Edgar A. Jones (Seal)

MARYLAND CASUALTY COMPANY,
by
L. C. Beauchamp, Attorney in fact.

CORPORATE
SEAL

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of August in the year nineteen hundred thirty-five, 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, under power contained in a mortgage from Charles T. Jones and Mary V. Jones and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	No. 4721 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sales of Edgar A. Jones, assignee of a certain mortgage made and executed by Charles T. Jones and Mary V. Jones, his wife to The Peoples Bank of Somerset County, and assigned to John J. Ghingher, Receiver for the said Peoples Bank of Somerset County, dated June 26th, 1926, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 89, folio 508, under and by virtue of a power of sale contained therein, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon, whereas said mortgage debt has become due and demandable, respectfully represents to your Honors: That after giving bond with security approved by the Clerk of this Court for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and giving more than twenty days notice of the time, place, manner and terms by Advertisement in The Somerset News, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on on the 6th day of August, 1935, at 2 o'clock P.M. and then and there proceed to sell the property described in said mortgage, to-wit: all that tract or parcel of land situate, lying and being in Mt. Vernon Election District, Somerset County, Maryland, on the South side of the County road leading from Mt. Vernon to Trappe, adjoing the lands of Henry Lloyd, Jacob T. Waters and others, being the same land which was conveyed to the said Charles T. Jones by William T. Holland and wife by deed dated September 26th, 1905, and recorded among the land records of Somerset County in Liber O.T.B. No. 41, folio 245, and sold the same to John J. Ghingher, Receiver for the said Peoples Bank of Somerset County at and for the sum of five hundred dollars, he being then and there the highest bidder therefor and the purchaser has complied with the terms of sale.

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

Total sales		$500.00
To Carlos Bozman, Treasurer for 1933-34 State and County Taxes	$30.13	
The Somerset News, Advertising and Order Nisi	18.00	
L. Creston Beauchamp, agent, for Assignee's bond	10.00	
J. M. Tawes, Clerk of the Court, costs	21.00	
Edwin B. Muir, Auctioneer	2.00	
Assignee, minimum fee	25.00	$106.13
Balance to be credited on mortgage debt		$393.87

Total mortgage debt, principal	$381.40
Interest	101.32
	$482.72
Less Credit by sale	393.87
Balance due	$88.85

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 9th day of August, in the year Nineteen hundred and thirty five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Assignee named in the foregoing report of sale and made oath in due form of law that the matters and things set forth in the said report of sales 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:

Edgar A. Jones, Ex Parte, under power contained in a mortgage from Charles T. Jones and Mary V. Jones and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	No. 4721 Chancery Circuit Court for Somerset County, Maryland

Ordered this 9th day of August, 1935, by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of the proerty mentioned in the proceedings, and the distribution of the funds arising thereform, made and reported by Edgar A. Jones, Assignee, as set forth in said report be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of September, 1935, 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 September, 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the eleventh day of September in the year nineteen hundred thirty-five 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, under power contained in a mortgage from Charles T. Jones and Mary V. Jones and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	No. 4721 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 11th day of September, in the year Nineteen hundred and thirty five, that the sale made and reported by Edgar A. Jones, Assignee aforesaid in the above entitled cause, and the distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order Nisi passed in said Cause.

James M. Crockett, 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. Milford Jones, Clerk.

Edgar A. Jones, Ex-Parte, under power contained in a mortgage from Levi Corbin, Lorenzo Dennis & Mary A. Dennis, and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	Be it remember that heretofore to wit, on the nineteenth day of July in the year nineteen hundred thirty-five 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 Emma F. Barnes by a certain Levi Corbin, Lorenzo Dennis and Mary A. Dennis of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, made this 4th day of February, in the year nineteen hundred and nineteen, by Levi Corbin and Lorenzo Dennis and Mary A. Dennis, his wife, all of Somerset County, in the State of Maryland, witnesseth:

Whereas the said Levi Corbin and Lorenzo Dennis and Mary A. Dennis, his wife, are justly and bona fide indebted unto Emma F. Barnes, of Worcester County, Maryland, in the sum of nine hundred and fifty dollars, for money advanced by the said Emma F. Barnes to the said Levi Corbin and Lorenzo Dennis to pay the balance of the purchase money for the first parcel of real estate hereinafter conveyed, evidenced by the bill obligatory of the said Levi Corbin and Lorwnzo Dennis and Mary A. Dennis, his wife, for said sum of nine hundred and fifty dollars, dated evenly herewith, payable to the said Emma F. Barnes two years after dated, with interest from date, payable annually from date, and whereas for the purpose of securing the payment of said sum of 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 Levi Corbin and Lorenzo Dennis and Mary A. Dennis, his wife, hereby grant and convey unto the said Emma F. Barnes, her heirs and assigns, the following described lots or parcels of land, situate, lying and being in Somerset County, Maryland:

First: All that tract or parcel of land, in East Princess Anne Election District, on the south side of the county road leading from Princess Anne to Snow Hill, adjoining the lands of Lewis A. Gentry, and containing 67 acres of land, more or less, which was conveyed to the said Levi Corbin and Lorenzo Dennis, as tenants in common, by Frank L. Porter and wife by deed dated evenly herewith, not yet delivered but intended to be delivered and recorded cotemporaneously herewith; and being also the same land conveyed to Frank L. Porter by L. Creston Beauchamp, assignee and trustee, by deed intended to be recorded among the land records of Somerset County.

Second: All that lot or parcel of land, in Dublin Election District, on the south side of the King's Creek Tax Ditch, adjoining the lands of Oliver Payne and George A. Corbin, and containing 5 acres of land, more or less, which was conveyed to the said Lorenzo Dennis by George A. Corbin and wife by deed dated the 28th of March, 1914, and recorded among said land records in Liber W.J.S. No. 66, folio 191.

To all of which said deeds and the references and descriptions therein contained, special reference is here made 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 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 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, 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 --------- 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

Levi Corbin (Seal)

Test: J. Frank Miles

Lorenzo R. Dennis (Seal)

Mary A. Dennis (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 4th day of February, 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 aforesaid, personally appeared Levi Corbin and Lorenzo Dennis and Mary A. Dennis, 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 Emma F. Barnes for the purpose of making this affidavit.

J. Frank Miles, J. P.

Received for Record Feb. 4, 1919 and recorded in Liber W.J.S. No. 75 Folio 404 &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 the Peoples Bank of Somerset County.

Witness my hand and seal this 8th day of September, 1930.

Test: O. J. Croswell

Emma F. Barnes, (Seal)

Filed for Record 16th Sept. 1930 and recorded in Liber W.J.S. No. 75 Folio 404.

Test: Geo. W. Lawson, Clerk.

ASSIGNMENTS

Under authority of an order of the Circuit Court for Somerset County, passed in Chancery Cause No. 4367, on June 26, 1935, the Peoples Bank of Somerset County hereby assigns the with and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Peoples Bank of Somerset County.

Witness the corporate seal of the said Bank and the hand of Robert F. Duer, Vice President thereof, this 29th day of June, nineteen hundred and thirty-five.

Witness: Frances H. Benson

Robt. F. Duer (Seal)

Vice-President, Peoples

CORPORATE SEAL

Bank of Somerset County.

Under authority of an order of the Circuit Court for Somerset County, and for the purpose of foreclosure, I hereby assign the within and aforegoing mortgage to Edgar A. Jones, of Somerset County, Maryland.

Witness my hand and seal this 29th day of June, nineteen hundred and thirty-five.

John J. Ghingher (Seal)

Witness: Winifred A. Duggan

Receiver for the Peoples Bank of Somerset County.

SEAL

Filed for Record 19th July 1935 and recorded in Liber W.J.S. No. 75 Folio 405.

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, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated the 22nd day of July, 1935.

Whereas, by mortgage dated the fourth of February, 1919, recorded among the land records of said Somerset County in Liber W.J.S. No. 75, folio 404, a certain Levi Corbin and Lorenzo Dennis and wife conveyed to Emma F. Barnes certain real estate in said county, and whereas default has occurred under the terms and conditions of said mortgage, and whereas said mortgage has been assigned to the said Edgar A. Jones by assignment duly recorded among said land records for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said Edgar A. Jones is authorized to sell said 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 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 said mortgaged property or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Edgar A. Jones (Seal)

MARYLAND CASUALTY COMPANY,
by
L. C. Beauchamp, Attorney
in Fact.

Test: James R. Stewart

CORPORATE SEAL

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the third day of August in the year nineteen hundred thirty-five, 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, under power contained in a mortgage from Levi Corbin, Lorenzo Dennis & Mary A. Dennis, and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	No. 4724 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sales of Edgar A. Jones, assignee of a certain mortgage made and executed by Levi Corbin, Lorenzo Dennis and Mary A. Dennis, his wife, to Emma F. Barnes and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, dated February 4th, 1919, and recorded among the land records of Somerset County in Liber W.J.S. No. 75, folio 404, 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, whereby said mortgage debt has become due and demandable, respectfully represents to your Honors; that after giving bond with security approved by the Clerk of this Court, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper 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, Maryland, on the 30th day of July, 1935, at two o'clock, P.M. and then and there proceed to sell the property described in said mortgage, to wit:

First: All that tract or parcel of land, in East Princess Anne Election District, on the south side of the county road leading from Princess Anne to Snow Hill, adjoining the lands of Lewis A. Gentry, and containing 67 acres of land, more or less, which was conveyed to the said Levi Corbin and Lorenzo Dennis, as tenants in common, by Frank L. Porter and wife, by deed dated February 4th, 1919 and recorded among the land records of Somerset County, and sold the same to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, at and for the sum of four hundred dollars, he being then and there the highest bidder therefor.

Second: All that lot or parcel of land, in Dublin Election District, on the south side of the Kings Creek Tax Ditch, adjoining the lands of Oliver Payne and George A. Corbin, and containing 5 acres of land, more or less, which was conveyed to the said Lorenzo Dennis by George A. Corbin and wife, by deed dated the 28th of March, 1934, and recorded among said land records in Liber W.J.S. No. 66, folio 191, and sold the same to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, at and for the sum of one hundred dollars, he being then and there the highest bidder therefor; and the purchaser has complied with the terms of sale.

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

Total sales		$500.00
To Carlos Bozman, Collector of State & County taxes for the years 1931 to 1934, incl.	$88.62	
To Marylander & Herald, adv. & order nisi	19.50	
To L. Creston Beauchamp, agent for assignee's bond	10.00	
To Clerk of the Court, for costs	21.00	
To Edwin B. Muir, auctioneer's fee	2.00	
To assignee, minimum fee	25.00	
	$ 166.12	
Balance to be credited on mortgage debt	333.88	$500.00

Total mortgage debt, principal	$372.70
interest	91.25
	$463.95
Less credit by sale	333.88
Balance due	$130.07

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this ---- day of August, in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, State of Maryland, personally appeared Edgar A. Jones, assignee named in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones, Ex-Parte, under power in a mortgage from Levi Corbin, Lorenzo Dennis and Mary A. Dennis, and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County	No. 4724 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale of the property mentioned in these proceedings, and the distribution of the proceeds therefor, made and reported by Edgar A. Jones, Assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 4th day of September 1935, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 31st day of August, 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the eleventh day of September in the year nineteen hundred thirty-five 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, under power in a mortgage from Levi Corbin, Lorenzo Dennis and Mary A. Dennis, and assigned to John J. Ghingher, Receiver for the Peoples Bank of Somerset County.	No. 4724 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 11th day of September, nineteen hundred and thirty-five, that the sale made and reported by Edgar A. Jones, Assignee aforesaid, and the distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order Nisi passed in said cause.

James M. Crockett, 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 Jones, Clerk.

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conveyed unto the said Sallie F. Taintor by Alonzo L. Murrell and wife by deed bearing date the twenty-fourth day of April, 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 341 etc,

Second: All that lot, tract or parcel of land in said Brinkley's District, County and State aforesaid, containing sixty-seven acres of land, more or less, being the same and all the real estate and premises conveyed unto the said William F. Burke and Mary L. Burke, his wife, by Charles F. Cannon and Bartlett I. Walter and wife by deed bearing date the tenth day of December, in the year nineteen hundred and twenty-three, and recorded among the said Land Records in Liber W.J.S. No. 90 folio 17 etc, and which is laid down and described on the plat and certificate of survey made by Levin H. Hall, Surveyor, and filed with, and as a part of the aforesaid deed.

And special reference is here made to the deeds and records aforesaid 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 William F. Burke and Mary L. Burke, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or Clarence P. Lankford, its and their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors,

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

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Twenty-seven Hundred dollars, and to cause the policy to be effect 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: Herman F. Nelson

William F. Burke (Seal)
Mary L. Burke (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-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared William F. Burke and Mary L. Burke, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal the day and year aforesaid.

SEAL OF NOTARY

Herman F. Nelson, Notary Public.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 17 day of December, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared 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

Oliver S. Horsey, Notary Public.

Received for Record Dec. 19, 1923 and recorded in Liver W.J.S. No. 88 Folio 282 &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 Wm. E. Daugherty sureties, all of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five 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 each of our heirs, executors and administrators, jointly by these presents, sealed with our seals and dated this 23rd day of July, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from William F. Burke and Mary L. Burke, his wife, to the "Bank of Crisfield", a body corporate, bearing date the fifteenth day of December, in the year nineteen hundred and twenty three, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 88 folio 282 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 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)

Witness: Warren F. Sterling — Joseph W. Disharoon (Seal)

Wm. E. Daugherty (Seal)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 23rd day of July, nineteen hundred and thirty-five.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-ninth day of July in the year nineteen hundred thirty-five, 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 William F. Burke and Mary L. Burke, his wife, to the "Bank of Crisfield", a body corporate.	No. 4727 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 named in a mortgage from William F. Burke and Mary L. Burke, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the fifteenth day of December, in the year

nineteen hundred and twenty-three, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 88 folio 282 etc, and duly authorized and empowered 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 in the "Crisfield Times", a newspaper published in Somerset County, in the State of Maryland, for twenty days 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-seventh day of July, nineteen hundred and thirty-five, at or about the hour of 2:00 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 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 Brinkley's District, Somerset County, in the State of Maryland, on the West side of the County Road leading from Marion to Kingston, adjoining the Corinne E. Miles farm on the South and West, and the Dixon land on the North, containing fourteen and one-half acres of land, more or less, being the same and all the real estate and premises conveyed unto the said William F. Burke and Mary L. Burke, his wife, by Sallie F. Taintor by deed bearing date the fifteenth day of December, in the year nineteen hundred and twenty-three, and duly recorded among the said Land Records of Somerset County in Liber W.J.S. No. ---- folio -----, and is also all the real estate and premises conveyed unto the said Sallie F. Taintor by Alonzo L. Murrell and wife by deed bearing date the twenty-fourth day of April, in the year nineteen hundred and twenty, and recorded among said Land Records in Liber W.J.S. No. 80 folio 341 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 Two Thousand dollars ($2,000.00), all of which said purchaser has paid in cash,

Your Attorney next offerred at public sale to the highest bidder, all that lot or parcel of land, with the improvements thereon, situate, lying and being in said Brinkley's District, County and State aforesaid, containing sixty-three and one-half acres of land, more or less, being the same and all the real estate and premises conveyed unto the said William F. Burke and Mary L. Burke, his wife, by Charles F. Cannon and others by deed bearing date the tenth day of December, in the year nineteen hundred and twenty-three, and recorded among the said Land Records in Liber W.J.S. No. 90 folio 17 etc, except so much thereof as has since been conveyed by the said William F. Burke and Mary L. Burke, his wife, unto George Ellis by deed bearing date the twentieth day of September, in the year nineteen hundred and twenty-seven, and recorded among said Land Records in Liber G.W.L. No. 94 folio 504 etc, whereupon the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, being the highest and best bidder therefor, at and for the sum of Twelve Hundred dollars ($1,200.00), all of which said purchaser has paid in cash.

And your attorney has distributed the proceeds of said sales, as follows:

By whole amount of sales		$3,200.00
To costs and expenses:		
Clerk's fee, including record	$11.50	
State and County taxes for 1931, 1932, 1933, and 1934	247.12	
Auctioneer	3.00	
Solicitor	10.00	
Advertising sale and order nisi	30.00	
Commissions	120.00	
Insurance premiums by Bank of Crisfield	67.81	
Balance of this fund to the "Bank of Crisfield", mortgagee, on account of mortgage debt, per mortgage filed in this cause	2,710.57	$3,200.00
	$3,200.00	

Statement of mortgage debt due the "Bank of Crisfield", mortgagee, per mortgage filed in this cause:

Amount of mortgage debt on the day of sale	$2,959.27
Less allowance as above	2,716.57
Balance owing on mortgage debt	$238.70

And your Attorney prays the ratification of his said proceedings and of the sales and the distribution of the proceeds of said sales by him made.

Respectfully submitted,

Clarence P. Lankford,
Attorney named in said mortgage.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this ---- day of ----- nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, attorney named in the above report of sales, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex-Parte, Trust created by mortgage from William F. Burke and Mary L. Burke, his wife, to the "Bank of Crisfield", a body corporate.	No. 4727 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 29th day of July, nineteen hundred and thirty-five, that the sales of property made and reported by Clarence P. Lankford, Attorney named in a mortgage from William F. Burke and Mary L. Burke, his wife to the "Bank of Crisfield", a body corporate, bearing date the 15th day of December, 1923, and recorded among the Land Records of Somerset County, Maryland, 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 3rd 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 31st day of August next.

The report states the amount of sales to be $3,200.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourteenth day of September in the year nineteen hundred thirty-five 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 William F. Burke and Mary L. Burke, his wife, to the "Bank of Crisfield", a body corporate	No. 4727 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, this 14th day of September, nineteen hundred and thirty-five, that the sales of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from William F. Burke and Mary L. Burke, his wife, to the "Bank of Crisfield", a body corporate, bearing date the 15th day of December, 1923, and recorded among the Land Records of Somerset County, Maryland, and the distribution of the proceeds of said sales 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.

James M. Crockett, 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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taining one hundred and thirty-four acres and one-fourth of an acre of land more or less (134-1/4) and being the same farm or tract of land which was conveyed unto the said Octavia F. Jones by Henry J. Waters assignee by deed bearing even date herewith and intended to be recorded among the Land Records of Somerset County, Maryland cotemporaneously with this mortgage and being also the same tract or parcel of land which was conveyed unto Sidney C. Jones by Thomas W. Taylor and wife and Mary M. Miles by deed dated on the 22nd day of July in the year 1899 and to which said deed, plat and certificate of survey therewith filed and recorded among said Land Records in Liber O.T.B. No. 26 Folio 52[illegible] et seq. reference is here made for a more 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 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 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, charles, mortgage debt and interest aforesaid, the said Octavia F. Jones 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 Henry J. Waters their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the 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 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 her behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor, 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 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 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.

Witness the hand and seal of said mortgagor.

Test: J. Frank Miles Mis Octavia F. Jones (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 29th day of January 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 Octavia F. Jones 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 Henry J. Waters, agent for Clara L. Woolford the above named mortgagee and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he is the agent of the said Clara L. Woolford the above named mortgagee for the purpose of making this affidavit.

J. Frank Miles

Received for Record Jan. 31, 1919 and recorded in Liber W.J.S. No. 75 Folio 402, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received, I hereby assign the above and within mortgage to Gordon Tull, for the purpose of foreclosure, the balance due thereon on July, 1935, being $4284.00 including back interest and insurance and taxes.

Witness my hand and seal this 23rd day of July, 1935.

Test: Lena Rigby Woolford Clara L. Woolford (Seal)

The bill obligatory referred to in the foregoing mortgage is in the following words, to wit:

$4200.00

One year after date I promise and oblige myself my executors or administrators

to pay to Clara L. Woolford her heirs or assigns the full and just sum of Four Thousand and two Hundred Dollars ($4200.00) with interest thereon from the date hereof payable annually. This obligation being given for money this day borrowed from the said Clara L. Woolford and applied to the payment of the purchase money for farm known as the Sidney C. Jones farm located in Brinkley's District in Somerset County, Maryland and containing one Hundred and thirty four acres and one fourth of an acre of land (134-1/4) more or less and is secured by mortgage bearing even date herewith upon said farm.

Witness my hand and seal this 29th day of January in the year 1919.

Witness: J. Frank Miles — Mis Octavia F. Jones (Seal)

Revenue Stamps
.84¢

1920 January 29th Credit by one year's interest on within note to date	
" " " " on Principal on within note	700.00
Interest paid to January 29th, 1921	210.00
Interest paid to January 29th, 1922	210.00
Interest paid to January 29th, 1923	210.00
Interest paid to January 22th, 1924	210.00
Interest paid to January 29th, 1925	210.00
Interest paid to January 29th, 1926	210.00
Interest paid to January 29th, 1927	210.00
Interest paid to January 29th, 1928	210.00
Interest paid to January 29th, 1929	210.00
Interest paid to January 29th, 1930	210.00
Interest paid to January 29th, 1931	210.00
Interest paid to January 29th, 1932	210.00
June 9, 1933 paid in interest account	110.00
February 15th, 1934, paid on interest acc't.	50.00
March 2nd, 1934 " " " "	10.00
June 7th, " " " " "	200.00

For value received, I hereby assign to Gordon Tull, for the purpose of foreclosure, the above and within bill obligatory secured by a mortgage of even date therewith, the balance due thereon on July 29th, 1935 being $4284.00 including interest insurance and taxes.

Witness my hand and seal this 23rd, day of July, 1935.

Test: Lena Rigby Woolford — Clara L. Woolford (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 Clara L. Woolford and Lena R. Woolford, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars ($8000.00), 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 23rd, day of Junly, in the year, 1935.

Whereas the above bounden Gordon Tull, by virtue of a power contained in a mortgage from Octavia F. Jones (now Octavia F. Palmer) to Clara L. Woolford dated January 29th, 1919, and duly recorded in Liber W.J.S. No. 75 Folio 402, and assigned to Gordon Tull for the purpose of foreclosure, is about to execute the trust reposed in him by the power in said mortgage (default having occurred under the covenants therein).

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, and shall abide by and faithfully fulfil any order or decree which shall be made by and Court of Equity in relation to 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 my hands and seals this 23rd, day of July, 1935.

Gordon Tull (Seal)

Test: W. H. Adamns

Clara L. Woolford (Seal)

Lena Rigby Woolford (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twentieth day of August in the year nineteen hundred thirty-five, 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 Octavia F. Jones (Palmer) to Clara L. Woolford dated January 29th, 1919, and recorded in Liber W.J.S. No. 75 Folio 402 and assigned to said Gordon Tull.	No. 4726 Chancery Circuit Court for Somerset County, Maryland

To the Honorable the Judge of said Court:

The Report of Gordon Tull, assignee, under the above entitled Mortgage, to make sale of certain real estate therein mentioned, respectfully Shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other perquisites and conditions, 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 Somerset News, a weekly Newspapers printed and published in Somerset County for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on Tuesday August 20th, 1935, at the hour of two o'clock, P.M. and then and there proceeded to sell said property, in manner following, that is to say:

Your Assignee and trustee offered at public sale to the highest bidder, for cash, the property mentioned in said mortgage, situate lying and being in Brinkleys District, Somerset County, Maryland, and Known as the "Sidney Jones Farm" containing 134-1/4 acres of land, more or less, and being the same farm conveyed to Octavia F. Jones, (now Palmer) by Henry J. Waters, Assignee, by deed dated the 29th day of July, 1919, and duly recorded in Liver W.J.S. No. 77, Folio 427 and also, the same land conveyed to Sidney C. Jones by Thos. W. Taylor and wife and Mary M. Miles, by deed dated the 22nd day of July, 1899, and recorded in Liber O.T.B. No. 26, Folio 52 etc.

And your trustee and Assignee sold the above d escribed property to Clara L. Woolford at and for the sum of Forty two Hundred and fifty Dollars ($4250.00) she being at that sum the highest bidder therefor, and the said purchaser has complied with all the terms of the sale:

And the said purchase price not being sufficient to satisfy the said mortgage with interest and costs of suit, your assignee has audited the account herein and prays the Court to ratify the said sale together with the following account:

Whole Amount of Mortgage indebtedness with interest			$4284.00
Whole amount of purchase money from sale		$4250.00	
Trustees Commissions	$191.00		
Clerks and Court costs	21.00		
Auctioneer & Advertising	20.50		
County and State Taxes,	-------		

$4284.00 debt money, plus $232.50 expenses of sale. Leaves a balance of $266.50 still due and unpaid on mortgage.

Respectfully submitted,

Gordon Tull, Assignee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 20th day of August, in the year, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, Assignee and trustee, mentioned in the above Report of sale and made oath in due form of law that the matters and things set forth in the above report are true and that the sale was fairly made.

Sworn Before,

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:

Gordon Tull, Assignee, Ex-Parte under a Mortgage from Octavia F. Jones (Palmer) to Clara L. Woolford, dated 29th January 1919, and recorded in Liber W.J.S. No. 75 Folio 402, Assigned to Gordon Tull.	No. 4726 Chancery Circuit Court for Somerset County, Maryland

Ordered this 20th day of August, 1935, 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 of said sale made therein, made and reported by Gordon Tull, Assignee and trustee under a power in said mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of September, 1935, 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 16th day of September, 1935,

The report states the amount of sales to be $4250.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the first day of October in the year nineteen hundred thirty-five, 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 under a Mortgage from Octavia F. Jones (Palmer) to Clara L. Woolford, dated 29th January 1919, and recorded in Liber W.J.S. No. 75 Folio 402. Assigned to Gordon Tull	No. 4726 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County this 1st day of October, 1935, that the sale made and reported by the Assignee or 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 is said cause: And the said Assignee or trustee is allowed the usual Commissions and such proper expenses as he shall produce vouchers for and the distribution of the proceeds of sale herein made is also hereby finally ratified & confirmed.

James M. Crockett, 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.

Earle S. McIntyre, John O. McIntyre, Carl E. McIntyre, Harry McIntyre, Gilbert J. McIntyre, Clifford B. McIntyre, Straughn L. McIntyre, Ethel A. Webster, Reta M. McIntyre, Lillian J. Austin, Ina L. McDaniel and George H. Myers VS. Linnie McIntyre, Mary McIntyre, Howard McIntyre, John J. Ghingher, Receiver for the Peoples Bank of Somerset County, and Baltimore Commercial Bank, a body corporate.	Be it remembered that heretofore to wit, on the second day of May in the year nineteen hundred thirty-four, a certain Earle S. McIntyre, John O. McIntyre, Carl E. McIntyre, Harry McIntyre, Gilbert J. McIntyre, Clifford B. McIntyre, Straughn L. McIntyre, Ethel A. Webster, Reta M. McIntyre, Lillian J. Austin, and Ina L. McDaniel by George H. Myers, their solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Linnie McIntyre, Mary McIntyre, Howard McIntyre, John J. Ghingher, Receiver for the Peoples Bank

of Somerset County, and Baltimore Commercial Bank, a body corporate, which said bill of complaint is in the words following, to wit:

Earle S. McIntyre, John O. McIntyre, Carl E. McIntyre, Harry McIntyre, Gilbert J. McIntyre, Clifford B. McIntyre, Straughn L. McIntyre, Ethel A. Webster, Reta M. McIntyre, Lillian J. Austin, Ina L. McDaniel and George H. Myers, VS. Linnie McIntyre, Mary McIntyre, Howard McIntyre, John J. Ghingher, Receiver for the Peoples Bank of Somerset County and Baltimore Commercial Bank, a body corporate.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

Your orators complaining say,

First: That a certain James R. McIntyre, late of Somerset County, deceased, departed this life on the seventeenth day of August, nineteen hundred and twenty-eight, intestate, leaving surviving a widow, Georgia McIntyre, who has since died to wit; on the fifth day of April, nineteen hundred and thirty-four, and the following children as his sole heirs at law. (1) Jacob B. McIntyre, a son who died since the death of his said father, James R. McIntyre intestate, leaving surviving him a widow, the defendant Linnie McIntyre and two children, namely; the defendants Mary McIntyre and Howard McIntyre, (2) a son the plaintiff Earle S. McIntyre, (3) a son the plaintiff John O. McIntyre, (4) a son the plaintiff Carl E. McIntyre, (5) a son the plaintiff Harry McIntyre, (6) a son the plaintiff Gilbert J. McIntyre, (7) a son the plaintiff Clifford B. McIntyre, (8) a son the plaintiff Straughn L. McIntyre, (9) a daughter the plaintiff Ethel A. Webster, (10) a daughter the plaintiff Reta M. McIntyre, (11) a daughter the plaintiff Lillian J. Austin, and (12) a daughter the plaintiff Ina L. McDaniel; that all of said heirs at law of said James R. McIntyre are of full age except the defendants, Mary McIntyre and Howard McIntyre, who are eighteen and twelve years old respectively and all of them reside in Somerset County, Maryland, except the plaintiff Straughn L. McIntyre and Ina L. McDaniel, who reside in Wicomico County in said State, Ethel A. Webster, who resides at Wilmington in the State of Delaware, and Reta M. McIntyre who resides at Chester in the State of Pennsylvania.

Second: That the said James R. McIntyre was at the time of his death seized and possessed of a farm located at the Junction of Monie Creek and another small Creek known as Jones' Creek in Mount Vernon Election District in said Somerset County, which said farm descended to the said heirs at law of the said James R. McIntyre and is now held by said heirs as tenants in common.

Third: That the said real estate of which the said James R. McIntyre died seized and possessed is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

Fourth: That the plaintiff George H. Myers holds a judgment of record against the said Harry McIntyre and Gilbert James McIntyre for the sum of twenty one hundred dollars with interest from December 19, 1933, two hundred ten dollars collection charges and seven dollars costs, the same being No. 146 Appearances on the docket of the September Term 1933, in the Circuit Court for Somerset County, Maryland, which said judgment constitutes a lien upon the interests of the Harry McIntyre and Gilbert James McIntyre in and to the aforedescribed real estate.

Fifth: That the defendant John J. Ghingher, Receiver for the Peoples Bank of Somerset County holds a judgment against the defendant Carl E. McIntyre entered in the Circuit Court for Somerset County, Maryland, for the sum of one hundred thirty one dollars and seventy five cents with interest from April 22, 1933, and eight dollars and fifty-five cents costs, the same being No. 89 Trials on the docket of the April Term 1933, which said judgment constitutes a lien upon the interest of the said Carl E. McIntyre in and to the hereinbefore described real estate.

Sixth: That the Baltimore Commercial Bank, a body corporate, under the laws of the State of Maryland, holds a judgment of record against the defendant Clifford B. McIntyre entered in said Circuit Court for Somerset County, for the sum of six hundred one dollars and sixty-six cents with interest from April 25, 1932, sixty dollars and seventeen cents

collection charges and seven dollars costs being No. 66 Appearances of the April Term 1932, which said judgment constitutes a lien upon the interest of the said Carl B. McIntyre in and to the hereinbefore described real estate.

To the end therefore.

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed among your orators and the said defendants according to their respective rights and interests.

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

May it please your Honor to grant unto your orators the writ of subpoena directed to the said Linnie McIntyre, an adult, and to the said Mary McIntyre and Howard McIntyre, infants, all residing in Somerset County, Maryland, and to John J. Ghingher, Receiver for the Peoples Bank of Somerset County, residing in Baltimore City, Maryland, and to the Baltimore Commercial Bank, a body corporate, having its principal office in said Baltimore City, commanding them and each of them to 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.

Geo. H. Myers,
Solicitor for Plaintiffs.

Princess Anne, Maryland
April 11, 1934

We the undersigned, heirs at law of James R. McIntyre, late of Somerset County, deceased, do hereby authorize George H. Myers of Somerset County, to institute suit in the Circuit Court for Somerset County in Equity, on behalf of us and each of us to procure decree for the sale of the real estate of which James R. McIntyre died possessed, for the purpose of partition of the proceeds of said sale among the said heirs at law of the said James R. McIntyre.

Earle S. McIntyre
John O. McIntyre
Carl E. McIntyre
Harry McIntyre
Gilbert J. McIntyre
Cliff B. McIntyre
Straughn L. McIntyre
Ethel A. Webster
Heta M. McIntyre
Lillian J. Austin
Ina L. McDaniel

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,

Linnie McIntyre 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 Earle S. McIntyre, John O. McIntyre & others 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 March Anno Domini 1934 issued the 2nd day of May Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Mary McIntyre, Howard McIntyre 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 Earle S. McIntyre, John O. McIntyre and others 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 March Anno Domini 1934 issued the 2nd day of May Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in May in the year nineteen hundred thirty-five, 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 Daughtery, to whom the first 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 with defendant Linnie McIntyre.

Luther Daughtery, Sheriff.

For the second said writ: Summoned severally Mary McIntyre & Howard McIntyre, copy left with each infant defendant also copy of within writ left with Linnie McIntyre, mother & natural guardian of said infant defendants.

Luther Daughtery, Sheriff.

And thereafter to wit, on the thirteenth day of June in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of Earle S. McIntyre, plaintiff in the above case, respectfully shows:

That the defendants, Mary McIntyre and Howard McIntyre, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

Your petitioner, therefore, prays your Honor to appoint a guardian at litem to appear and answer for said infants.

Geo. H. Myers,
Solicitor for Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this ------ day of June, nineteen hundred and thirty-four, before me, the subscriber, a Notary Public in and for Somerset County aforesaid, personally appeared George H. Myers, Solicitor aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

SEAL
OF
NOTARY

Samuel H. Sudler, Notary Public.

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

Ordered, By the Circuit Court for Somerset County, in Equity, this 13th day of June, nineteen hundred and thirty-four, upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for Mary McIntyre and Howard McIntyre, infant defendants in the above cause.

Robt. F. Duer, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

The joint and several answer of Mary McIntyre and Howard McIntyre, infant defendants in the above case by James R. Stewart, Guardian Ad Litem, duly appointed by order of this Court, to the Bill of Complaint of Earle S. McIntyre and others, against them in the above cause exhibited.

These defendants being infants cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound.

James R. Stewart, Guardian Ad Litem.

And thereafter to wit, on the fifth day of May in the year nineteen hundred thirty-five, the following answers were filed in the words following, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The answer of John J. Ghingher, Receiver for the Peoples Bank of Somerset County, to the Bill of Complaint against him and others in the above Cause exhibited, respectfully shows:

That this respondent admits the matters and allegations charged in the fifth paragraph of the said Bill of Complaint; as to the other allegations of said Bill of Complaint, this respondent says, that he has no knowledge thereof and neither admits nor denies the same but consents to the passing of such decree as to this Honorable Court may appear right and proper in the premises.

And as in duty bound,

John J. Ghingher, Receiver
for the Peoples Bank of
Somerset County.
Edgar A. Jones, Atty for
John J. Ghingher, Receiver
of the Peoples Bank.

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The answer of the Baltimore Commercial Bank, a body corporate, to the Bill of Complaint against it and others in the above cause exhibited, respectfully shows:

That this respondent admits the matters and allegations charged in the sixth paragraph of the said Bill of Complaint; as to the other allegations of said Bill of Complaint, this respondent says, that it has no knowledge thereof and neither admits nor denies the same but consents to the passing of such decree as to this Honorable Court may appear right and proper in the premises.

And as in duty bound,

BALTIMORE COMMERCIAL BANK

By: C. M. Lancaster, Vice-President.

Edgar A. Jones, Atty for

Baltimore Commercial Bank

CORPORATE
SEAL

And thereafter to wit, on the thirteenth day of June in the year nineteen hundred thirty-five, the Court here passed the following order, to wit:

Earle S. McIntyre, et al VS. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

The defendant, Linnie McIntyre, having been duly summoned to appear to the Bill of Complaint in the above cause and having failed to appear thereto and answer said bill.

It is thereupon this 13th day of June, 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 defendant.

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

Robt. F. Duer, Judge.

And thereafter to wit, on the twenty-second day of June in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of Earle S. McIntyre and other plaintiffs in the above cause respectfully represents:

That since filing the original Bill of Complaint they have discovered an error therein in that one of the defendants is described as "Mary" McIntyre, apparently a girl, whereas said defendant is in fact a boy, named Murray McIntyre.

Your petitioner, therefore, prays leave to file the annexed amended Bill of Complaint.

And as in duty bound,

Geo. H. Myers, Solicitor
for Complainants.

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

Ordered, this 21st day of June, nineteen hundred and thirty-four, by the Circuit Court for Somerset County in Equity, that leave be and the same is hereby granted to the plaintiffs to file the annexed amended Bill of Complaint.

Joseph L. Bailey, Judge

And thereafter to wit, on the twenty-second day of June in the year nineteen hundred thirty-four, George H. Myers, solicitor, filed in Court here the following amended bill, to wit:

Earle S. McIntyre, John O. McIntyre, Carl E. McIntyre, Harry McIntyre, Gilbert J. McIntyre Clifford B. McIntyre, Straughn L. McIntyre, Ethel A. Webster, Reta M. McIntyre, Lillian J. Austin, Ina L. McDaniel and George H. Myers VS, Linnie McIntyre, Murray McIntyre, Howard McIntyre, John J. Ghingher, Receiver for the Peoples Bank of Somerset County, and Baltimore Commercial Bank, a body corporate.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

Your orators complaining say,

First: That heretofore, to-wit, on the second day of May, nineteen hundred and thirty-four, they filed their Bill of Complaint in this Court against the defendants, Linnie McIntyre, Howard McIntyre and another defendant described in said Bill as "Mary" McIntyre, praying among other things for the sale of certain real estate of which James R. McIntyre, late of said Somerset County, died seized, as in said Bill is particularly set forth; that said defendants were duly returned summoned, Guardian ad litem was appointed for said infant defendants and a decree pro confesso and other proceedings were had as will appear by reference to the above cause.

Second: That your orators have lately discovered and now charge by way of amendment to their aforesaid Bill of Complaint, that the two surviving infant children of Jacob McIntyre, a deceased son of the said James R. McIntyre, are two sons, namely, Murray McIntyre and Howard McIntyre, whereas one of them is described in said Bill of Complaint as "Mary" McIntyre, apparently a daughter; that the said Murray was summoned to the original Bill of Complaint under the name of "Mary" but your orators desire to correct the proceeding so that the said defendant Murray McIntyre may be properly summoned under his own name.

To the end therefore.

(1) That the said Linnie McIntyre and Howard McIntyre, John J. Ghingher, Receiver aforesaid, and Baltimore Commercial Bank may answer this amendment.

(2) That the said Murray McIntyre may answer as well the matters charged in the original Bill of Complaint as in this amended Bill.

(3) That your orators may have such other and further relief against them as is prayed in said original Bill of Complaint.

May it please your Honor to grant unto your orators the writ of subpoena directed to the said Linnie McIntyre, an adult, and to the said Howard McIntyre and Murray McIntyre, infants, all residing in said Somerset County, and to Baltimore Commercial Bank, a body

corporate and John J. Ghingher, Receiver aforesaid, of Baltimore City, State of Maryland, 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 Complainants.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Howard McIntyre, Murray McIntyre 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 Earle S. McIntyre & others against you in the said Court exhibited. Hereof fail not at your peril.

Witness the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of May Anno Domini 1934 issued the 22nd day of June Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Linnie McIntyre 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 Earle S. McIntyre & others against you in the said Court exhibited, Hereof fail not at your peril.

Witness, the Honorable John R. Pattison, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of May Anno Domini 1934, issued the 22nd day of June Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in July in the year nineteen hundred 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 Heriff of Somerset County, Luther Daughtery, 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 & copy left with each defendand also copy left with Mrs. Linnie McIntyre mother & custodean of said infant defendants.

Luther Daughtery, Sheriff.

For the second said writ: Summoned and copy left.

Luther Daughtery, Sheriff.

And thereafter to wit, on the seventeenth day of November in the year nineteen hundred thirty-four, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of Earle S. McIntyre, plaintiff in the above case, respectfully shows:

That the defendants, Murray McIntyre and Howard McIntyre, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

Your petitioner, therefore, prays your Honor to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound,

Geo. H. Myers,
Solicitor for Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 17th day of November, nineteen hundred and thirty-four, before me, the subscriber, in and for Somerset County aforesaid, personally appeared George H. Myers, Solicitor aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Robt. F. Duer.

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

Ordered, By the Circuit Court for Somerset County, in Equity, this 17th day of November, nineteen hundred and thirty-four, upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for Murray McIntyre and Howard McIntyre, infant defendants in the above cause.

Robt. F. Duer, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The Joint and several answer of Murray McIntyre and Howard McIntyre, infant defendants in the above case by James R. Stewart, Guardian Ad Litem, duly appointed by order of this Court to the original and amended Bills of Complaint of Earle S. McIntyre and others, against them and the above cause Exhibited, respectfully shows:

These defendants being infants cannot admit any of the matters and things in said Bills alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound,

James R. Stewart, Guardian Ad Litem

And thereafter to wit, on the seventeenth day of November in the year nineteen hundred thirty-four, the following answers were filed in the words following, to wit:

Earle S. McIntyre et al Vs. Linnie McIntyre Et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The answer of the Baltimore Commercial Bank, a body corporate, to the Amended Bill of Complaint against it and others in the above cause exhibited, respectfully shows:

That this respondent admits the matters and allegations charged in the first paragraph of the said Amended Bill of Complaint; as to the other allegations of said Amended Bill of Complaint, this respondent says, that it has no knowledge thereof and neither admits nor denies the same but consents to the passing of such decree as to this Honorable Court may appear right and proper in the premises.

And as in duty bound,

Edgar A. Jones, Attorney
for Baltimore Commercial Bank

Earle S. McIntyre et al Vs. Linnie McIntyre, et al	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The answer of John J. Ghingher, Receiver for the Peoples Bank of Somerset County, to the Amended Bill of Complaint against him and others in the above Cause exhibited, respectfully shows;

That this respondent admits the matters and allegations charged in the first paragraph of the said Amended Bill of Complaint; as to the other allegations of said Amended Bill of Complaint, this respondent says, that he has no knowledge thereof and neither admits nor denies the same but consents to the passing of such decree as to this Honorable Court may appear right and proper in the premises.

And as in duty bound,

Edgar A. Jones, Attorney for
Receiver for the Peoples Bank of
Somerset County.

And thereafter to wit, on the seventeenth day of November in the year nineteen hundred thirty-four, the Court here passed the following order, to wit:

Earle S. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 Chancery Circuit Court for Somerset County, Maryland

The defendant, Linnie McIntyre, having been duly summoned to appear to the amended Bill of Complaint filed in the above cause and having failed to appear thereto and answer said Bill.

It is thereupon this 17th day of November, nineteen hundred and thirty-four, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said amended Bill of Complaint be and the same is hereby taken pro confesso against said Linnie McIntyre.

And it is further ordered that depositions be taken before one of the standing examiners of this Court to support the allegations of the original and amended Bills of Complaint.

Robt. F. Duer, Judge.

And now at this day to wit, on the third day of December in the year nineteen hundred thirty-four, 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:

Earl B. McIntyre et als Vs. Linnie McIntyre et als.	No. 4586 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.

Earl S. McIntyre, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Earl B. McIntyre; age 48 years; residence Mt. Vernon, Md. occupation, farming.

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

Ans. I know them all. They are my brothers and sisters, and my brother's widow and children.

Int. 3. Did you know James R. McIntyre in his life time. Is he living or dead. If dead, when and where did he die? Did he leave a will or a widow surviving and who are his heirs at law?

Ans. James R. McIntyre was my father. He died at the Salisbury Hospital Aug. 17, 1928. He did not leave any will. His widow, Mrs. Georgia McIntyre, survived him but afterwards died on April 5, 1934. His heirs at law are the following children and grand children: whom he left surviving:

Jacob B. McIntyre, a son, who has since died leaving surviving his widow, Linnie McIntyre and two infant children, Murray McIntyre and Howard McIntyre; a son, John O. McIntyre, a son Carl E. McIntyre, a son, Harry McIntyre, a son Gilbert J. McIntyre, a son, Clifford B. McIntyre, a son Straughn L. McIntyre, a daughter, Ethel Webster, Retta M. McIntyre, a daughter Lillian J. Austin, and a daughter Ina L. McDaniel. All of said heirs are of full age except Murray and Howard McIntyre, who are 18 and 12 years old respectively, and all reside in Somerset County, Maryland, except Straughn and Ina who liver in Wicomico County, in this State, Ethel who lives in Wilmington, Del. and Retta who resides at Chester, Penna. Jacob McIntyre left no will.

Int. 4. What real estate did the said James R. McIntyre own at the time of his death?

Ans. He left a farm on which he resided located in Mt. Vernon Election District, Somerset County, Md. containing about 200 acres, of which 50 or 60 acres is marsh and 52 wood land and the rest is arable land. It is bounded on the north by the land of Les Belle Vetra land the Edward J. Bounds farm, on the east by a little creek known as Mill Dan Creek or Witches Bridge Creek, on the south by Big Monie Creek and on the west by the land of Paul Bloodsworth and Paul Holbrook, and the county road leading over the Monie Drawbridge. The Peter Dashiell property also adjoins this farm on the north. It is improved by a nine roon frame dwelling house, 18 ft. corner post, in fair condition of repair, also barn and outbuildings. In my opinion it is worth about $4000.00.

Int. 5. Is or not the said real estate susceptible of partition or division among the larties entitled to interest therein without material loss or injury to them and would it or not be for the benefit of said parties to sell the said real estate and divide the proceeds among them?

Ans. I do not think it could be done satisfactorily. The marsh is all on one side and they would have to go across each other. The buildings could not be divided, and we would all be much better off to sell it as a whole and divided the proceeds.

Court question and answer:

"No, sir, not a thing".

Test: Harry C. Dashiell, Exam. Earle S. McIntyre

Harold McGrath, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Harold McGrath; 26 years; residence Mt. Vernon, occupation farming.

Int. 2. Do you know the parties to this suit?

Ans. I known them all and have known them for many years.

Int. 3. Did you know James R. McIntyre in his life time? Is he living or dead? If dead when and where did he die. Did he leave a will or widow and who are his heirs at law?

Ans. I did know James R. McIntyre. I remember when he died but I do not remember the exact date. It has been several years, I don't know about the will. I never heard of one. He left surviving a widow, Mrs. Georgia McIntyre, and he left as his sole heirs at law eight sons and four daughters. The sons were Jacob, Earle, who just testified, John, Carl, Harry, Gilbert, Clifford and Straughn; and the daughters are Ethel Webster, Lilian Austin, and Ina McDaniel and Retta McIntyre. Jacob McIntyre died after his father's death leaving a widow, Mrs. Linnie McIntyre and two infant children, Murray and Howard. They are both under 21. I do not know their ages. All of these parties live in Somerset County except Straughn McIntyre and Mrs. McDaniel, who live in Wicomico County, Maryland, Mrs. Ethel A. Webster, who lives at Wilmington, Del. and Retta McIntyre who lives at Chester, Penna.

Int. 4. What real estate, if any did James R. McIntyre leave at the time of his death?

Ans. He left a farm on which he lived in Mt. Vernon District, in this county, containing about 200 acres. I would estimate that there are about 50 marsh, 50 woods and the rest tillable. The farm is improved by a large dwelling house, frame, and out buildings. There are some good, marketable timer on it. It is bounded on the north by the Vetra land, the Edw. J. Bounds farm and the Peter Dashiell property. It is bounded on the east by the creek known as witches ditch creek, on the south by Big Monie Creek and on the west by the land of Paul Bloodsworth and Paul Holbrook, and the county road leading over Monie Draw Bridge. It is worth $4000.00.

Int. 5. Is or not the said real estate susceptible of partition or division among the parties entitled to interests therein without material loss or injury to them and would it or not be for the benefit of said parties to sell the real estate and divide the proceeds among them.

Ans. I should say sell it and divide the money. Where it is situate and to divide it among that many people I do not see how you could do it.

Court question and answer:

"No, sir".

Test: Harry C. Dashiell, Exam. Harold McGrath

There being no further witnesses produced to me to be examined, I herewith at the request of plaintiff's solicitor, return the above depositions to Court, closed under my

hand and seal and certify that the annexed statement of costs is correct.

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

Harry C. Dashiell (Seal)

Examiner in Chancery

Bill of costs:

Harry C. Dashiell	Examiner	$4.00
Harold McGrath witness & mileage		1.07
		$5.07

Earl S. McIntyre having been recalled testifies, as follows:

Q. 1. Will you look at the paper here shown you and tell us what it is and what you know about it?

Ans. This is a plat and surveyor's description of my father's farm, that is to say of the farm which James R. McIntyre owned at the time of his death. He owned it since 1900 and lived on it all of his life. I was with Mr. Miles when he made this survey and the outlines of the farm as described in this plat and certificate are correct as we have used them all my life.

(Plaintiff here files with the Examiner, to be used as evidence in this cause, plat and certificate marked "Exhibit Survey")

Test: Harry C. Dashiell Earle S. McIntyre

There being no further witnesses to me to be examined I herewith return the above depositions to Court closed under my hand and seal this first day of December, 1934.

Harry C. Dashiell (Seal)

Examiner in Chancery.

And thereafter, to wit, on the nineteenth day of December in the year nineteen hundred thirty-four the Circuit Court here passed the following decree in the premises, to wit:

Earl B. McIntyre, et al Vs. Linnie McIntyre, et al	No. 4586 Chancery Circuit Court for 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 nineteenth day of December in the year nineteen hundred and thirty-four by the Circuit Court for Somerset County, in Equity Adjudged, Ordered, and Decreed, That the property in the proceedings mentioned be sold, and that George H. Myers of said Somerset County be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a Corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of four thousand 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 sauch weekly newspaper or newspapers published in said Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash on day of sale- one-third in one year from said date and the balance in two years from said date or all cash at the option of the purchaser or purchasers, the credit portions, if any, to bear interest from day of sale and to be

secured by the bond of the purchaser or purchasers with surety to the satisfaction of the said Trustee, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee, shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett, 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 unto the State of Maryland, in the full and just sum of four thousand dollars, to be paid to the said State or its certain attorney to which payment, well and truly to be made, be 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 nineteenth day of December, 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 mentioned in the proceedings in the suit of Earl B. McIntyre, et al against Linnie McIntyre, et al, now pending in said Court, the same being No. 4586 on the Chancery docket thereof.

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

Geo. H. Myers (Seal)
HARTFORD ACCIDENT AND
INDEMNITY COMPANY
By: Geo. H. Myers,
Attorney in fact.

Witness: G. Hammond Myers, Jr.

CORPORATE
SEAL

Which said Bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

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

Earl S. McIntyre, et al Vs. Linnie McIntyre, et al	No. 4586 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of George H. Myers, Trustee, duly appointed by decree of this Honorable Court passed in the above cause on the nineteenth day of December, nineteen hundred and thirty-four, to sell the property in the proceedings mentioned, respectfully represents:

First: That after complying with all of the conditions of said decree, your petitioner offered the said property for sale on January, fifteenth, nineteen hundred and thirty-five, by public auction in front of the Court House door in Princess Anne, Maryland, upon the terms mentioned in said decree and in the advertisements of sale published by your petition under said decree which said terms were one-third cash on day of sale, one-third in one year from said date and the balance in two years from said date or all cash at the option of the purchaser or purchasers, the credit portions, if any, to bear interest from day of sale and to be secured by the bond of the purchaser or purchasers with surety to the satisfaction of the said Trustee.

Second: That Earl S. McIntyre, one of the plaintiff's in said cause, being the highest bidder at said sale, at and for the sum of two thousand seven hundred fifty dollars, the said property was sold to the said McIntyre under said terms of said sale but after the said auction had been concluded and the possible purchasers had dispersed, the said McIntyre notified your petitioner that he was not then in position to pay one-third part of said purchase price but represented that he would make and effort to comply within a short time; that recently the said McIntyre has informed your petitioner that he will not be able to comply with said terms of sale and that your said petitioner should proceed to resell the property.

Your petitioner, therefore, prays:

(1) That the said Earl S. McIntyre may be required by decree or order of this Court to pay the said purchase money with interest thereon or to pay one-third portion of said purchase money with interest thereon and execute bonds to your petitioner with surety for the deferred payments as provided by said terms of sale and in default thereof that the said property may be decreed to be sold at the risk of the said Earl S. McIntyre for the payment thereof.

(2) For such other and further relief as his case may require.

And as in duty bound,

Geo. H. Myers, Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 11th day of April, nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared George H. Myers, Trustee aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

SEAL
OF
NOTARY

Samuel H. Sudler, Notary Public.

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

On the aforegoing petition it is ordered this 12th day of April, nineteen hundred and thirty-five, by the Circuit Court for Somerset County in Equity, that the said Earl S. McIntyre bring into this Court the sum of nine hundred sixteen dollars and sixty seven cents, with interest thereon from said fifteenth day of January, nineteen hundred and thirty-five, representing one-third of the aforesaid purchase price, or show good cause

to the contrary on or before the 23rd day of April nest; provided a copy of this order together with a copy of the aforegoing petition be served on the said Earl S. McIntyre on or before the 17th day of April, nineteen hundred and thirty-five.

James M. Crockett, Judge.

And thereafter to wit, on the eight day of May in the year nineteen hundred thirty-five the Court here passed the following order, to wit:

A copy of the within petition and order having been duly served upon Earle S. McIntyre, and he having failed to bring into Court the sum of money with interest therein mentioned or to show cause to the contrary.

It is thereupon this 8th day of May, nineteen hundred and thirty-five, on motion of the said Trustee, ordered by the Circuit Court for Somerset County in Equity, that the property in said petition mentioned be resold by the said Trustee for the payment of the purchase money thereof with interest as aforesaid and the cost of this proceeding in the manner described in the original decree, namely; one-third case on day of sale- one-third in one year from said date and the balance in two years from said date or all cash at the option of the purchaser or purchasers, the credit portions, if any, to bear interest from day of sale and to be secured by the bond of the purchaser or purchasers with surety to the satisfaction of the said Trustee.

And it is further ordered that said resale be made at the risk of the said Earl S. McIntyre.

James M. Crockett, Judge.

And thereafter to wit, on the twenty-second day of August in the year nineteen hundred thirty-five, 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:

Earl B. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 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, 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 thirteenth day of August in the year nineteen hundred and thirty-five 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 farm, tract or tracts of land known as the James R. McIntyre farm, situate in Mt. Vernon Election District in said Somerset County, Maryland, whereon the said James R. McIntyre resided in his lifetime and at the time of his death, containing one hundred eighty-nine acres, more or less, bounded on the north by the land known as the Vetra Land and the Edward J. Bounds farm and the Peter Dashiell property, on the east by the land of William J. Bounds and a small creek known as Mill Dam Creek or Witch's Bridge Creek; on the south by Big Monie Creek and on the west by the land of Paul Holbrook and the County

Road leading over Monie Drawbridge, as laid down on plat prepared by Samuel F. Miles, Surveyor, filed in the above cause.

And sold the same to Harry McIntyre and Gilbert McIntyre of said Somerset County they being then and there the highest bidder therefor, at the sum of eleven hundred dollars and said purchasers have complied with the term of sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, Sct;

On this ------- day of August nineteen hundred and thirty-five, 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:

Earl B. McIntyre, et al Vs. Linnie McIntyre, et al.	No. 4586 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 twenty-third day of September, 1935, 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 twenty-first day of September, 1935.

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-fourth day of September in the year nineteen hundred thirty-five 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:

Earl B. McIntyre, et al Vs. Linnie McIntyre, et al	No. 4586 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This twenty-fourth day of September, 1935 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.

James M. Crockett, Judge.

PLAT

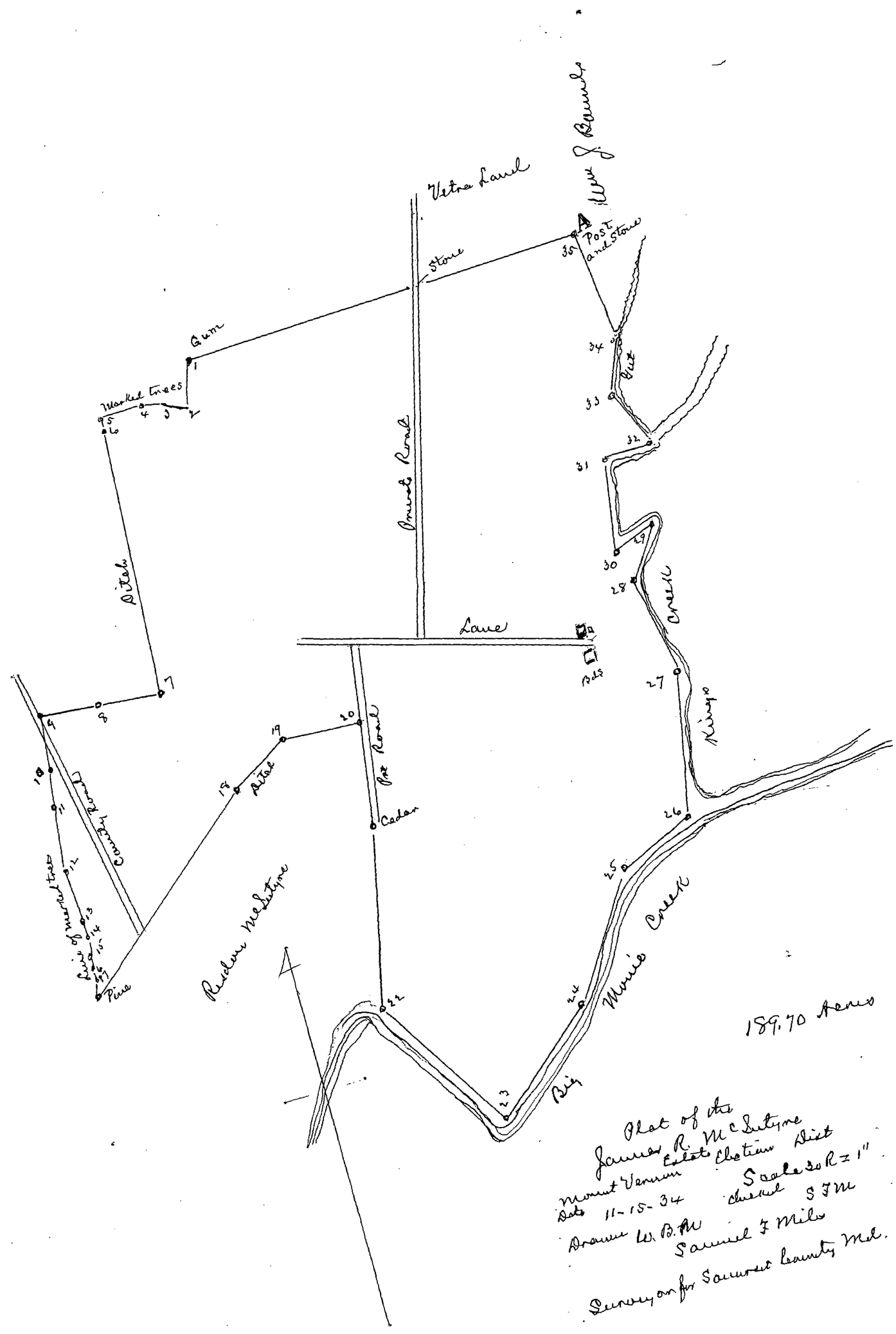
The attached plat represents a tract of land which I have laid down by survey and protraction for Earl McIntyre, Gilbert McIntyre, and others, heirs at law of James R. McIntyre, of Somerset County, State of Maryland, situate, lying and being in Mount Vernon

Election District, county and state aforesaid; and located south of the county road leading thru the said district, and on the north side of Big Monie Creek; and is more fully described as follows:

Beginning at a stone by a cedar post on a line of the Bounds land, and indicated on the plat by the letter "A", from thence (by protraction) the twenty following courses and distances: South 88-1/2° West 126.52 rods to a black gum at the end of a ditch at the south west corner of the John Jones land; then South 15° West 12.96 rods to a black gum stump; then North 79-1/2° West 8.76 rods to a marked pine; then North 76-1/4° West 4.84 rods to a marked pine; thence South 88-1/4° West 12.92 rods to a black gum on a line of Peter Dashiell's land; thence with same South 9° West 2.16 rods; to a black gum; thence South 4° West 82.64 rods to a marked tree; thence North 84° West 19.20 rods to a marked pine on the west side of a ditch, and the land of O. H. Furniss; thence North 84-1/2° West 18.24 rods to the east side of the County Road leading to Monie Creek thence South 1° East 16 rods to a marked pine on the west side of the said county road; thence South 7° West 21.72 rods to a marked pine; thence South 13° West 8.96 rods to a marked white gum; thence South 5° East 16 rods to a marked pine; thence South 2-1/2° East 3.48 rods to a marked pine; thence South 8-1/2° West 6.12 rods to a marked pine; thence South 4° West 4 rods to a marked pine; thence South 7° West 8 rods to a marked pine at the edge of the marsh; thence North 50-1/2° East 77 rods by and with the Risdon McIntyre land to a white gum; thence North 62° East 20 rods to a ditch; thence with same South 85° East 24 rods to a road; thence by and with same South 11° West 32 rods to a cedar tree. Thence by actual survey, South 12° West 53.25 rods across the marsh to Big Monie Cree; thence up by and with the said creek and binding thereon the four following courses: South 34-1/2° East 50.12 rods; North 50° East 41 rods; North 32-1/2° East 41.50 rods; North 65-1/2° East 24 rods to the mouth of Kings Creek; thence up by and with same and binding thereon the six following courses: North 13° East 44.60 rods; North 11° West 29.08 rods; North 31° East 17 rods; South 68° West 13.72 rods; North 6-1/4° East 28.80 rods; North 80° East 14.12 rods to the mouth of a gut; thence with the said gut, and thru a glade, North 28-1/2° West 16 rods; thence North 20-1/2° East 16.80 rods; thence thru the woodland North 5° West 32 rods to the beginning, containing 148.40 acres of high land, and 41.30 acres of marsh, or a total of 189.70 acres of land, more or less.

Per: Samuel F. Miles,

November 15th, 1934. Surveyor for Somerset County.


Vetra Land
Wm J Bounds
Stone
Post and Stone
Gum
Marked Trees
Pitch
Pine
Lane
Bldg
Cedar
Pine
Big Creek
189.70 Acres
Plat of the
James R McSultyne
Mount Vernon Estate Election Dist
Date 11-15-34
Scale 20 R = 1"
Drawn W. B. M
Checked S J M
Samuel J Miles
Surveyor for Somerset County Md.

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.

Thomas M. Harrington, Assignee. Mortgage from Harry E. Fontaine and Sarah E. Fontaine, his wife, to the Federal Land Bank of Baltimore.	Be it remembered that heretofore to wit, on the ninth day of May in the year nineteen hundred thirty-five, a certain Thomas M. Harrington 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 Federal Land Bank of Baltimore by a certain Harry E. Fontaine and Sarah E. Fontaine, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

MARYLAND AMORTIZATION MORTGAGE

This Mortgage made this FIFTH day of MARCH in the year One Thousand Nine Hundred and Twenty-Four, by and between Harry E. Fontaine and Sarah E. Fontaine, 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 Five Thousand Dollars ($5000.00), 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 Fifth day of March, 1924, for said principal sum of Five Thousand 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 Sixty Two Dollars and Fifty cents each and a final payment of One Hundred Sixty Two Dollars and 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 Fairmount Election District of Somerset County, in the state of Maryland, containing two hundred and seventy five (275) acres, more or less, known as Sudler's Conclusion, being the same land that was conveyed to said Harry E. Fontaine by deed from Frederick M. Fontaine and wife, which deed has been admitted to record among the land records of said county before this mortgage was admitted to record, and being all of the original Sudler's Conclusion tract, containing 294-3/4 acres that was conveyed to John Stewart Sudler by deed from Tubman W. Sudler, dated January 19, 1860, and recorded among said land records in Liber L.W. No. 6, folio 510, less 1-1/2 acres, 2¼ acres, 3 acres, 2 acres, and 9½ acres conveyed off by deeds recorded among said land records in Liber B.F.L. No. 6, folio 57 &c, Liber H.F.L. No. 8, folio 141 &c., Liber O.T.B. No. 25, folio 385 &c., Liber W.J.S. No. 66, folio 157 &c., Liber S.F.D. No. 59, folio 206 &c.,

and Liber W.J.S. No. 77, folio 182 &c. respectively. Said tract of 294-3/4 acres is described as follows in said deed recorded in Liber L.W. No. 6, folio 510.

All that lot, tract, farm and parcel of land in Fairmount District, Somerset County, Maryland, where the said Tubman now resides, called "Sudlers Conclusion" which lies west of the line beginning at a stone set up on the North side of said farm at the west corner of James Willis' Filed; thence with a ditch S. 8°15' E. 29½ perches; thence S. 21° E. 10 perches; thence S. 15° E. 31 perches; thence S. 33° E. 8 perches; thence S. 22° E. 20 perches thence S. 26° E. 30-3/4 perches; to a gate post; thence by and with a fence N. 58°15' E. 15-3/4 perches to a locust post set up at the end of a ditch; thence by and with said ditch S. 28°45' E. 31½ perches to the Gum Tree Water Hole; thence by and with a ditch S. 65°15' W. 25-3/4 perches to the middle of the private lane leading from the County Road to the dwelling of the said Tubman W. Sudler; thence by and with the middle of the said private lane, S. 55° E. 24 perches; thence S. 32° E. 48-3/4 perches; thence S. 37° E. 26 perches; thence S. 26°30' E. 28 perches; thence S. 42°30' E. 10 perches; thence S. 24°15' E. 7½ perches till it intersects the 28th line of the said tract of land and all the said land according to the outlines thereof which lies westward of the above described line, and contains 294-3/4 acres of land, more or less.

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 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 or 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 sedured, 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 receover of the mortgagor the attorney's fee and commissions hereinabove provided for, fixed and allowed in cases of foreclosure by the Bank, which said attorney's fee and commissions shall attach and become immediately due upon the institution of such proceedings and retention and employment of an attorney by the Bank,

and in either case shall become a part of the debt and demand secured to be paid by this mortgage and fully covered and protected by the lien thereby created.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage, allowed as commissions aforesaid, which said expenses, costs and commission the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its duly appointed agent or attorney, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses, and commissions.

It is further covenanted and agreed that if the said party of the first part has heretofore given, made or granted to any person or coporation 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 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 said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Sixteen Hundred 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.

Harry E. Fontaine (Seal)

Teste: Vernon E. White

Sarah E. Fontaine (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th 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 Harry E. Fontaine and Sarah E. Fontaine, 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. Hollard 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.

Vernon E. White, Notary Public

My commission expires May 5, 1924.

SEAL
OF
NOTARY

Received for Record 17th March, 1924 and entered for record in Liber W.J.S. No. 90 Folio 239, etc., one of the Land Records of Somerset County, State of Maryland, and examined per:

W. Jerome Sterling, Clerk.

ASSIGNMENT

For Value Received The Federal Land Bank of Baltimore does hereby assign the within and aforegoing mortgage to Thomas M. Harrington, Assignee, for the purpose of foreclosure and collection.

As Witness the hand of the President of The Federal Land Bank of Baltimore, duly attested by the Assistant Secretary with the corporate seal affixed this 1st day of May, 1935.

THE FEDERAL LAND BANK OF BALTIMORE

Illegible, Assistant Secretary

By: Illegible ,President

CORPORATE
SEAL

Filed for Record 9th May 1935 and recorded in Liber W.J.S. No. 95 Folio 243.

Test: J. Millard Tawes, Clerk.

And thereupon the said Thomas M. Harrington, Assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents: That we, Thomas M. Harrington, Baltimore Trust Building, Baltimore, Maryland as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred ($5,500.00) 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 7th day of June in the year of our Lord one thousand nine hundred and thirty-five.

Whereas, the above bounden Thomas M. Harrington by virtue of the power contained in a mortgage from Harry E. Fontaine and Sarah Fontaine, his wife, to Federal Land Bank of Baltimore bearing date the 5th day of March, 1924 and recorded among the mortgage records of Somerset County in Liber ---- No. ---- Folio ---- and duly assigned of record to said Thomas M. Harrington for the purpose of foreclosure, who 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 Thomas M. Harrington 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.

In Testimony Whereof, the above bounden Thomas M. Harrington has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of — Thomas M. Harrington (Seal)

Bertie D. Pyle

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

As to Surety: — By: E.V. Shockley

By: G. Gillis — E. V. Shockley, Attorney-in-Fact.

CORPORATE SEAL

Which said bond was thus thereon endorsed to wit:

Bond Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirty-first day of July in the year nineteen hundred thirty-five, 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:

In Re: The Mortgaged Real Estate of Harry E. Fontaine and Sarah E. Fontaine, his wife.	No. 4688 Equity Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The Report of Sale of Thomas M. Harrington, Assignee for the purpose of foreclosure and collection of a certain mortgage made and executed by Harry E. Fontaine and Sarah E. Fontaine, his wife, to The Federal Land Bank of Baltimore, dated March 5, 1924, and recorded among the Land Records of Somerset County, State of Maryland in Liber W.J.S. No. 90, Folio 239, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage and the payment of the interest thereon or in some other covenant and condition of said mortgage whereby the said mortgage debt became due and demandable, respectfully represents unto your Honors: that after giving bond with security approved by the Clerk of this Court for the faithful discharge of the trust so as aforesaid reposed in him by said mortgage and as required by law, and after giving more than twenty days notice of the time, place, manner, and terms of sale by advertisement in the Somerset News, a newspaper published weekly in said Somer-

set 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, Maryland, on the 25th day of June, 1935, at 3:15 o'clock P.M. and did then and there proceed to sell the property described in said mortgage, to wit:

"All that farm containing Two Hundred Seventy-five (275) acres, more or less, situate in Fairmount Election District, Somerset County, Maryland, being part of a tract of land known as "Sudler's Conclusion", and being the same land that was conveyed to said Harry E. Fontaine by deed from Frederick M. Fontaine and wife, dated ------, and recorded among the Land Records of said County in Liber ---- No. -----, Folio -----;" and sold the same to the Federal Land Bank of Baltimore at and for the sum of Two Thousand ($2,000.00) Dollars, it being then and there the highest bidder therefor, and the said purchaser has complied with the terms of sale.

And said Assignee has distributed the proceeds of said sale as follows:

Total Sales		$2,000.00
To J. Millard Tawes, Clerk of the Court for Costs	$21.00	
To Carlos Bozman, Treas. State Taxes, 1929-1934 inclusive and County Taxes, 1931-1934 incl.	513.86	
To Edwin B. Muir, auctioneer	5.00	
To John G. Rolker, Inc., premium on Assignee's Bond	22.00	
To Somerset News, advertising and order nisi	27.75	
To Documentary Stamps on deed	2.00	
To Attorney's fee provided for by mortgage	25.00	
To the Assignee for his commissions	100.00	
To the Mortgagees on account of principal and interest	1283.39	
Total		$2,000.00

The amount due The Federal Land Bank, on account of said mortgage, as per sworn statement filed, is $5,217.21. Deducting therefrom the above distribution leaves a balance due the said Federal Land Bank of Baltimore, from the said Harry E. Fontaine and Sarah E. Fontaine, his wife, on account of said mortgage indebtedness, of $3,933.82.

Respectfully submitted,

Thomas M. Harryington,
Assignee.

State of Maryland, City of Baltimore, to-wit:

I hereby certify that on this 29th day of July in the year 1935, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas M. Harrington, the assignee aforesaid 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 said sale was fairly made.

As Witness my hand and notarial seal,

SEAL
OF
NOTARY

Nellie Eisinger, Notary Public,
My commission expires 5/3/37.

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

In the matter of the sale of the Mortgaged real estate of Harry E. Fontaine, and Sarah E. Fontaine, his wife.	No. 4688 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in these proceedings and distribution therein made and reported by Thomas M. Harrington, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of August, 1935, 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 26th day of August, 1935.

The report states the amount of sale to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of October, in the year nineteen hundred thirty-five, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

In the matter of the sale of the mortgaged real estate of Harry E. Fontaine and Sarah E. Fontaine, his wife.	No. 4688 Chancery Circuit Court for Somerset County, Maryland

Ordered, this 9th day of October, 1935, by the Circuit Court for Somerset County, sitting in Equity, that the sale of the property mentioned in these proceedings made and reported by Thomas M. Harrington, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause, but reserving, however, ratification of the statement of distribution of the proceeds of sales as set forth in the aforegoing report.

James M. Crockett, 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.

Levin C. Bailey, Assignee of mortgage to Pratt D. Phillips and H. Lay Phillips partners trading as P. D. Phillips & Brother from the Cooper Corporation, a body corporate of the State of Maryland	Be it remembered that heretofore to wit, on the sixteenth day of July in the year nineteen hundred thirty-five, a certain Levin C. Bailey 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 Pratt D. Phillips and H. Lay Phillips by a certain Cooper Corporation of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 29th day of March, in the year nineteen hundred and thirty-two, by The Cooper Corporation, a body corporate of the state of Maryland, witnesseth:

Whereas the said The Cooper Corporation is justly and bona fide indebted unto Pratt D. Phillips and H. Lay Phillips, partners trading as P. D. Phillips and Bro., in the sum of twenty-five hundred dollars for money this day loaned, evidenced by the bill obligatory of the said The Cooper Corporation for said sum of twenty-five hundred dollars, dated evenly herewith, and payable to the said Pratt D. Phillips and H. Lay Phillips, partners as aforesaid, one year after date, with interest from date, payable semi-annually, 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 The Cooper Corporation, a body corporate, hereby grants and conveys unto the said

Pratt D. Phillips and H. Lay Phillips, partners as aforesaid, their heirs and assigns, all those lots, tracts or parcels of land situate, lying and being in Brinkley's Election District, Somerset County, Maryland, at the mouth of the Pocomoke River, described as follows:

1st. All that tract of land, containing 116 acres, more or less, which was conveyed to Charles H. Raymond 2d. by Adolph Menzel et. al. by deed dated June 26th, 1916, recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 71, folio 22, and which was devised to Lauretta Raymond by the said Charles H. Raymond 2d. by his last will duly recorded among the testamentary records of said Somerset County.

2d. All those tracts of land, containing 116 acres, more or less, which were conveyed to Charles H. Raymond 2d. and Lauretta Raymond, his wife, by deed dated the 19th of June, 1914, recorded among said land records in Liber W.J.S. No. 66, folio 481.

All of the above land having been conveyed to the said The Cooper Corporation by Lauretta J. Raymond by deed dated the 9th of November, 1929, recorded among said land records in Liber G.W.L. No. 99, folio 475.

To all of which said deeds, will and records, special reference is here made, as a part hereof, for full and accurate description of the property hereby conveyed.

It is hereby certified that the execution of this mortgage and the bill obligatory secured thereby were authorized at a meeting of the board of directors of The Cooper Corporation held on March 28th, 1932.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances 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 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 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 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 Mortgagees, their personal representatives or assigns, or L. Creston Beauchamp, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale includ-

ing a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said 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 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 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 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 corporate seal of the said The Cooper Corporation, and the signature of Mark Cooper, president thereof.

Mark Cooper (Seal)

Test: Florence B. Gordy

President

CORPORATE
SEAL

State of Maryland, Somerset County, to-wit:

I hereby certify, That on this 29th day of March, in the year nineteen hundred and thirty-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Mark Cooper, president of The Cooper Corporation, and being duly authorized, acknowledged the foregoing mortgage to be the act and deed of the said The Cooper Corporation; and at the same time and place also personally appeared before me Pratt D. Phillips, one of the within 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.

Edgar A. Jones, J. P.

Received for Record April 2, 1932 and recorded in Liber J.M.T. No. 103 Folio 184 one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

ASSIGNMENT

We hereby assign the within and aforegoing Mortgage to Levin C. Bailey for the purpose of foreclosure.

As witness our hands and seals this 15th day of July, A. D., 1935.

Pratt D. Phillips (Seal)

TEST: Hannah W. Dawson

H. Lay Phillips (Seal)

Partners trading as
P.D. Phillips & Bro.

Filed for Record 16th July, 1935 and recorded in Liber W.J.S. No. 103 Folio 184.

Test: J. Millard Tawes, Clerk.

And thereupon the said Levin C. Bailey, Assignee, filed in Court here a bond in the words following, to wit:

Know all men by these presents: That we, Levin C. Bailey, as principal, Pratt D. Phillips and H. Lay Phillips, sureties, of Wicomico County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Dollars ($6000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 22nd day of July in the year Nineteen Hundred and Thirty-five.

Whereas, the above bounden Levin C. Bailey, by virtue of the power of sale contained in a mortgage from The Cooper Corporation, a body corporate of the State of Maryland, to Pratt D. Phillips and H. Lay Phillips, partners trading as P. D. Phillips & Brother, dated March 29, 1932, and recorded among the Land Records of Somerset County, Maryland, in Liber J.M.T. No. 103, Folio 184, which mortgage was duly assigned on July 15, 1935 by Pratt D. Phillips and H. Lay Phillips, partners trading as P. D. Phillips & Brother, to the said Levin C. Bailey for the purpose of foreclosure, is about to sell the property described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now, the condition of this obligation is such, That if the above bounden, Levin C. Bailey, 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 relative 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 of law.

Signed, sealed and delivered
in the presence of:
Hannah W. Dawson

Levin C. Bailey (Seal)
P. D. Phillips (Seal)
H. Lay Phillips (Seal)

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the nineteenth day of August in the year nineteen hundred thirty-five, 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:

Levin C. Bailey, Assignee of mortgage to Pratt D. Phillips and H. Lay Phillips, partners trading as P. D. Phillips & Brother from The Cooper Corporation, a body corporate of the State of Maryland Ex Parte.	No. 4723 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The Report of Levin C. Bailey, Assignee of mortgage made and executed by The Cooper Corporation, a body corporate of the State of Maryland, to Pratt D. Phillips and H. Lay Phillips, partners trading as P. D. Phillips & Brother, dated March 29, 1932, and recorded among the Land Records of Somerset County, Maryland, in Liber J.M.T. No. 103, Folio 184, duly assigned on July 15, 1935 by the said Pratt D. Phillips and H. Lay Phillips, partners, trading as P. D. Phillips & Brother, to Levin C. Bailey, for the purpose of foreclosure, under and by virtue of the power of sale contained therein to make sale of certain real estate therein mentioned, default having been made in the payment of the money secured to be paid by the said mortgage and in the payment of interest thereon and in other covenants and conditions of the said mortgage, whereby the entire mortgage debt has become due and demandable, respectfully shows:

That after having given 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 power contained in said mortgage, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a newspaper published in said Somerset County, for at least twenty days 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 said 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 13th day of August, 1935, at two o'clock P.M., and then and there proceeded to sell said property mentioned in said mortgage in manner following, that is to say:

This Assignee of mortgage aforesaid, under and by virtue of the power of sale contained in the mortgage aforesaid, offered at public sale, to the highest bidder, the real estate mentioned in said mortgage being all those lots, tracts or parcels of land situate, lying and being in Brinkley's Election District, Somerset County, Maryland, at the mouth of the Pocomoke River, described as follows:

1. All that tract of land, containing 116 acres, more or less, which was conveyed to Charles H. Raymond, 2nd, by Adolph Menzel, et al., by deed dated June 26th, 1916, recorded among the Land Records of Somerset County, Maryland, in Liber W.J.S. No. 71, folio 22, and which was devised by Lauretta Raymond by the said Charles H. Raymond, 2nd, by his last will duly recorded among the testamentary records of said Somerset County,

2. All those tracts of land, containing 116 acres, more or less, which was conveyed to Charles H. Raymond, 2nd, and Lauretta Raymond, his wife, by deed dated the 19th of June, 1914, recorded among said Land Records in Liber G.W.L. No. 99, Folio 475.

All of the above land having been conveyed to the said The Cooper Corporation by Lauretta J. Raymond by deed dated the 9th of November, 1929, recorded among said Land Records in Liber G.W.L. No. 99, Folio 475.

And this Assignee of mortgage aforesaid, under and by virtue of the power contained in said mortgage, sold the above described property to Pratt D. Phillips and H. Lay Phillips, as tenants in common, share and share alike, for the sum of One Thousand Dollars ($1000.00), they being at that sum the highest bidders therefor, the terms of sale being cash, and the said purchasers have complied with said terms of sale.

And this Assignee of mortgage aforesaid, under and by virtue of the power of sale contained in said mortgage, further reports and prays ratification of the distribution of the funds in his hands arising from said sale, as follows:

1935, August 13th, To amount of sale				$1000.00
CREDITS				
By Solicitor's Appearance fee			$10.00	
" Commissions to this Assignee			72.00	
" J. Millard Tawes, Clerk's Costs			11.00	
" Bernard C. Dryden, Auctioneer			5.00	
" The Somerset News, advertising sale, reprints and order nisi			26.50	
" Coston Bozman, Treasurer, State and County taxes, as follows:	1932	83.65		
	1933	51.69		
	1934	46.92		
	1935	40.35	222.61	
" P. D. Phillips & Brother,				
Principal amount of mortgage	2500.00			
Accrued interest thereon from Mar. 29, 1932 to day of sale	506.25			
Total amount due thereon	3006.25			
Credit by net proceeds of sale	652.89		652.89	$1000.00
	$2353.36			

Leaving a balance due thereon of $2353.36

Respectfully submitted,

Levin C. Bailey,
Assignee of Mortgage.

State of Maryland, Wicomico County, to-wit:

I hereby certify, That on this 19th day of August, A.D., 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Levin C. Bailey, Assignee of mortgage aforesaid, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale and the distribution of the proceeds thereof are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

SEAL OF NOTARY

Margie D. Parker, Notary Public.

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

Ordered, By the Circuit Court for Somerset County and State of Maryland, in Equity, this 19th day of August, A.D., 1935, that the sale of the property mentioned in these proceedings and the distribution of the funds arising from said sale, made and reported by Levin C. Bailey, Assignee, under power contained in said mortgage, to make said sale,

be ratified and confirmed unless cause to the contrary be shown on or before the 19th day of September, 1935; 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 16th day of September A.D., 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-eight day of September in the year nineteen hundred thirty-five, 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 Wicomico County and State of Maryland, in Equity, this 28th day of September, A.D., 1935, that the sale and the distribution of the funds arising from said sale, made and reported by Levin C. Bailey, Assignee under power contained in said mortgage, 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.

James M. Crockett, 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.

***

and all the land which was conveyed to the said Emmett S. Leary and Ella Pearl Leary by Fred D. Pitts and Ella D. Pitts by deed dated the 2nd day of June, 1917, recorded among the land records of said county in Liber W.J.S. No. 73, folio 168 etc, to both of which said deeds and all the references in said deeds contained reference is hereby made for full and accurate description of the land hereby mortgaged,

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Warren R. Pusey and Minnie E. Pusey 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 due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or H. Fillmore Lankford, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors, covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped

or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least two thousand dollars, and to cause the policy to be effect 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 herein-before first mentioned.

Witness the hands and seals of said mortgagors.

Warren R. Pusey (Seal)

Test: J. Frank Miles

Minnie E. Pusey (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 26th day of July 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 Warren R. Pusey and Minnie E. Pusey, his wife, the mortgagors named in the foregoing mortgage and severally acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Vice-President and agent of the Bank of Somerset, mortgagee in said mortgage, and that he is authorized to make this affidavit.

J. Frank Miles, J. P.

Received for Record Jul. 26, 1919 and recorded in Liber W.J.S. No. 76 folio 78 &c one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For Value Received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,

Princess Anne, Md.

Attest: S. H. Sudler, Cashier

BY: Wm. B. Spiva, President.

CORPORATE SEAL

Filed for record 13th Sept. 1934 and recorded in Liber W.J.S. No. 76 Folio 78.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For Value Received, and for the purpose of foreclosure, The Somerset Mortgage & Certificates Corporation, hereby assigns the within and aforegoing mortgage to George H. Myers, of Somerset County, Maryland.

Witness the signature of the said The Somerset Mortgage & Certificates Corporation by William B. Spiva, its Vice-President, attested by its Secretary, with its corporate seal affixed this third day of August, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE &
CERTIFICATES CORPORATION

Attest: E. Walter Long, Secretary.

By: Wm. B. Spiva, Vice-President.

CORPORATE
SEAL

Filed for record 9th August 1935 and recorded in Liber W.J.S. No. 76 Folio 79.

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, as principal, and William B. Spiva, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars ($4,000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this ninth day of August, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Warren R. Pusey and wife to Bank of Somerset, dated July twenty-sixth, nineteen hundred and nineteen, and recorded among the land records of Somerset County, Maryland, in Liber No. 76, folio 78, 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, 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.

Geo. H. Myers (Seal)

Witness: W. Edlen Webster

William B. Spiva (Seal)

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the fifth day of September, in the year nineteen hundred thirty-five, 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 Warren R. Pusey and wife	No. 4733 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 Warren R. Pusey and Minnie E. Pusey, his wife to Bank of Somerset and dated July 26, 1919 and recorded among the Land Records of Somerset County in Liber W.J.S. No. 76 folio 78, 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 Marylander and Herald 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 Court House door in Princess Anne in said Somerset County on the 3rd day of September in the year nineteen hundred and thirty-five at 2:15 o'clock P.M. and then and there proceed to sell said property, to wit: all that lot or parcel of land described in said mortgage, situate in the town of Princess Anne, in East Princess Anne Election District in said Somerset County, lying and binding on the East side of Depot or Beechwood Street, adjoining the land of Mrs. Lola V. Taylor and others, and being the same and all of the land which was conveyed to the said Warren R. Pusey and wife, by deed from Emmet S. Leary and wife, dated July 26, 1919, and recorded among the aforesaid land records in Liber No. 78 folio 503, et seq.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body Corporate of said Somerset County, State of Maryland, it being then and there the highest bidder therefor, at the sum of twenty five hundred dollars and the said purchaser has complied with the terms of sale, and said Assignee and Trustee has distributed said proceeds of sale as follows:

J. Millard Tawes, Clerk's Charges	$11.00
Marylander and Herald, advertising sale and order nisi	19.00
Edwin B. Muir, Auctioneer	2.00
George H. Myers, Assignee, on account of commissions per Chancery Rules and Solicitor's fees.	147.50
Carlos Bozman, State and County taxes for the years 1931 to 1935	101.47
President and Commissioners of Princess Anne, town taxes for the years 1934 and 1935	18.81
Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt and interest	2200.22
TOTAL	$2500.00

Respectfully submitted,

Geo. H. Myers,
Assignee and Trustee.

State of Maryland, Somerset County, To-Wit:

On this ------- day of September nineteen hundred and thirty-five 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, Ex parte, under power in mortgage from Warren R. Pusey and wife.	No. 4733 Chancery Circuit Court for Somerset County, Maryland

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 5th day of October, 1935, 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 4th day of October, 1935.

The Report states the amount of Sales to be $2500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of October, in the year nineteen hundred thirty-five 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 Warren R. Pusey and wife.	NO. 4733 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This ninth day of October, 1935 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.

James M. Crockett, 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.

Edgar A. Jones, Ex parte under power in mortgage from Elijah W. McGrath to Grace A. Beauchamp.	Be it remembered that heretofore to wit, on the twelfth day of August in the year nineteen hundred thirty-five, 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 Grace A. Beauchamp by a certain Elijah W. McGrath of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, made this 28th day of April, in the year nineteen hundred and fourteen, by Elijah W. McGrath, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Elijah W. McGrath is indebted to Grace A. Beauchamp, of Somerset County, Maryland, in the sum of two thousand dollars for the balance of the purchase money for the real estate hereinafter conveyed, evidenced by the bill obligatory of the said Elijah W. McGrath for said sum of two thousand dollars, dated evenly herewith, payable two years after date, with interest from date, payable annually from date, which said bill obligatory is payable to the said Grace A. Beauchamp, and in which said bill obligatory the said Elijah W. McGrath 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 two thousand dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that, for and in consideration of the premises, the said Elijah W. McGrath hereby grants and conveys to the said Grace A. Beauchamp, her heirs and assigns, all that lot or parcel of land in Westover District, Somerset County, Maryland, which was conveyed to the said Elijah W. McGrath by Grace A. Beauchamp and L. Wesley Beauchamp, her husband, and Fannie B. Long and Edwin D. Long, her husband, by deed dated 27th of March, 1914, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, being the same land of which Elijah S. Broughton, late of said county, died seized, and which descended to the said Grace A. Beauchamp and Fannie B. Long and Charles J. Broughton as the only children and heirs at law of the said Elijah S. Broughton, and being all the land mentioned and described in a deed to the said Grace A. Beauchamp and Fannie B. Long from the said Charles J. Broughton and wife, dated the 28th day of March, 1911, recorded among the land records of the said county in Liber S.F.D. No. 57, folio 156 &c, and reference is hereby made to said deeds and records for full and 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, 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 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 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 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 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: Chas. R. Porter Elijah W. McGrath (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 28th day of April, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Elijah W. McGrath, the mortgagor named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his act and deed; and at the same time also personally appeared before me L. Wesley Beauchamp, agent of Grace A. Beauchamp, 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 that he has not, and that Grace A. Beauchamp 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 Grace A. Beauchamp 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 L. Wesley Beauchamp is the agent of the said Grace A. Beauchamp, the mortgagee, and is authorized to make this affidavit.

Chas. R. Porter, J. P.

Received for Record 28 April, 1914 and recorded in Liber S.F.D. No. 64 Folio 238 &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 the Bank of Somerset, Princess Anne, Md., and guarantee payment of same.

Witness my hand and seal this 18th day of September, 1931.

Witness: L. W. Beauchamp Grace A. Beauchamp (Seal)

Filed for record Sept. 18, 1931 and recorded in Liber S.F.D. NO. 64 Folio 238.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset by its President attested by its Cashier, with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,
Princess Anne, Md.

Attest: S. H. Sudler, Cashier By: Wm. B. Spiva, President.

CORPORATE
SEAL

Filed for record 13th Sept. 1934 and recorded in Liber S.F.D. No. 64 Folio 238.

Test: J. Millard Tawes, Clerk.

ASSIGNMENTS

For value received, The Somerset Mortgage & Certificates Corporation, a body corporate, hereby assigns the within and foregoing mortgage to Edward S. Bozman & Sallie Watt Jones, without recourse.

Witness the signature of the Vice-President of The Somerset Mortgage and Certificates Corporation, attested by the Secretary with its corporate seal affixed this 31st day of July, 1935.

THE SOMERSET MORTGAGE
& CERTIFICATES CORP.

Attest: E. Walter Long, Secretary By: Wm. B. Spiva, Vice-President.

CORPORATE
SEAL

For value received with hereby assign the within and foregoing mortgage to Edgar A. Jones, for the purpose of foreclosure and collection.

Witness our hands and seals this 3rd day of August, 1935.

Edward S. Bozman (Seal)

Witness: Frances H. Benson

Sally Wat Jones (Seal)

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, Edward S. Bozman and Sally-Wat Jones, all of Somerset County and 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 3rd day of August, in the year Nineteen hundred and thirty-five.

Whereas by mortgage dated April 28th, 1914, recorded among the land records of Somerset County, Maryland, in Liber S.F.D. No. 64 folio 238 & etc, Elijah W. McGrath conveyed to Grace A. Beauchamp, her heirs and assigns, certain real estate in Somerset County, to secure the payment of the sum therein mentioned, and whereas by assignment dated September 18, 1931 duly recorded among the said land records of Somerset County, the said Grace A. Beauchamp assigned said mortgage to The Bank of Somerset, and whereas by assignment dated August 3, 1934, recorded among the aforesaid land records the Bank of Somerset assigned said mortgage to The Somerset Mortgage and Certificates Corporation, and whereas by assignment dated July 31st, 1935 the said Somerset Mortgage and Certificates Corporation assigned said mortgage to Edward S. Bozman and Sally Wat Jones and whereas by assignment dated August 3, 1935 the said Sally Wat Jones and Edward S. Bozman assigned said mortgage to Edgar A. Jones for the purpose of foreclosure and collection, all of which said assignments are duly of records among the aforesaid land records, and whereas by virtue of the power and authority contained in said mortgage, the said Edgar A. Jones, as assignee, 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 does 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)

Witness: Herman Smith

Sally Wat Jones (Seal)

Edward S. Bozman (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of September in the year nineteen hundred thirty-five, 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 under power in mortgage from Elijah W. McGrath A. Beauchamp.	No. 4734 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sales of Edgar A. Jones, assignee of a certain mortgage made and executed by Elijah W. McGrath to Grace A. Beauchamp and dated April 28th, 1914, and recorded among the land records of Somerset County, Maryland, in Liber S.F.D. No. 64 folio 238 & etc, and

duly assigned to the undersigned assignee, 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 and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectively represents to 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 performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than 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, once a week for three successive weeks before the day of sale and by notice posted at the Court House door in Princess Anne, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the 3rd day of September, 1935 at 2 o'clock P.M. and then and there proceed to sell the property described in said mortgage, to-wit:

All that lot or parcel of land in Westover Election District, Somerset County, Maryland, which was conveyed to the said Elijah W. McGrath by Grace A. Beauchamp and L. Wesley Beauchamp, her husband, and Fannie B. Long and Edwin D. Long, her husband by deed dated March 27th, 1914, and recorded among the land records of Somerset County in Liber W.J.S. No. 66 folio 319, being the same land of which Elijah S. Broughton, late of said County died seized, and which descended to the said Grace A. Beauchamp and Fannie B. Long and Charles J. Broughton as the only children and heirs at law of the said Elijah S. Broughton, and being all the land mentioned and described in a deed to the said Grace A. Beauchamp and Fannie B. Long from the said Charles J. Broughton and wife dated the 28th day of March, 1911, recorded among the land records of the said County in Liber S.F.D. No. 57, folio 156 & etc, and being the same land which was subsequently conveyed by the said Elijah W. McGrath to Jacob C. Lewis and Charles L. Lewis and on which the said Lewises now reside, and sold the same to Edward S. Bozman and Sally Wat Jones at and for the sum of three thousand and fifty dollars, ($3050.00) they being then and there the highest bidder therefor, the purchasers have complied with the terms of sale and your assignee has distributed the proceeds of said sale as follows:

Total sales			$3050.00
To Carlos Bozman, Collector of State and County taxes, 1930-35,		$623.00	
To J. Millard Tawes, Clerk of Court for costs		21.50	
Somerset News, Publishing advertisement and Order Nisi		19.00	
Edwin B. Muir, Auctioneer		2.00	
To Assignee, his commissions		156.50	822.00
Balance to be credited on mortgage debt			$2228.00
Total mortgage debt	$2,000.00		
interest	235.00		
	2,235.00		
Less credit by sale	2,228.00		
Balance due	$7.00		

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 6th day of September, in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, State of Maryland, personally appeared Edgar A. Jones, Assignee named in the foregoing

report of sales and made oath in due form of law that the matters and things stated therein 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:

Edgar A. Jones, Ex Parte, under power in mortgage from Elijah W. McGrath.	No. 4734 Chancery Circuit Court for Somerset County, Maryland

Ordered this 6th day of September, 1935 that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by Edgar A. Jones, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of October, 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 7th day of October, 1935.

The report states the amount of sales to be $3050.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of October in the year nineteen hundred thirty-five, 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, under power in mortgage from Elijah W. McGrath	No. 4734 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 9th day of October, Nineteen hundred and thirty-five, that the sale made and reported by Edgar A. Jones, Assignee aforesaid, and the distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order Nisi passed in said cause.

James M. Crockett, 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. Creston Beauchamp, Ex Parte. Trust created by mortgage from Marzie L. Maddox to Herschel V. Maddox.	Be it remembered that heretofore to wit, on the second day of July in the year nineteen hundred thirty-five, a certain L. Creston Beauchamp 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 Herschel V. Maddox by a certain Marzie L. Maddox of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 31st day of August in the year nineteen hundred and twenty-one by Marzie L. Maddox, of Somerset County, in the State of Maryland, witnesseth whereas the said Marzie L. Maddox is indebted to Herschel V. Maddox, of said county and state in the sum of Two Hundred and twenty-five dollars, which said sum the said Herschel V. Maddox, has advanced and paid for the said Marzie L. Maddox, as a part of the purchase money for

the real estate hereinafter conveyed which said indebtedness is evidenced by the bill obligatory of the said Marzie L. Maddox, for said sum of two hundred and twenty-five dollars, dated evenly herewith, payable to the said Herschel V. Maddox, 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 Marzie L. Maddox, grants and conveys unto the said Herschel V. Maddox, his heirs and assigns, all that lot or parcel of land, in Fairmount Election District, Somerset County, Maryland, containing two acres, more or less, which was conveyed to the said Marzie L. Maddox, by Milcha Charlotte Smith, 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 Milcha Charlotte Smith by Herschel V. Maddox and wife, by deed dated the 19th day of August, 1902, recorded among the land records of said County in Liber O.T.B. No. 33, folio 542 etc., 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 mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances 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 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 Marzie L. 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 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 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 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 two hundred and fifty 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 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: E. T. Warwick. Marzie L. Maddox (Seal)

State of Maryland, Somerset County, to-wit:

I hereby certify, That on this 31st 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 Marzie L. 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 Herschel V. Maddox, 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.

Elijah T. Warwick, J. P.

Received for Record September 2nd, 1921 and recorded in Liber W.J.S. No. 82 Folio 554 one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage to Millard F. Long without recourse to me.

Witness my hand and seal this 25th day of October, 1927.

Witness: H. F. Lankford. Herschel V. Maddox (Seal)

Filed for record November, 1927.

Test: Geo. W. Lawson, Clerk.

ASSIGNMENT

For value received, I hereby assign the within and foregoing mortgage to W. Clyde Ford, without recourse to me, the amount due thereon being one hundred and ninety-two dollars and fifty cents, with interest from this day.

Witness my hand and seal this 18th day of November, 1930.

Witness: H. F. Lankford. M. F. Long (Seal)

Filed for record Nov. 18th, 1930.

Per: Geo. W. Lawson, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County does hereby certify that the aforegoing Mortgage is copied from Liber W.J.S. No. 82, folio 554, one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 1st day of July, 1935.

SEAL J. Millard Tawes, Clerk.

ASSIGNMENT

For value received and for the purpose of foreclosure, I hereby assign the within mirtgage to L. Creston Beauchamp.

Witness my habd abd seal this 2d of July, 1935.

Test: A. W. Todd W. C. Ford (Seal)

Filed for record 24 July 1935 and recorded in Liber W.J.S. No. 82 Folio 554.

Test: J. Millard Tawes, 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 W. Clyde Ford and B. C. Dryden, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of July, 1935.

Whereas, by mortgage dated the 31st of August, 1921, recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 82, folio 554, a certain Marzie L. Maddox conveyed to Herschel V. Maddox certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by assignment dated the 2d of July, 1935, duly recorded among said land records, the 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 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 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 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.

L. Creston Beauchamp (Seal)

Witness: Benjamin L. Barnes. W. Clyde Ford (Seal)

B. C. Dryden (Seal)

Which said bond was thus thereon endorsed to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-fourth day of July in the year nineteen hundred thirty-five, 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. Trust created by mortgage from Marzie L. Maddox to Herschel V. Maddox.	No. 4714 Chancery Circuit Court for Somerset County, Maryland

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

The report of sales of L. Creston Beauchamp, assignee for purpose of foreclosure of a mortgage from Marzie L. Maddox to Herschel V. Maddox dated the 21st of August, 1921, recorded among the land records of said Somerset County in Liber W.J.S. No. 82, folio 554, assigned to the said L. Creston Beauchamp by assignment duly recorded among said land records, respectfully represents:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, 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 23d day of July, 1935, at or about the hour of two o'clock P.M., and then and there proceeded to sell at public auction the following described property, conveyed by said mortgage, namely:

He offered all that lot of land in Fairmount District, Somerset County, Maryland, containing two acres, more or less, adjoining the lands of Charles A. Lankford and W. Clyde Ford, and being the same and all the land which was conveyed to the said Marzie L. Maddox by Milcah Charlotte Smith by deed dated the 21st day of August, 1921, recorded among said land records in Liber W.J.S. No. 84, folio 548, and fully described by courses and distances in a deed from Nicholas James and wife to the said Herschel V. Maddox, dated July 26th, 1898, recorded among said land records in Liber O.T.B. No. 23, folio 596, improved by a two-story frame dwelling house, and sold the same to W. Clyde Ford, he being the highest and best bidder therefor, at and for the sum of one hundred dollars, and the purchaser has complied with the terms of sale by paying cash.

The assignee and trustee makes the following distribution of the proceeds of sale:

Whole amount of sale		$100.00
Costs, as taxes by Clerk,	$24.50	
Taxes, including year 1934	25.29	
Printing, including Order Nisi	20.00	
Auctioneer	3.00	
Commissions, per Chancery Rule	25.00	97.79
		$2.21

To W. Clyde Ford, mortgagee	192.00	
Interest to day of sale	54.00	246.00
Balance due the mortgagor		243.79

And the assignee and 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,
Assigne and trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th of July, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the assignee and trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report of sale are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of proceeds from said sale were 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. Trust created by mortgage from Marzie L. Maddox to Herschel V. Maddox.	No. 4714 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 24th day of July, 1935, that the report of L. Creston Beauchamp, assignee and 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 30th day of August, 1935, provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 30th of August, 1935.

The report states the amount of sales to be $100.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of October in the year nineteen hundred thirty-five, 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, Ex parte.	No. 4714 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 9th day of October, 1935, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, assignee and trustee, and the sale by him reported and the distribution of the proceeds thereof by him made, be and the same are hereby finally ratified and confirmed.

James M. Crockett, 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

The Somerset Mortgage and Certificates Corporation Vs. William A. Hancock, et al	Be it remembered that heretofore to wit, on the fourteenth day of March in the year nineteen hundred thirty-five, a certain Somerset Mortgage and Certificates Corporation by H. Fillmore Lankford its solicitor, exhibited and filed in the

Circuit Court here a bill of complaint against William A. Hancock and Margaret C. Hancock, his wife, A. S. Hancock, John J. Ghingher, Receiver for the Peoples Bank of Somerset County; Wilbur M. Rounds and George A. Rounds, partners trading as G. E. Rounds & Co.; John C. Rettberg Inc., a body corporate, J. Martin Miller, trading as John M. Miller & Son. The Turner Brothers Company, a body corporate, Stahl Eidman Co., a body corporate; and Thomas J. Lipton Inc., a body corporate which said bill of complaint is in the words following, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate, Vs. William A. Hancock and Margaret C. Hancock, his wife, A. S. Hancock, John J. Ghingher, Receiver for the Peoples Bank of Somerset County; Wilbur M. Rounds and George A. Rounds, partners trading as G. E. Rounds & Co., John C. Rettberg, Inc. a body corporate, J. Martin Miller, trading as John M. Miller & Son. The Turner Brothers Company, a body corporate; Stahl Eidman Co., a body corporate; and Thomas J. Lipton Inc., a body corporate.	No. 4672 Chancery Circuit Court for Somerset County, Maryland

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

The plaintiff, The Somerset Mortgage and Certificates Corporation, a body corporate, complaining, says:

1st. That heretofore, towit, on the 25th day of July, 1924, William A. Hancock and Margaret C. Hancock, his wife, being indebted to the Bank of Somerset, a body corporate, in the sum of thirty-eight hundred dollars, by their bill obligatory, dated on said day, promised to pay to the said Bank of Somerset the said sum of thirty-eight hundred dollars one year after date, with interest from date, payable semi-annually from date, and that in order to further secure the payment of said sum with interest as aforesaid, the said William A. Hancock and Margaret C. Hancock, his wife, by their deed of mortgage of that date, recorded among the land records of said county in Liber W.J.S. No. 88, folio 490, granted and conveyed to the said Bank of Somerset certain real estate in Somerset County, Maryland, namely:

First: All that lot or parcel of land in the Town of Princess Anne, on the east side of Main Street or Somerset Avenue, which was conveyed to the said William A. Hancock by Godfrey Anderson by deed dated the 29th day of May, 1922, recorded among the land records of said county in Liber W.J.S. No. 86, folio 8 etc.

Second: All that lot or parcel of land, in West Princess Anne District, lying on the northwest side of the State Road leading from Princess Anne to Salisbury, containing six acres, more or less, which was conveyed to the said William A. Hancock by Marions S. Malone and wife, by deed dated the 14th day of July, 1924, recorded among said records in Liber W.J.S. No. 90, folio 588 etc.

2nd. That to said mortgage there is a condition annexed that it be void on the payment of said sum with interest as aforesaid.

3rd. That by assignment dated the 3rd day of August, 1934, the said Bank of Somerset assigned said bill obligatory to the plaintiff, the Somerset Mortgage and Certificates Corporation, a body corporate, and that by assignment dated the said 3rd day of August, 1934, the said Bank of Somerset assigned said mortgage to the plaintiff, by assignment recorded among said records in Liber W.J.S. No. 88, folio 490.

3rd. That of the principal of said mortgage, there is still due and owing the sum of thirty-seven hundred dollars, with interest from the 24th day of July, 1932.

4th. That there appears upon the records of the Circuit Court for Somerset County, a judgment in which John J. Ghingher, Receiver for the Peoples Bank of Somerset County, is plaintiff, dated the 15th day of May, 1933, for the sum of eighty-six dollars and ninety-six cents, bearing interest from date, and eight dollars, collection charges, and seven dollars, costs of judgment, in which the said William A. Hancock; and Mark L. Costen and Vernon E. White, partners trading as Costen & White are defendants.

5th. That there also appears upon the records of said Court a judgment in favor of the said John J. Ghingher, Receiver as aforesaid, in which the said William A. Hancock is defendant, rendered by Edgar A. Jones, a Justice of the Peace of the State of Maryland, in and for Somerset County, dated the 9th day of March, 1934, for the sum of seventy-four dollars and twenty-five cents, with interest from date, six dollars and fifty cents, collection fee, and one dollar and seventy cents, costs of judgment, a copy of which said judgment was recorded in the office of the Clerk of said Court on the 9th day of March, 1934.

6th. That there also appears upon the records of said Court, a judgment in favor of A. S. Hancock in which the said William A. Hancock and Margaret Hancock are defendants, dated the 7th day of July, 1926, for the sum of two thousand dollars, with interest from date, two hundred dollars, collection fee and seven dollars, costs of judgment.

7th. That there also appears upon the records of said Court, a judgment in favor of Wilbur M. Rounds and George E. Rounds, partners trading as G. E. Rounds & Co. in which the said William A. Hancock is defendant, dated the 9th day of October, 1926, for the sum of one hundred and seventy-seven dollars and forty-one cents, with interest from date and nine dollars and forty-five cents, costs of judgment.

8th. That there also appear upon the records of said Court a judgment in favor of The Turners Brothers Company, a body corporate, in which the said William A. Hancock is defendant, dated the 22nd day of April, 1927, for the sum of two hundred and sixty-five dollars and seventy-three cents, with interest from date and costs.

9th. That there also appears upon the records of said Court, a judgment in favor of George W. Page, Receiver for the Peoples Bank of Somerset County, in which the said William A. Hancock and Margaret C. Hancock are defendants, dated the 15th day of March, 1932, for the sum of eight hundred and forty-eight dollars and seventy-four cents, with interest from date, eighty dollars collection fee, and seven dollars, costs of judgment, and that since the entry of said judgment the said George W. Page has ceased to be the

Receiver for said Bank, and that John J. Ghingher has been appointed Receiver for said Bank and is still acting as such Receiver.

10th. That there appears upon the records of said Court a judgment in favor of Stahl Eidman Co., a Maryland Corporation, in which the said William A. Hancock is defendant, rendered by Edgar A. Jones, a Justice of the Peace of the State of Maryland, in and for Somerset County, dated the 24th day of June, 1926, for the sum of fifty-one dollars and ninety-five cents, with interest from date and one dollar and ninety cents, costs of judgment, a copy of which said judgment was recorded in the Clerk of said Court on the 23rd day of September, 1926.

11th. That there also appears upon the records of said Court, a judgment in favor of J. Martin Miller, trading as John M. Miller & Son, in which the said William A. Hancock is defendant, rendered by the said Edgar A. Jones, a Justice of the Peace as aforesaid, dated the 26th day of September, 1926, for the sum of nine dollars and fifty-six cents, with interest from date, and one dollar and ninety cents, costs of judgment, a copy of which said judgment was recorded in the office of the Clerk of this Court on the 6th day of January, 1927.

12th. That there also appears upon the records of said Court, a judgment in favor of John C. Rettber Inc., a Maryland Corporation, in which the said William A. Hancock is defendant, rendered by Edgar A. Jones, a Justice of the Peace as aforesaid, dated the 22nd day of March, 1927, for the sum of fifty-five dollars and ninety-two cents, with interest from date, and one dollars and ninety cents costs of judgment, a copy of which said judgment was recorded in the office of the Clerk of said Court on the 28 of April, 1927.

13th. That there also appears upon the records of said Court, a judgment rendered by Edgar A. Jones, a Justice of the peace as aforesaid, in favor of George W. Page, receiver for the Peoples Bank of Somerset County, in which the said William A. Hancock is defendant, dated the 18th day of December, 1931, for the sum of forty-three dollars and forty-six cents, with interest from date, four dollars and thirty-four cents, collection charges and one dollar and seventy cents, costs of judgment, a copy of which said judgment was recorded in the office of the Clerk of said Court on the 19th day of December, 1931.

14th. That there also appears upon the records of said Court, a judgment in favor of Thomas J. Lipton Inc., a body corporate, in which the said William A. Hancock is defendant, rendered by the said Edgar A. Jones, a Justice of the Peace as aforesaid, dated the 20th day of January, 1927, for the sum of twenty-four dollars and ninety-eight cents, with interest from date, and one dollar and ninety cents, costs of judgment, a copy of which said judgment was recorded in the office of the Clerk of this Court on the 4th day of February, 1927.

15th. That as the judgments hereinbefore mentioned appear upon the records of said Court unreleased and not marked satisfied, the plaintiff is informed that the said John J. Ghingher, Receiver for the Peoples Bank of Somerset County, the said A. S. Hancock, the said Wilbur M. Rounds and George E. Rounds, partners trading as G. E. Rounds & Co., the said The Turners Brothers Company, a body corporate, the said Stahl Eidman Co., the said J. Martin Miller, trading as aforesaid, the said John C. Rettberg Inc., a body corporate, and the said Thomas J. Lipton Inc., a body corporate, are proper parties to this suit.

17th. That the said William A. Hancock and Margaret C. Hancock, his wife, reside in

Somerset County, Maryland; that the said A. S. Hancock resides in Worcester County, Maryland; that the said Wilbur M. Rounds and George A. Rounds, partners trading as G. E. Rounds & Co., reside in Wicomico County, Maryland; that The Turner Brothers Company, is a body corporate, with its principal office in Wicomico County, Maryland; that the said John J. Ghingher, Receiver for the Peoples Bank of Somerset County, resides in Baltimore City, Maryland; that the said J. Martin Miller, trading as aforesaid, resides in Baltimore City, Maryland; that the said Stahl Eidman Co. is a body corporate with its principal office in Baltimore City, Maryland; that the said John C. Rettberg Inc. is a body corporate, with its principal office in Baltimore City, Maryland; and that the said Thomas J. Lipton Inc. is a body corporate, without an officer or agent in the State of Maryland, upon whom process can be serve.

To the end, therefore,

First: That the said William A. Hancock and Margaret C. Hancock, his wife, may be decreed to pay to the plaintiff what may be due and owing on said mortgage as aforesaid, together with the costs of suit, by a day to be appointed for that purpose, or in default thereof, that the real estate conveyed by said mortgage may be sold under decree of this Court.

Second: That the plaintiff may have such other and further relief as its case may require.

May it please your Honors to grant unto the plaintiff the writ of the State of Maryland of subpoena directed to the said William A. Hancock and Margaret C. Hancock, his wife, both of Somerset County, in the State of Maryland, and the writ of subpoena directed to the said A. S. Hancock, of Worcester County, in the State of Maryland, and the writ of subpoena directed to the said Wilbur M. Rounds and George E. Rounds, trading as G. E. Rounds & Co., residing in Wicomico County, in the State of Maryland, and the writ of subpoena directed to The Turner Brothers Company, a body corporate, with its principal office in Wicomico County, in the State of Maryland, and the writ of subpoena directed to the said John J. Ghingher, Receiver for the Peoples Bank of Somerset County, and to J. Martin Miller, trading as John M. Miller & Son, all of Baltimore City, in the State of Maryland, and the writ of subpoena directed to the said Stahl Eidman Co., a body corporate, with its principal office in Baltimore City, in the State of Maryland, and the writ of subpoena directed to the said John C. Rettberg Inc., a body corporate, with its principal office in Baltimore City in the State of Maryland, commanding them and each of them to be and appear in this Court, in person or by solicitor, on or before a certain day to be named in said subpoenas, to show cause, if any they have, why a decree ought not to be passed as prayed, and also the order of publication giving notice to the said Thomas J. Lopton Inc., a body corporate, without any officer or agent in this State, upon whom process could be served, of the object and substance of this bill, and warning it 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 it has, why a decree ought not to be passed as prayed.

And as in duty bound etc.

H. Fillmore Lankford,
Solicitor for Plaintiff.

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

This Mortgage, Made this 25th day of July in the year nineteen hundred and twenty-four, by William A. Hancock and Margaret C. Hancock, his wife, of Somerset County in the State of Maryland, witnesseth:

Whereas, the said William A. Hancock and Margaret C. Hancock, his wife, have this day borrowed from the Bank of Somerset, a body corporate, the sum of thirty-eight hundred dollars, and have executed and delivered to the said Bank of Somerset, their bill obligatory for said sum of thirty-eight hundred dollars, dated evenly herewith, payable to the said Bank of Somerset one year 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 William A. Hancock and Margaret C. Hancock, his wife, do grant unto the said Bank of Somerset, its successors and assigns, the following described parcels of land in Somerset County, in the State of Maryland, namely:

First: All that lot or parcel of land in East Princess Anne Election District, in said county and state, which was conveyed to the said William A. Hancock by Godfrey Anderson by deed dated the 29th day of May, 1922, recorded among the land records of said County in Liber W.J.S. No. 86, folio 8 etc., lying on the east side of Main Street or Somerset Avenue, in the Town of Princess Anne.

Second: All that lot or parcel of land in West Princess Anne Election District in said County and State, lying on the northwest side of the State Road leading from Princess Anne to Salisbury, containing six acres, more or less, which was conveyed to the said William A. Hancock by Marion G. Malone and wife, and the Peoples Bank of Somerset County by deed dated the 14th day of July, 1924, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and full described in the surveyor's plat and certificate attached to and made a part of said deed.

And reference is hereby made to said deeds and all the references in said deeds contained for full and accurate description of the lands hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages 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 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 William A. Hancock and Margaret C. Hancock, 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 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 sucessors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least three thousand dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee 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.

William A. Hancock (Seal)

Test: Samuel H. Sudler

Margaret C. Hancock (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-four, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Somerset County personally appeared William A. Hancock and Margaret C. Hancock, his wife, 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 Joshua W. Miles, 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 President of the Bank of Somerset, mortgagee in said mortgage, and that he is the agent of the said mortgagee and that he is authorized to make this affidavit.

In tesitmony 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 July 25, 1924, and recorded in Liber W.J.S. No. 88, folio 490 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received, the Bank of Somerset, a body corporate hereby assigns the within and aforegoing mortgage to The Somerset Mortgage and Certificate Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset, by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,

Attest: S. H. Sudler, Cashier

Princess Anne, Md.,

SEAL OF BANK

By: Wm. B. Spiva, President.

Filed for record September 13th, 1934.

Test: J. Millard Tawes, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Mortgage is truly copied from Liber W.J.S. No. 88, folio 490, one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 28th day of June, 1935.

J. Millard Tawes, Clerk.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

William A. Hancock, Margaret C. Hancock of Somerset County, Greeting:

You are hereby commanded that, all exucses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in April next to answer the complaint of The Somerset Mortgage and Certificates Corporation, a body corporate against you & others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of March Anno Domini 1935 issued the 14th day of March Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

A. S. Hancock of Worcester County, greeting:

You are hereby commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in April next to answer the complaint of Somerset Mortgage and

Certificates Corporation against you & others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of March Anno Domini 1935 issued the 23rd day of March Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in April in the year nineteen hundred thirty-five, 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, W. H. Dryden, to whom the writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

Summoned severally the within named defendants & a copy of within subpoena left with each of said defendants.

W. H. Dryden, Sheriff.

At the same time also came E. C. West, Sheriff of Worcester County and for the second said subpoena answers: Non est.

E. C. West, Sheriff.

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

The Somerset Mortgage and Certificates Corporation, a body corporate, VS. William A. Hancock, Margaret C. Hancock and others.	No. 4672 Chancery Circuit Court for Somerset County, Maryland

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

The petition of The Somerset Mortgage and Certificates Corporation, a body corporate, the plaintiff in the above entitled cause, respectfully represents:

That in the bill of complaint in said cause, the plaintiff has made A. S. Hancock, a judgment creditor of William A. Hancock and Margaret C. Hancock, two of the defendants in said cause, a party defendant in said cause, but that the plaintiff has been informed since the filing of the bill of complaint in said cause, that the said A. S. Hancock, whose full name was ambrose Stewart Hancock, died before the filing of said bill of complaint, and that letteres of administration upon his personal estate have been granted by the Orphans Court for Worcester County to Herman F. Hancock, and the plaintiff charges that the said Herman F. Hancock, Administrator as aforesaid, is a proper party to the proceeding.

The petitioner therefore prays that this petition may be taken as an amendment of the bill of complaint in this cause, that the said Herman F. Hancock, administrator as aforesaid, may be made a party to this suit, and that a subpoena may be issued, directed to the said Herman F. Hancock, administrator of the said Ambrose Stewart Hancock, of Worcester County, Maryland, commanding him to be and appear in this Court, in person or by solicitor, on or before a certain day to be named in said subpoena, to show cause, if any he has, why a decree ought not to be passed as prayed in the said bill of complaint.

And as in duty bound etc.

H. Fillmore Lankford,
Solicitor for the Plaintiff

State of Maryland, Somerset County, towit:

I hereby certify that on this 25th day of April, nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared William B. Spiva, Vice-President of the Somerset Mortgage and Certificates Corporation, a body corporate, the plaintiff in the above entitled cause, and made oath in due form of law that the matters and things stated in the foregoing petition are true as therein set forth, to the best of his knowledge, information and belief.

Witness my hand and seal the day and year aforesaid.

SEAL OF NOTARY — Eunice Pilchard, Notary Public.

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

The Somerset Mortgage and Certificates Corporation, a body corporate, VS. William A. Hancock and others.	No. 4672 Chancery Circuit Court for Somerset County, Maryland

It appearing that A. S. Hancock, whose full name was Ambrose Stewart Hancock, and who was named as a part defendant in the above entitled cause, was dead at the time of the institution of said suit, and that letters of administration upon the personal estate of the said Ambrose Stewart Hancock have been granted by the Orphans Court for Worcester County to Herman F. Hancock, of Worcester County, it is thereupon this 27th day of April, nineteen hundred and thirty-five, ordered by the Circuit Court for Somerset County, in Equity, that the foregoing petition be and the same is hereby taken as an amendment of the bill of complaint in this cause, and that the said Herman F. Hancock, Administrator as aforesaid, of the said Ambrose Stewart Hancock, be and he is hereby made a party defendant in this cause, and that a subpoena be issued, directed to the said Herman F. Hancock, administrator as aforesaid, of Worcester County, commanding him to be and appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to be passed as prayed in said bill of complaint.

James M. Crockett, Judge
of said Court.

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,

Herman F. Hancock Administrator of Ambrose Stewart Hancock 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 May next to answer the complaint of The Somerset Mortgage and Certificates Corporation, a body corporate, against you & others in the said Court exhibited. Hereof fail not at your peril.

Witness, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of March Anno Domini 1935 issued the 29th day of April Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in May in the year nineteen hundred thirty-five, 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, Ernest C. West, 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.

Ernest C. West, Sheriff.

And thereafter to wit, on the twenty-second day of June in the year nineteen hundred thirty-five, the Court here passed the following order, to wit:

The Somerset Mortgage and Certificates Corporation VS. William A. Hancock, et al.	No. 4672 Chancery Circuit Court for Somerset County, Maryland

The defendants, William A. Hancock and Margaret C. Hancock, having each been duly summoned to appear to the Bill of Complaint and having failed to appear and answer said bill; and the defendants, Wilbur M. Rounds and George E. Rounds, trading as George E. Rounds and Company, the Turner Bros. Company, a body corporate, John J. Ghingher Receiver for the Peoples Bank of Somerset County, J. Martin Miller trading as John M. Miller and Son, Stahl Eidman Company, a body corporate, John C. Rettberg, Inc., a body corporate, Thomas J. Lopton Inc., a body corporate, and Herman F. Hancock Administrator of Ambrose Stewart Hancock, having each appeared to the said suit but having failed to answer the bill of complaint.

It is thereupon this 22nd day of June, nineteen hundred and thirty-five, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants and each of them.

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

Benj. A. Johnson, Judge.

And afterwards, to wit, on the twenty-ninth day of June in the year nineteen hundred thirty-five, 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:

The Somerset Mortgage & Certificates Corporation Vs. William A. Hancock, et als.	No. 4672 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, Maryland, on Friday, the 28th. day of June, nineteen hundred and thirty five, I did take the following depositions, that is to say:

William B. Spiva, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William B. Spiva; age 61 years; residence Princess Anne, Md. occupation, President of the Bank of Somerset.

Int. 2. Do you have anything to do with the Somerset Mortgage & Certificates Corporation?

Ans. Yes, I am Vice President and Treasurer of the Somerset Mortgage & Certificates Corporation.

Int. 3. Is the Somerset Mortgage & Certificates Corporation incorporated?

Ans. Yes, under the laws of the State of Maryland.

Int. 4. Do you know the defendants, William A. Hancock and Margaret C. Hancock, his wife?

Ans. I do.

Int. 4. Are these defendants indebted unto the Somerset Mortgage & Certificates Corporation and, if so, to what extent and how is the debt evidenced?

Ans. They are indebted on a promissory note secured by a mortgage originally for the sum of $3800.00 dated the 25th. day of July, 1924. $100.00 has been paid on account of the principal of this note leaving the indebtedness $3700.00 with interest from July 24, 1933. The interest was paid up to that date. In addition to this the mortgage company had advanced $292.00 for fire insurance on the buildings covered by the mortgage as provided by the terms of the mortgage.

Int. 5. You have the original note and mortgage?

Ans. They were delivered to Mr. H. Fillmore Lankford, who has since died and so far we have been unable to find them among his pares. I have here a certified copy of the original mortgage and I know that the note recited in this mortgage was signed by William A. Hancock and Margaret C. Hancock, and that they got the money on the note originally from the Bank of Somerset. The mortgage was assigned by the Bank of Somerset to the mortgage company, as shown by the assignment thereon under the terms of the reorganization plan of the Bank of Somerset. Nothing was ever paid on this note or mortgage to the mortgage company. The only payment of $100.00 on the principal and the interest up to July 24, 1933 were paid to the Bank of Somerset before the assignment.

(Plaintiff here files with Examiner to be used as evidence in this case certified copy of the mortgage identified by the witness)

Int. 6. Can you testify from your own knowledge as to whether William A. Hancock and wife executed the original of that mortgage copy of which has just been offered in evidence?

Ans. Yes. I had the original in my possession and gave it to Mr. Lankford on March 3rd. last.

Court question and answer:

"Nothing further".

Test: Harry C. Dashiell Wm. B. Spiva.

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

Given under my hand and seal this 28th. day of June, nineteen hundred and thirty-five.

Harry C. Dashiell (Seal)
Examiner in Chancery

Bill of costs:

Harry C. Dashiell Examiner $4.00

And thereafter to wit, on the twenty-fourth day of July in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

The Somerset Mortgage and Certificates Corporation VS. William A. Hancock, et al	No. 4672 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 24th day of July, nineteen hundred and thirty-five, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that there is due from the defendants, William A. Hancock and Margaret C. Hancock, his wife, to the plaintiff, The Somerset Mortgage and Certificates Corporation, the sum of forty-four hundred and thirty-six dollars, with interest from this date until paid.

It is further adjudged, ordered and decreed that the said William A. Hancock and Margaret C. Hancock, or either of them, pay or bring into this Court to be paid to the said The Somerset Mortgage and Certificates Corporation, 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 that the real estate mentioned and described in these proceedings and in said mortgage filed as Exhibit "A" with the bill of complaint in this case or so much thereof 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 filed with the Clerk of this Court a bond to the State of Maryland, executed by himself and a Surety Company authorized by the laws of said State to qualify upon such bonds, 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 convenient after such sale or sales, the said trustee shall return to this court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants, and those claiming by, from or under them or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett, Judge.

And thereupon, the said George H. Myers, Trustee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, That we, George H. Myers, of Somerset County, State of Maryland, as principal, and Hartford Accident & Indemnity Company, a body corporate under the laws of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars ($3,000.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of August, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, by virtue of a decree of the Circuit Court for said Somerset County, in Equity, has been appointed Trustee to sell the real estate mentioned in the proceedings in the suit of The Somerset Mortgage & Certificates Corporation against William A. Hancock and others, now pending in said Court, the same being No. 4672 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.

HARTFORD ACCIDENT &
INDEMNITY COMPANY,

By: Geo. H. Myers,

Attorney in Fact.

Witness: Marion R. Conaway. CORPORATE SEAL Geo. H. Myers (Seal)

Which said Bond was thus thereon endorsed, to wit:

The within bond approved,

J. Millard Tawes, Clerk

And thereafter to wit, on the eleventh day of September in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

The Somerset Mortgage and Certificates Corporation Vs. William A. Hancock, et al.	No. 4672 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 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 tenth day of September in the year nineteen hundred and thirty-five at about 2:00 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 situate in East Princess Anne Election District in said Somerset County, whereon the said William A. Hancock now resides, lying and binding on the East side of Main Street in the Town of Princess Anne, adjoining the property of Edward G. Newton and wife on the North and the property of Mrs. J. Arthur Powell on the South, and being the same and all the land and premises conveyed to the said William A. Hancock by deed from Godfrey Anderson, dated May 29, 1922, recorded among the land records of said Somerset County in Liber 86, folio 8, et seq.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, at and for the sum of twenty one hundred dollars, it being the highest bidder therefor and the said purchaser has complied with the terms of sale.

Your Trustee then offered for sale, all that lot of land situate in West Princess Anne Election District in said Somerset County, lying and binding on the Northwest side of the State Road leading from Princess Anne to Salisbury near the Northern limits of the Town of Princess Anne, containing six acres, more or less, adjoining the land of Myra McClemy, Woodward Privott and others, which was conveyed to the said William A. Hancock by deed from Marion S. Malone and others, dated July 14, 1924, and recorded among the land records of said Somerset County, in Liber No. 90, folio 568.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, it being then and there the highest bidder therefor, at the sum of Four Hundred Dollars and said purchaser has complied with the term of sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland, Somerset County, To-Wit:

On this ----- day of September nineteen hundred and thirty-five 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
of the Circuit Court.

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

The Somerset Mortgage and Certificates Corporation Vs. William A. Hancock, et al.	No. 4672 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 11th day of October, 1935, 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 October, 1935.

The Report states the amount of Sales to be $2500.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the fourteenth day of October in the year nineteen hundred thirty-five, came again into Court here the said complainant, by his solicitor

aforesaid, and on motion of the said complainant, by his solicitor, aforesaid, the Court here passed the following order, to wit:

The Somerset Mortgage and Certificates Corporation Vs. William A. Hancock, et al.	No. 4672 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This fourteenth day of October, 1935 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.

James M. Crockett, Judge.

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

Per_____, Clerk.

***

Alfonson Robinson by Henry J. Waters, assignee, by deed dated February 1, 1919, and recorded among the land records of said Somerset County in Liber W.J.S. No. 77, folio 431 et seq., and being also the same land conveyed by the said William E. Robinson and wife and Alfonso Robinson and wife to the said Ernest Leslie Black and Nettie Chase Black, his wife, by deed dated evenly herewith, and intended to be delivered and recorded simultaneously with this mortgage.

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 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 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, chares, mortgage debt and interest aforesaid, the said Ernest Leslie Black and Nettie Chase Black, 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 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 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 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 purchase 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 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 herein-before first mentioned.

Witness the hands and seals of said mortgagors.

Ernest Leslie Black (Seal)

Test: Eliza Jones Davis

Nettie Chase Black (Seal)

Walter W. Krebs

State of Pennsylvania, Cambria County, to wit:

I hereby certify, That on this seventh day of July in the year nineteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the county aforesaid, personally appeared Ernest Leslie Black and Nettie Chase Black, his wife, the mortgagors named in the foregoing mortgage and did each acknowledge the fore-going 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

Eliza Jones Davis, N. P.

State of Maryland, Somerset County, To Wit:

I hereby certify, That on this 28th day of July, nineteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Jesse L. Lano, agent of the within named mortgagees, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said mortgagees and authorized by them to make this affidavit.

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

Vernon E. White, Notary Public.

The Bill Oblitgatory referred to in the foregoing mortgage is in the words following, to wit:

Five years after date, with interest payable annually from date, we promise to pay to William E. Robinson and Alfonso Robinson of Harford County, and State of Maryland, their personal representatives or assigns, the sum of Five Thousand Five Hundred Dollars for balance of purchase money for farm this day purchased, this obligation being secured by a mortgage of even date herewith.

Witness our hands and seals this 7th day of July, nineteen hundred and nineteen.

Ernest Leslie Black (Seal)

Witness: Eliza Jones Davis.

Nettie Chase Black (Seal)

Revenue stamps--$1.10

Payments made on above mortgage:

July 3rd 1934--$600.00

Dec. 5th 1924--$250.00

June 29th 1925-$200.00

July 2nd 1928--$800.00

1932 July 5--By cash $120.00 paid to Balto.

1932 July 18--By cash $57.00 pd. to Adams

1932 July 28--" " 15.00 pd. to Adams.

1933--$100

1934--45.00

1935--50.00

Interest paid in full on the within Bill obligatory to July 7th, 1931. Balance due on the within bill obligatory for principal as of July 7th 1931, $3200.00.

ASSIGNMENTS

For value received we hereby assign and transfer the balance due of Thirty Six Hundred and fifty ($3650.00) dollars on the above and foregoing bill obligatory to Nelle Myers Hunter, and we guarantee the payment of principal and interest thereof, when and as it matures within one year from this date.

Witness our hands and seals this 20th, day of January, 1930

W. E. Robinson (Seal)

Attest: C. M. Gorrell

Alfonso Robinson (Seal)

For value received, I hereby assign to William H. Adams of Somerset County, Maryland, his heirs or assigns the within and foregoing bill obligatory, without recourse to me.

Witness my hand and seal this 7th, day of July, 1931.

Attest: Mary B. Schrade

Nelle Meyers Hunter (Seal)

For value received I hereby assign this obligation and the debt secured thereby to Gordon Tull, for collection,

Witness my hand and seal this 24th day of August, 1935.

Test:------

W. H. Adams (Seal)

Received for Record 29 July 1919 and recorded in Liber W.J.S. No. 76 Folio 84 &c one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received, we hereby assign and transfer the balance of Thirty six hundred and fifty ($3650.) due on the within and aforegoing mortgage to Nelle Myers Hunter, and we guarantee the payment of principal and interest thereof when and as it matures within

one year from this date.

Witness our hands and seals this 20th day of January, 1930.

William E. Robinson (Seal)

Attest: Frances Kelly.

Alfonso Robinson (Seal)

Filed for record 23rd Jany. 1930 and recorded in Liber W.J.S. No. 76 Folio 84.

Test: Geo. W. Lawson, Clerk.

ASSIGNMENT

For value received, I hereby assign to Wm. H. Adams of Somerset County, Maryland, his heirs or assigns the within and aforegoing mortgage, without recourse back on me.

Witness my hand and seal this 7th day of July, 1931.

Attest: M. Magdalene Edmeades

Nelle Myers Hunter (Seal).

Filed for Record July 8, 1931 and recorded in Liber W. J.S. No. 76 Folio 84.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received, I, William H. Adams, do hereby assign the above and within mortgage to Gordon Tull for the purpose of foreclosure,

Witness my hand and seal this 23rd, day of August, in the year, 1935.

Test: Columbus Adams

W. H. Adams, (Seal)

Filed for Record 24th Augt. 1935 and recorded in Liber W.J.S. No. 76 Folio 85.

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 William H. Adams and Columbus Adams, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty Four Hundred Dollars ($6400.00), 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 23rd day of August, in the year, 1935.

Whereas the above bounden Gordon Tull, by virtue of a power contained in a mortgage from Ernest Leslie Black and Nettie Chase Black, his wife, to Wm. E. Robinson and Alfonso Robinson, dated the 7th day of July, 1919, and afterwards assigned to Nellie Myers Hunter and then to Wm. H. Adams and then to said Gordon Tull, for foreclosure, which said mortgage and assignments is duly recorded in Liber W.J.S. No. 76, Folios 84 etc., is about to execute the trust reposed in him by the power in said Mortgage (default having occurred in the covenants therein)

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; 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 of sale thereof, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

Witness our hands and seals this 23rd day of August, 1935.

Gordon Tull (Seal)

Test: Benjamin L. Barnes

W. H. Adams (Seal)

Columbus Adams (Seal)

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-fourth day of September in the year nineteen hundred thirty-five, 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 Ernest L. Black and Nettie C. Black to Wm. E. Robinson and Alfonso Robinson, dated July 7th, 1919, and recorded in Liber W.J.S. No. 76, Folio 84, duly assigned to Nellie Myers Hunter and by her assigned to Wm. H. Adams and by him assigned to Gordon Tull, for foreclosure.	No. 4740 Chancery Circuit Court for Somerset County, Maryland

To the Honorable the Judge of said Court:

The report of Gordon Tull, assignee under the above entitled mortgage, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites and conditions required by law and the said mortgage, and given 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 three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on Tuesday September, 24th, 1935, at the Hour of 2 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 West Princess Anne District, Somerset County, Md. known as the "Goshen Farm" lying and binding on the south side of the State Road leading from Princess Anne to Deals Island, and on the north side of the Manokin River, about six miles west of Princess Anne, and Containing 285 acres of land, more or less, and being the same land conveyed to Ernest L.Black and Nettie C. Black, his wife, by deed dated July 19th, 1919, and recorded in Liber W.J.S. No. 78, Folio 511 etc.

And your assignee and trustee sold the above described property to William H. Adams at and for the sum of Fourteen Hundred Dollars ($1400.00) he being at that sum the highest bidder therefor, and the said purchaser has complied with the terms of the sale.

And the said purchase money not being sufficient to satisfy the said mortgage with interest and costs of foreclosure and taxes, your Assignee has audited the account herein and prays your Honor to ratify the same with this report of sale.

Whole amount of Mortgage debt with interests		$3561.67
Trustees Commissions	$94.00	
Clerks and Court costs	21.00	
Auctioneer & Advertising	20.00	

County & State taxes	$250.65		
Total costs of sale	385.65	Exp. of sale	$385.65
Total amount of Mortgage debt with int. and costs			3947.32
Total amount of purchase price for property			1400.00
Leaving a deficiency of			$2547.32

Respectfully submitted,

Gordon Tull, Assignee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 24th day of September, 1935, before the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, Assignee and trustee mentioned in the above report of sale and made oath in due form of law that the matters and things set forth in the above report are true and that the sale was fairly made.

Sworn Before,

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

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 Ernest L. Black and Nettie C. Black to Wm. E. Robinson and Alfonso Robinson, dated July 7th, 1919, and recorded in Liber W.J.S. No. 76, Folio 84, duly assigned to Nellie Myers Hunter and by her to Wm. H. Adams, and by him to Gordon Tull for foreclosure.	No. 4740 Chancery Circuit Court for Somerset County, Maryland

Ordered this 24 day of September, 1935, 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 of said sale made therein, made and reported by Gordon Tull, Assignee and trustee under power in said mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of October, 1935, 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 21st day of October, 1935.

The report states the amount of sales to be $1400.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the second day of November in the year nineteen hundred thirty-five 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 under a Mortgage from Ernest L. Black and Nettie C. Black to Wm. E. Robinson and Alfonso Robinson, dated July 7th, 1919, and recorded in Liber W.J.S. No. 76, Folio 84, duly assigned to Nellie Myers Hunter and by her to Wm. H. Adams, and by him to Gordon Tull for foreclosure.	No. 4740 Chancery Circuit Court for Somerset County, Maryland

Ordered this 2nd day of November, 1935, by the Circuit Court for Somerset County, in equity, that the sale made and reported by the assignee or trustee in this case, together with the distribution of the proceeds of said sale as made herein, be, and the same is hereby finally ratified and confirmed; no cause to the contrary having been given or shown; although due notice appears to have been given as required by the order nisi passed in this cause; and the said assignee or trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for.

James M. Crockett, 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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Hutzler Brothers Company, A Maryland Corporation, Vs. Elizabeth W. Lankford, Individually also as administrator of Columbus Lankford, deceased. Effie R. Lankford, widow, John J. Ghingher, Receiver Peoples Bank of Somerset County.	Be it remembered that heretofore, to wit, on the sixth day of September in the year nineteen hundred thirty-five, a certain Hutzler Brothers Company by Gordon Tull, its solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Elizabeth W. Lankford, individually also as administrator of Columbus Lankford, deceased, Effie R.

Lankford, widow, John J. Ghingher, Receiver Peoples Bank of Somerset County, which said bill of complaint is in the words following, to wit:

Hutzler Brothers Company, a Maryland Corporation, Vs. Elizabeth W. Lankford, individually also as administrator of Columbus Lankford, deceased. Effie R. Lankford, widow John J. Ghingher, Receiver peoples Bank of Somerset County.	No. 4746 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orators who sue as well for themselves as for all other creditors of Columbus Lankford, deceased, who will come in and contribute to the expenses of this suit, complaining say:

1. That the said Columbus Lankford, was, in his life time, indebted unto your

orator in the full and just sum of One Hundred and Forty three dollars and sixteen cents ($143.16) with interest from April 10th, 1934, together with $9.55 costs, on a judgment of your orators dated as aforesaid against said Columbus Lankford, decd. and Effie Lankford, his wife, herewith filed as part hereof marked plaintiffs exhibit A" no part or parcel of which has ever been satisfied or paid.

Also that the said Columbus Lankford in his life time also owed the following amounts on the following judgments:

John J. Ghingher, Receiver, etc. VS H. J. White--Hattie D. White and Columbus Lankford, judgment No. 176 Appearances, Jany. Term, 1933, dated 2/13/33 for $156.34 debt--$14.60 collection fee and $7.00 costs which judgment was assigned to said Columbus Lankford in his life time, but not marked satisfied.

John J. Ghingher, Receiver, etc. vs Clarence Cottman and Columbus Lankford for $26.09 debt, $2.40 costs and $1.70 costs, dated 6/19/33 and being No. 333 G.W.L. No. 4, page 280-which judgment is still unpaid and owing.

Farmers Supply Co. vs Columbus Lankford et al, No. 34 Appearances July Term, 1933, judgment for $125.57 with $11.34 Col. fee and $7.00 costs dated 9/13/33, which said judgment is assigned to said Elizabeth Lankford.

2. That Administration was granted on the estate of said Columbus Lankford (he having died intestate) to his daughter Elizabeth W. Lankford, and there was no personal property out of which to pay said judgments or any of the debts of said Columbus Lankford, decd.

3. That the said Columbus Lankford, being so indebted, as aforesaid unto your orators and others, and having real estate in the town of Princess Anne, Somerset County, Maryland, to-wit: A lot worth $500.00 on the East side of Beechwood street, and binding thereon having a frontage of 60 feet on said Beechwood St. and a depth of 150 feet, and being the "Dixie Lankford Lot" bounded on the north by the J. T. Taylor land on the east and south by Jas. A. McAllen and on the west by said Beechwood st., departed this life, intestate, about a year ago and leaving a widow: Effie R. Lankford, and a daughter, Elizabeth W. Lankford, as his only heirs at law, and next of kind.

4. That your Orator has been informed and believes and therefore assert that said Columbus Lankford left no personal property and that none has ever come into the hands of said administrator, Elizabeth W. Lankford, and therefore believes that there is not sufficient personal estate of the deceased to discharge all the just debts due and owing the said intestate Columbus Lankford, at the time of his death, but they are advised that whatever personal property may come into the hands of said administrator belonging to said estate should be applied to the payment of the claims of your orator and other creditors of the said Columbus Lankford, decd. as far as the same will extend; and that any deficiency in said personal estate ought to be supplied by a sale of all, or any part or such part as may be necessary, of the real estate of the aforesaid debtor.

To the end therefore,

(1) That the real estate of the said Columbus Lankford, decd, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your Orator and those of the other unsatisfied creditors of said deceased.

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

May it please your Honor to grant unto your Orator the writs of subpoena directed to the said Elizabeth W. Lankford, both individually and as administrator of Columbus Lankford, deceased, and also Effie R. Lankford, widow, of age and residing in Somerset County, also to John J. Ghingher, Receiver, etc, residing in Balto City, commanding them and each

of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Gordon Tull,
Attorney for Complainant.

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

IN THE CIRCUIT COURT FOR SOMERSET COUNTY — April Term, 1934.

Hutzler Bros. Co.
VS.
Columbus Lankford
Effie Lankford

Short copy of Judgment No. 55 Trials

Damages	$143.16
Costs	9.55

Date of Judgment 10th April 1934
Interest from date.
Test: J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of September in the year nineteen hundred thirty-five, the following answers were filed, to wit:

Hutzler Brothers Company, a Maryland Corporation
Vs.
Elizabeth W. Lankford, individually and as administrator of the estate of Columbus Lankford, deceased. Effie R. Lankford, widow, John J. Ghingher, Receiver of the Peoples Bank of Somerset County.

No. 4746 Chancery
Circuit Court for
Somerset County, Maryland

To the Honorable the Judge of said Court:

The answer of John J. Ghingher, Receiver of the Peoples Bank of Somerset County, to the Bill of Complaint in this case filed against him and others, respectfully represents:

That this respondent hereby appears to the said Bill of Complaint without formality of summons, which he waives, and for answer, says,

That he admits the matters and things therein contained, and hereby consents that the Court make a decree that the land thereinmentioned be sold, that a trustee be appointed to make said sale and further places his rights and interest in the hands of this Court.

Respectfully Submitted,
Edgar A. Jones,
Attorney for said Receiver.

Hutzler Brothers Company, A Maryland Corporation,
Vs.
Elizabeth W. Lankford, Individually and as Administrator of the estate of Columbus Lankford, deceased, Effie R. Lankford, widow, John J. Ghingher, Receiver of the Peoples Bank of Somerset County.

No. 4746 Chancery
Circuit Court for
Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Joint and several answers of Elizabeth W. Lankford, individually and also as Administrator of the estate of Columbus Lankford deceased, and of Effie R. Lankford, widow, respectfully represents:

The said defendants, Elizabeth W. Lankford, both individually and as Administrator of the estate of Columbus Lankford, deceased, and also the said Effie R. Lankford, widow, hereby appears voluntarily to the said bill of complaint, waive the process of summons, and for answer thereto, say:

They admit the matters and things therein set forth and hereby acknowledge that it will be to their advantage that the land be sold in order that they may pay their bills, and receive the difference, if any coming to them- they therefore consent that a decree be passed by this Court appointing a trustee to make said sale and declare that there was no personal property whatever left by Columbus to pay on his bills.

Respectfully submitted,

Effie R. Lankford, Widow

Elizabeth W. Lankford, ADMR. &C.

Elizabeth W. Lankford, Individually

Harry C. Dashiell,

Solicitor for defendants.

And thereafter, to wit, on the seventh day of September in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

Hutzler Bros. Co. Inc. Vs. Elizabeth W. Lankford, Indivually and as Administrator of the estate of Columbus Lankford, deceased, et als	No. 4746 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 7th day of September, 1935, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed that the property mentioned in these proceedings 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 filed with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court in the penalty of one Thousand Dollars ($1000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in some weekly Newspaper printed or published in Somerset County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one half case, balance in six months, or all cash, at the option of the purchaser, the credit portions to bear interest and be secured to the satisfaction of the trustee, and, as soon as may be convenient after 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, the property and estate to him, her, it or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them, And the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court; after deducting the costs of this suit and such commissions to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, and at the time of advertising said sale the trustee is directed to give notice to the creditors of said Columbus Lankford, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the first day of October next.

James M. Crockett, 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 Elizabeth W. Lankford and Effie R. Lankford sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand ($1000.00) 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 7th day of September, in the year nineteen hundred and thirty Five.

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 Hutzler Brothers Company, Inc. VS Elizabeth W. Lankford individually and as Administrator of the estate of Columbus Lankford deceased, now pending in said Court.

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

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

Gordon Tull (Seal)

Test: Harry C. Dashiell

Elizabeth W. Lankford (Seal)

Effie R. Lankford (Seal)

Which said bond was thus thereon endorsed, to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the first day of October in the year nineteen hundred thirty-five, 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:

Hutzler Brothers Company, A Maryland Corporation, Vs. Elizabeth W. Lankford, Individually, also as Administratrix of Columbus Lankford, deceased, Effie R. Lankford, widow, John J. Ghingher, Receiver of the Peoples Bank of Somerset County.	No. 4746 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE THE JUDGE OF SAID COURT:

The report of Gordon Tull, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 7th day of September, 1935, to make sale of certain real estate therein mentioned, respectfully Shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Eastern Shore Republican, a weekly newspaper published in Somerset County, for at least three weeks successively before the day of sale, he did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on the first day of October, 1935, at the hour of two o'clock, P.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situated in East Princess Anne District, Somerset County, Maryland, and in the town of Princess Anne, on the east side of Beechwood Street and abutting thereon with a measurement of 60 feet front and back and extending back from said Beechwood Street easterly 150 feet, and containing 9000 square feet of land, more or less, known as the "Dixie Lankford Lot" bounded on the north by the J. T. Taylor land; on the east and south by the Jas. A. McAllen lands, and on the west by said Beechwood St. which was inherited by the said Columbus Lankford from his mother, Priscilla E. Lankford.

And your Trustee sold the above described property to Elizabeth W. Lankford for the sum of two hundred and Eighty-four dollars, and no cents, he being then and there at that sum the highest bidder therefor, and the terms of said sale prescribed by the decree has been fully complied with. And your trustee prays a ratification of said sale as reported.

Respectfully Submitted,

Gordon Tull, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 1st day of October, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, trustee as aforesaid, and made oath in due form of law that the matters and things set forth in the above and foregoing report of sale are true 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:

Hutzler Brothers Company, A Maryland Corporation, Vs. Elizabeth W. Lankford, Individually, also as Administratrix of Columbus Lankford, deceased, Effie H. Lankford, widow, John J. Ghingher, Receiver of the Peoples Bank of Somerset County,	No. 4746 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 1st day of October, 1935, that the sale made and reported by the trustee aforesaid and mentioned in these proceedings, said trustee being 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 1st day of November, 1935, 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 24 day of October, 1935.

The Report states the amount of sales to be $285.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the second day of November in the year nineteen hundred thirty-five, 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:

Hutzler Brothers Company, a Maryland Corporation, Vs. Elizabeth W. Lankford, Individually, also as Administratrix of Columbus Lankford, deceased, Effie H. Lankford, widow, John J. Ghingher, Receiver of the Peoples Bank of Somerset County.	No. 4746 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in equity, this 2nd day of November, 1935, 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 the said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

James M. Crockett, 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.

George H. Myers, Assignee, Ex-parte under power in mortgage from Edward M. Haynes	Be it remembered that heretofore to wit, on the ninth day of August in the year nineteen hundred thirty-five, 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 Jacob F. Baumgartner by a certain Edward M. Haynes of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, made this fifteenth day of November in the year nineteen hundred and twenty-three, by Edward M. Haynes, of Norfolk, Virginia, Witnesseth:

Whereas the said Edward M. Haines is justly and bona fide indebted unto Jacob F. Faumgartner, of Somerset County, Maryland, in the sum of seventy-five hundred dollars for the balance of the purchase money for the real estate hereinafter mentioned, evidenced by the bill obligatory of the said Edward M. Haines for said sum of seventy-five hundred dollars, dated evenly herewith, and payable to the said Jacob F. Baumgartner as follows: three thousand dollars on June thirtieth, 1924; fifteen hundred dollars on June thirtieth, 1925; fifteen hundred dollars on June thirtieth, 1926; and fifteen hundred dollars on June thirtieth, 1927; all of said sum to draw interest from this date until paid, which interest is to be paid on the thirtieth of June in each year; and in which said bill obligatory the said Edward M. Haynes has 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 seventy-five hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said Edward M. Haynes hereby grants and conveys unto the said Jacob F. Baumgartner, his heirs and assigns, all that farm or tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, known as a part of Brownstone, adjoining the lands of Charles W. Fitzgerald and others, and containing 66 acres, more or less, which was conveyed to the said Edward M. Haines by Jacob F. Baumgartner and Mary M. Baumgartner, his wife, 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 Jacob F. Baumgartner and Mary M. Baumgartner, his wife, by John W. Heath 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 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 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 Edward M. Haynes, the 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. 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 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 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, his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements,

and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hand and seal of said mortgagor.

Test: Edgar A. Jones Edward M. Haynes (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 15th day of November, 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 Edward M. Haynes, 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 Jacob F. Baumgartner, 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,

Edgar A. Jones, J. P.

Received for Record Nov. 26, 1923 and recorded in Liber W.J.S. No. 88 Folio 248 &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 the Bank of Somerset, a body corporate, its successors and assigns.

Witness my hand and seal this 15th day of September, 1924.

Witness: W. Winterton J. F. Baumgartner (Seal)

Filed Sep. 19, 1924, and recorded in Liber W.J.S. No. 88, Folio 248.

Test: W. Jerome Sterling, Clerk

ASSIGNMENT

For Value Received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,
Princess Anne, Md.

Attest: S. H. Sudler, Cashier By: Wm. B. Spiva, President

CORPORATE
SEAL

Filed for Record 13th Sept. 1934 and recorded in Liber W.J.S. No. 88, Folio 248.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For Value Received, and for the purpose of foreclosure, The Somerset Mortgage & Certificates Corporation, hereby assigns the within and aforegoing mortgage to George H. Myers, of Somerset County, Maryland.

Witness the signature of the said The Somerset Mortgage & Certificates Corporation, by William B. Spiva, its Vice-President, attested by its Secretary with its corporate seal affixed this third day of August, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE &
CERTIFICATES CORPORATION.

Attest: E. Walter Long, Secretary. By: Wm. B. Spiva, Vice-President.

CORPORATE
SEAL

Filed for Record 9th Augt., 1935, and recorded in Liber W.J.S. No. 88 Folio 249.

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, as principal, and William B. Spiva, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of nine thousand dollars ($9,000.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this ninth day of August, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, as assignee of a certain mortgage executed by Edward M. Haynes to Jacob F. Baumgartner, dated November fifteenth, nineteen hundred and twenty-three, and recorded among the land records of Somerset County, Maryland, in Liber NO. 88, folio 248, 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, shall well and faithfully abide by and fulfill any order or decree which shall be made or passed by the Circuit Court for Somerset County aforesaid, in Equity, in relation to the sale of the aforementioned mortgage property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: W. Edelen Webster.

Geo. H. Myers (Seal)
William B. Spiva (Seal)

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-first day of September in the year nineteen hundred thirty-five, 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 Edward M. Haynes.	No. 4732 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 Edward M. Haynes to Jacob F. Baumgartner and dated November 15, 1923, and recorded among the Land Records of Somerset County in Liber ---- No. 88 folio 248, 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 Marylander and Herald a paper published in Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door in Princess Anne in said Somerset County on the 3rd day of September in the year nineteen hundred and thirty-five 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 in West Princess Anne Election District in said Somerset County, known as part of "Brownstone", adjoining the Charles W. Fitzgerald farm, containing sixty-six acres, more or less, which was conveyed to the said Edward M. Haynes, by deed from said Jacob F. Baumgartner and wife, dated November 15, 1923, and recorded among the land records of said Somerset County, in Liber No. 87, folio 558, et seq.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, of said Somerset County, State of Maryland it being then and there the highest bidder therefor, at the sum of Four Thousand Dollars and the said purchaser has complied with the terms of sale, and said Assignee and Trustee has distributed said proceeds of sale as follows:

J. Millard Tawes, Clerk's charges	$11.00
Marylander and Herald, advertising sale and order nisi	19.00
Edwin B. Muir, Auctioneer	2.00
Carlos Bozman, State and County taxes for years 1931 to 1935 inclusive	352.69
Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt and interest	3555.31
George H. Myers, Assignee, on account of commissions per Chancery Rule	60.00
TOTAL----------	$4000.00

Respectfully submitted,

Geo. H. Myers,

Assignee and Trustee.

State of Maryland, Somerset County, to-wit:

On this ---- day of September, nineteen hundred and thirty-five 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, Ex Parte, under power in mortgage from Edwar M. Haynes.	No. 4732 Chancery Circuit Court for Somerset County, Maryland

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 28th day of October, 1935, 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 26th day of October, 1935.

The Report states the amount of Sales to be $4000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the second day of November in the year nineteen hundred thirty-five, 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 Edward M. Haynes.	No. 4732 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This second day of November, 1935 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.

James M. Crockett, 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 November being the fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, 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 R. Lee Lankford and wife.	Be it remembered that heretofore to wit, on the fourteenth day of November in the year nineteen hundred thirty-five, 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 Bank of Marion by a certain R. Lee Lankford and wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 19 day of June in the year nineteen hundred and thirty-one, by R. Lee Lankford and Anna V. Lankford, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, Witnesseth:

Whereas the said mortgagors are indebted to the "Bank of Marion", a body corporate, hereinafter called the mortgagee, in the sum of Nineteen Hundred Dollars for money advanced and paid by the said mortgagee for the mortgagors as the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said mortgagors for said sum, dated evenly herewith, payable to the said mortgagee 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 R. Lee Lankford and Anna V. Lankford, his wife, do grant and convey to the said Bank of Marion, its successors and assigns, all that farm or tract of land in Quindocqua Neighborhood, in Brinkley's District, in Somerset County, Maryland, containing nineteen acres, more or less, which was conveyed to the said R. Lee Lankford and Anna V. Lankford, his wife, as tenants by the entireties, in fee simple, by H. Fillmore Lankford, Trustee, and W. Rowe Whittington, and R. Brice Whittington and wife, by deed dated the 26th day of May, 1931, not yet delivered, but intended to be delivered cotemporaneously with this mortgage, and composed of the parcel of land which was conveyed to Warren L. Lankford, now deceased, by William J. Adams and Sallie J. Adams, his wife, by deed dated the 11th day of February, 1891, recorded among the land records of said county in Liber H.F.L. No. 8, folio 627 etc, and the parcel of land which was conveyed to the said Warren L. Lankford by the A. E. Tull Oyster Company by deed dated the 16th day of June, 1910, recorded among said records in Liber S.F.D. No. 54, folio 444 etc, being the property upon which the said Warren L. Lankford resided in his lifetime, adjoining the lands of John B. Williams, and the lands of Walter Wilson and Elijah Wilson; and special reference is

hereby made to said deeds and to all the references in said deeds contained, for full and particular description of the lands hereby conveyed,

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages 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, its successors 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, its successors or assigns, or H. Fillmore Lankford, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having

jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least ----- 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.

R. Lee Lankford (Seal)

Test: Aurelia B. Lawson

Anna V. Lankford (Seal)

State of Maryland, Somerset County, to-wit:

I hereby certify, That on this 19 day of June, 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, personally appeared R. Lee Lankford and Anna V. Lankford, 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 Edward R. Coulbourne, 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 Bank of Marion, 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

Aurelia B. Lawson, Notary Public.

Received for Record 20th June, 1931 and recorded in Liber G.W.L. No. 98 Folio 588 one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received and for the purpose of foreclosure, The Bank of Marion, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers.

Witness the signature of said Bank of Marion by Harding P. Tull, its Vice-President, and the corporate seal thereof this ----- day of November, 1935.

BANK OF MARION,

Witness:E. R. Coulbourne.

By: Harding P. Tull, Vice-President.

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, as principal, and R. B. Whittington and Edward R. Coulbourne as sureties, all of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars, to be paid to the said State, or to 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 thirteenth day of November, nineteen hundred and thirty-five.

Whereas the above bounden, George H. Myers, as Assignee of a certain mortgage executed by R. Lee Lankford and wife, to Bank of Marion, dated June nineteenth, nineteen hundred and thirty-one, and recorded among the land records of Somerset County, Maryland, in Liber G.W.L. No. 98, folio 588, 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.

M. Edna Barnes	Geo. H. Myers (Seal)
Elva W. Dryden	Edward R. Coulbourne (Seal)
Elva W. Dryden	R. B. Whittington (Seal)
Witnesses.	

Which said bond was thus thereon endorsed, to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of December in the year nineteen hundred thirty-five, 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 R. Lee Lankford and wife.	No. 4768 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 R. Lee Lankford and wife to Bank of Marion and dated June 19, 1931 and recorded among the Land Records of said Somerset County in Liber ---- No. 98 folio 588, 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, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times a weekly newspaper 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 Post Office at Marion, Maryland on the 7th day of December in the year nineteen

hundred and thirty five at 2:30 o'clock P.M., and then and there proceed to sell said property, to-wit: All that farm or tract of land situate in Quindocqua neighborhood in Brinkley's Election District in said County, containing nineteen acres, more or less, whereon Warren L. Lankford resided in his life time, adjoining the land owned or recently owned by John B. Williams, Walter Wilson, Elijah Wilson and others, and being the same and all of the land which was conveyed to the said R. Lee Lankford and wife, by deed from H. Fillmore Lankford, Trustee, et al., dated May 26, 1931, and recorded among the land records of said Somerset County in Liber No. 101, folio 261, et seq.

And sold the same to Bank of Marion, a body corporate under the laws of the State of Maryland it being then and there the highest bidder therefor, at the sum of Seven Hundred twenty-five Dollars and the said purchaser has complied with the terms of sale, and the said Assignee has distributed said purchase price as follows:

To J. Millard Tawes, Clerk's fees	$11.00
" Crisfield Times, Advertising sale and order nisi	16.00
" Edwin B. Muir, Auctioneer	2.00
" Carlos Bozman, State and county taxes	93.46
" Assignee, Solicitor's fee and commission	64.75
Balance to Bank of Marion, account of mortgage debt and interest	537.79
	$725.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this ---- day of December nineteen hundred and thirty five 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 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 R. Lee Lankford and wife.	No. 4768 Chancery Circuit Court for Somerset County, Maryland

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 9th day of January, 1936, Provided, a copy of this order be inserted in some weekly newspaper printed in said Somerset County, once in each of three successive weeks before the 8th day of January, 1936.

The report states the amount of sales to be $725.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighteenth day of January in the year nineteen hundred thirty-six 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 R. Lee Lankford and wife.	No. 4768 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This eighteenth day of January, 1936, 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.

James. M. Crockett, 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.

****

George H. Myers, Assignee, Ex parte under power in mortgage from Laura H. Maddox, et al.	Be it remembered that heretofore to wit, on the eight day of October in the year nineteen hundred thirty-five, 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 Fred T. Ford and Harry B. Miles by a certain Laura H. Maddox and William E. Maddox and 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 March in the year nineteen hundred and thirty one, by Laura H. Maddox, and by William E. Maddox, and Ethel Maddox, his wife, all of Somerset County, Maryland, Witnesseth:

Whereas, by deed of partition of the property of Dan'l J. Maddox, decd. the hereinafter two lots of land were conveyed unto Laura H. Maddox, Sarah E. Maddox and Clara U. Maddox, three of the heirs of said Dan'l J. Maddox, decd. by deed from Robt. F. Maddox, et als, the remaing heirs, &c. dated October 6th 1881, and recorded in Liber H.F.L. No. 10, Folios 379, etc. and

Whereas, the said Clara U. Maddox departed this life leaving her interest in said land to her sister, the said Sarah E. Maddox, by Will dated December 31st, 1915, and recorded among the Wills records of Somerset County, in Liber T.D. No. 21, Folio 467, and,

Whereas, the said Sarah E. Maddox departed this life leaving the said property, in a foint will made by herself and the said Laura H. Maddox, to their brother, the said William E. Maddox, which said joint will is dated March 8th, 1927, and recorded in Wills records F.E.D. No. 33, Folio -----, and,

Whereas, at the time of the death of said Sarah E. Maddpx, the said land hereinafter described, was and is responsible for an indebtedness of the said Sarah E. Maddox and Laura H. Maddox on their joint judgment note to Fred T. Ford for an amount aggregating $333.31, for a store acct. and expenses, and to Harry B. Miles in the amount of $135.00 for funeral expenses for the said Sarah, which said indebtedness of Four Hundred and Sixty Eight Dollars and Thirty One Cents ($468.31) in all, is hereby assumed by said survivor, Laura H. Maddox and by the said legatee, Wm. E. Maddox, and Ethel Maddox, his wife, in order to save the said land from being sold at once to pay said indebtedness, Therefore, we, the said Laura H. Maddox, William E. Maddox and Ethel Maddox, his wife, acknowledge

ourselves to be indebted unto the said Fred T. Ford and Harry B. Miles in the full and just sum of Four Hundred And Sixty Eight Dollars and Thirty One Cents ($468.31) aforesaid, for which sum we have given unto the said Fred T. Ford and Harry B. Miles, our bill obligatory, of even date herewith, payable to the said Fred T. Ford and Harry B. Miles, their personal representatives and 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.

Now, Therefore, This Mortgage Witnesseth, That for and in consideration of the premises and of the sum of one dollar, the said Laura H. Maddox and the said William E. Maddox and Ethel Maddox, his wife, to hereby grant and convey unto the said Fred T. Ford and Harry B. Miles, their heirs and assigns all those two lots, tracts and parcels of land, mentioned above and situate lying and being in Fairmount District, Somerset County, Maryland, and further described as follows:

Lot No. 1, (of arable land) Beginning for the same at a stone bounder by the private lane and at the south East corner of Joseph G. Maddox arable land thence running north 25° W. 54 perches to a road running by the marsh thence by and with said road the following courses N 85° 30' E 54 perches thence N. 45° E 6 perches N 63° E 4 perches thence south 83° E 6 perches thence S. 23° 45' E 14 perches to a stone bounder by the lead ditch and corner of W. E. Maddox's land thence by and with said W. E. Maddox land the following courses S 29° 30' W 14 perches thence S. 47° W. 12 perches thence S. 26° 30' W 10 perches thence S. 61° W 31½ perches and on to the place of beginning containing 14½ acres.

Lot No. 2 Woodland. Beginning for the same at a stone bounder near the edge of a woods where W. E. Maddox's land joins D. J. Ballards land thence running S. 34° 45' W 52 perches by and with D. J. Ballards land thence by and with said D. J. Ballard's land S. 7° 45' W 61¼ perches to a stone bounder at the corner of the said D. J. Ballards and D. J. Maddox wood land thence running by and with the said Daniel J. Maddox's wood land N. 20° 15' W 65 perches to the land of R. F. Maddox thence by and with the said R. F. Maddox land N. 62° E 32½ perches to the road thence with said road N. 12° 30' W 9 perches to a ditch at the corner of W. E. Maddox arable land thence by and with said W. E. Maddox land the following courses N/ 69° E 8 perches thence N/ 51° 15' E 9¼ perches thence N. 44° E 12 perch thence N. 59° E 12 perch thence S. 24° 30' E 3 3/8 perch to the place of beginning containing 10 3/8 acres. The two lots together containing 24 7/8 acres of land more or less.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Laura H. Maddox; and William E. Maddox and Ethel Maddox, 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 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 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: H. Clary Tull, as to Wm. E. Maddox & Wife. — W. E. Maddox (Seal) Ethel L. Maddox (Seal)

Test: Vernon E. White, as to Laura H. Maddox. — Laura H. Maddox (Seal)

State of Maryland, Somerset County to wit:

I hereby certify, That on this 9th day of March in the year nineteen hundred and Thirty One, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared William E. Maddox and Ethel Maddox, his wife, two of the mortgagors herein named in the foregoing mortgage and each respectively acknowledged the foregoing mortgage to be their respeceive act and deed; and at the same time and place also personally appeared before me Fred T. Ford and Harry B. Milesss, the mortgagees, herein and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth,

Acknowledged and sworn before me,

H. Clary Tull, Justice of the Peace

State of Maryland, Somerset County, To-Wit:

I hereby certify that on this 13th day of March in the year, 1931, before the subscriber, a Notary public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared, Laura H. Maddox, one of the mortgagors named in the above mortgage, and acknowledged the above and foregoing mortgage to be her act and deed.

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

SEAL OF NOTARY — Vernon E. White, Notary Public.

Received for Record March 13, 1931 and recorded in Liber G.W.L. No. 98 Folio 534 one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received, we hereby assign all our respective interests in the within and foregoing mortgage to W. Clyde Ford.

Witness our hands and seals this 7th day of April, nineteen hundred and thirty-two.

Fred T. Ford (Seal)

Witness: H. F. Lankford — Harry B. Miles (Seal)

Filed for record April 12, 1932 and recorded in Liber G.W.L. No. 98, Folio 535.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received and for the purpose of foreclosure, I hereby assign the within and the foregoing mortgage to Geo. H. Myers of Somerset County, Md.

Witness my hand and seal the 5th of October 1935.

Wit: John T. Ford. — W. Clyde Ford (Seal)

Filed for record Oct. 8, 1935 and recorded in Liber J.M.T. No. 110 Folio 42.

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 W. Clyde Ford, of said County, as surety, are held and firmly

bound unto the State of Maryland, in the full and just sum of one thousand dollars, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this fifth day of October, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, as assignee of a mortgage from Laura H. Maddox and others to Harry B. Miles, et al., dated March ninth, nineteen hundred and thirty-one, and recorded among the land records of Somerset County, Maryland, in Liber No. 98, folio 534, 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.

Witness: M. Edna Barnes — Geo. H. Myers (Seal)

J. R. Richards — W. Clyde Ford (Seal)

Which said bond was thus thereon endorsed, to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of November in the year nineteen hundred thirty-five, 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 Laura H. Maddox, et al.	No. 4753 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 Laura H. Maddox, et al to Fred T. Ford, et al and dated March 9, 1931 and recorded among the Land Records of said Somerset County in Liber No. 98 folio 534, 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 Eastern Shore Republican a paper published in Somerset County once a week for three successive weeks before the day of sale he did pursuant to said notice attend at the Court House Door in Princess Anne, Maryland on the fifth day of November in the year nineteen hundred and thirty-five at 2:00 o'clock P.M. and then and there proceed to sell said property, to-wit: All the following described lots or parcels of land

described in said mortgage situate in Fairmount Election District in said Somerset County, and more particularly described as follows:

Lot No. 1 (of arable land) Beginning for the same at a stone bounder by the private lane and at the South East Corner of Joseph G. Maddox arable land thence running North 25 degrees W. 54 perches to a road running by the marsh thence by and with said road the following courses N. 85 degrees 30' E. 54 perches thence N. 45 degrees E. 6 perches N. 63 degrees E. 4 perches thence south 83 degrees E. 6 perches thence S. 23 degrees 45 minutes E. 14 perches to a stone bounder by the lead ditch and corner of W. E. Maddox's land thence by and with said W. E. Maddox land the following courses S. 29 degrees 30 minutes W. 14 perches thence S. #47 degrees W. 12 perches thence S. 26 degrees 30 minutes W. 10 perches, thence S. 61 degrees W. 31½ perches and on to the place of beginning containing 14½ acres.

Lot No. 2. Woodland. Beginning for the same at a stone bounder near the edge of a woods where W. E. Maddox's land joins D. J. Ballards land thence running S. 34 degrees 45 minutes W. 52 perches by and with D. J. Ballards land thence by and with said D. J. Ballards S. 7 degrees 45 minutes W. 61¼ perches to a stone bounder at the corner of the said D. J. Ballards and D. J. Maddox woodland, thence running by and with the said Daniel J. Maddox's woodland N. 20 degrees 15 minutes W. 65 perches to the land of R. F. Maddox, thence by and with the said R. F. Maddox land N. 62 degrees E. 32½ perches to the road thence with said road N. 12 degrees 30 minutes W. 9 perches to a ditch at the corner of W. E. Maddox arable land thence by and with said W. E. Maddox land the following courses N. 69 degrees E. 8 perches, thence N. 51 degrees 15 minutes, E. 9¼ perches thence N. 44 degrees E. 12 perches thence N. 59 degrees E. 12 perches thence S. 24 degrees 30 minutes E 3 3/8 perches to the place of beginning containing 10 3/8 acres; the two lots together containing 24 7/8 acres of land, more or less; also all the marsh land used in connection with the aforesaid high land, said marsh containing about fifty acres, more or less, and having been in the use and possession of the said mortgagors and those under whom they claim for more than forty years.

And sold the same to W. Clyde Ford, of Somerset County, Maryland 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 said Assignee has distributed the said proceeds as follows:

To Eastern Shore Republican Advertising and order nisi	$29.50
" Carlos Bozman, Treasurer, State and County taxes	22.15
" J. Millard Tawes, Clerk's fees	13.00
" Edwin B. Muir, Auctioneer	2.00
" George H. Myers, commissions	35.00
Balance to W. Clyde Ford, on account of mortgage debt.	398.35
Total----------	$500.00

Respectfully submitted,

Geo. H. Myers, Assignee & Trustee

State of Maryland, Somerset County, Sct:

On this 7th day of November nineteen hundred and thirty-five 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 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:

George H. Myers, Assignee, Ex parte under power in mortgage from Laura H. Maddox, et al.	No. 4753 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the Sale of the property mentioned in these proceedings and the distribution of the process 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 seventh day of December, 1935 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 sixth day of December 1935.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the eleventh day of December in the year nineteen hundred thirty-five, 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 Laura H. Maddox, et al.	No. 4753 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This eleventh day of December, 1935, that the sale and distribution of proceeds thereof made and reported by the Assignee and Trustee aforesaid be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause.

James M. Crockett, 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.

Edgar A. Jones, Assignee, Ex Parte, under power in a mortgage from Samuel G. Taylor and Elizabeth Taylor, his wife, to Bettie Powell Adams.	Be it remembered that heretofore to wit, on the eleventh day of October in the year nineteen hundred thirty-five, 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 Bettie Powell Adams by a certain Samuel G. Taylor and Elizabeth Taylor, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 10th day of December in the year nineteen hundred and twenty three by us Samuel G. Taylor and Elizabeth Taylor, his wife, of Somerset County, Maryland, witnesseth, That for and in consideration of the sum of Twelve Hundred and Fifty Dollars ($1250.00) now owing from us the said Samuel G. Taylor and Elizabeth Taylor, his wife, to Bettie Powell Adams of Somerset County, Maryland, as evidenced by the joint bill obligatory of the said Samuel G. Taylor and Elizabeth Taylor, his wife, to the said

Bettie Powell Adams for the said principal sum of Twelve Hundred and Fifty Dollars with interest thereon from the date thereof payable annually thereon from the date thereof and bearing even date herewith, the whole principal sum payable Five years from the date thereof, do grant and hereby convey unto the said Bettie Powell Adams all that farm or tract or tracts, parcel or parcels of land lying and being situate partly on the East and partly on the West side of the County Road leading from Princess Anne to Salisbury and in East Princess Anne Election District in Somerset County, Maryland, and adjoining the lands of Otis Hayman and Allen Benjamin on the North and East and the lands of Alexander Pollitt, John Hayman, David J. Ward and B. Frank Kennedy on the south and the lands of Littleton Hayman and Lee Porter and the aforesaid County Road on the West, and containing 93 acres of land more or less, and being the same and all the land which was conveyed unto the said Samuel G. Taylor by Warner Ames and Richard Randolph North and wife by deed bearing date on the 14th day of July 1919, and to which said deed and all the recitals therein contained and duly recorded among the Land Records of Somerset County, Maryland in Liber W.J.S. No. 78 Folio 466 et seq. reference is here made for a more full and particular description of the Land and premises hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages 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 Mortgagors shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

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 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 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

Samuel G. Taylor (Seal)

Elizabeth Taylor (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 10th day of December in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Samuel G. Taylor and Elizabeth Taylor, 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 Bettie Powell Adams, 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.

Received for Record Dec. 10, 1923 and recorded in Liber W.J.S. No. 88 Folio 272 &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.

As witness my hand and Seal this 11th day of October, 1935.

Witness: Benjamin L. Barnes. Bettie Powell Adams (Seal)

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, Bettie Powell Adams and W. T. Holland, all of Somerset County, State of Maryland, are held and firmly bound unto the said 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 severall, firmly by these presents, sealed with our seals and dated this 10th day of October, in the year Nineteen hundred and thirty five.

Whereas by a mortgage dated December 10th, 1923, recorded among the land records of Somerset County, in Liber W.J.S. No. 88, folio 272 & etc Samuel G. Taylor and Elizabeth Taylor, his wife, conveyed to Bettie Powell Adams certain real estate in said Somerset County to secure to payment of the sum therein mentioned: and whereas by assignment dated October 11th, 1935 the said Bettie Powell Adams assigned said mortgage to the said 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 and order or decree which shall be made by any Court in 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.

Edgar A. Jones (Seal)
Bettie Powell Adams (Seal)
W. T. Holland (Seal)

Witness: Benjamin L. Barnes

Which said bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of November in the year nineteen hundred thirty-five, 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, Assignee, Ex Parte, under power in a mortgage from Samuel G. Taylor and Elizabeth Taylor, his wife, to Bettie Powell Adams.	No. 4758 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sales of Edgar A. Jones, assignee of a certain mortgage made and executed by Samuel G. Taylor and Elizabeth Taylor, his wife, to Bettie Powell Adams, and dated December 10th, 1923, and recorded among the land records of Somerset County in Liber W.J.S. No. 88, folio 272 & etc, under and by virtue of a power of sale therein contained, default having been made in the payment of money secured by said mortgage or in the payment of interest thereon or in some other covenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to 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 performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than 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, 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 fifth day of November, 1935, at 2 o'clock P.M. and then and there proceed to sell the property described in said mortgage, to wit: All that farm or tract of land situate in East Princess Anne Election District, Somerset County, Maryland, on both sides of the County road leading from Princess Anne to Salisbury, adjoining the lands owned or formerly owned by Otis Hayman, Alexander Pollitt, John Hayman, Littleton Hayman, Lee Porter and others, and containing ninety three acres, more or less, being the same land which was conveyed to the said Samuel G. Taylor by Warner Ames, Trustee, et al, by deed dated July 14, 1919 and recorded among the land records of Somerset County in Liber No. 78, folio 466, and sold the same to Bettie Powell Adams at and for the sum of eleven hundred and fifty dollars, she being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale, and your assignee has distributed the proceeds of said sale as follows:

Total sales			$1150.00
To Carlos Bozman, Collector State and County taxes for the years 1932, 1933, 1934 and 1935		$186.47	
To Clerk of the Circuit Court for costs		21.00	
To Somerset News, advertising and order Nisi		20.25	
To Edwin B. Muir, auctioneer		2.00	
To Assignee for his commissions		81.00	
Balance to be credited on mortgage debt.		839.28	$1150.00
Total mortgage debt, principal	$1250.00		
interest	150.00		
	$1400.00		
Less credit by sale	839.28		
Balance due.	$560.72		

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 6th day of November, in the year Nineteen hundred and thirty five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, State of Maryland, Assignee named in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones, Assignee, Ex Parte under power in a mortgage from Samuel G. Taylor and Elizabeth Taylor, his wife, to Bettie Powell Adams.	No. 4758 Chancery Circuit Court for Somerset County, Maryland

Ordered this 6th day of November, Nineteen hundred and thirty five that the sale of the property mentioned in these proceedings made and reported by Edgar A. Jones, Assignee aforesaid, and the distribution of the proceeds by him reported, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of December, 1935, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 6th day of December, 1935.

The report states the amount of sales to be $1150.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eleventh day of December in the year nineteen hundred thirty-five, 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, Assignee, Ex Parte, under power in a mortgage from Samuel G. Taylor and Elizabeth Taylor, his wife, to Bettie Powell Adams.	No. 4758 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County this 11th day of December, 1935, that the sale made and reported by Edgar A. Jones, Assignee aforesaid, and the distribution of the proceeds by him reported, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the order nisi passed in said cause.

James M. Crockett, 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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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 George M. Ritzel and Laura Ritzel, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns, all that lot or parcel of land in Westover Election District, in Somerset County, in the State of Maryland, which was conveyed to the said George M. Ritzel by H. Fillmore Lankford, attorney, and the Bank of Somerset by deed dated the 3rd day of Mary, 1920, recorded among the land records of said county in Liber W.J.S. No. 80, folio 425 etc, and also being the same and all the land which was conveyed to George M. Ritzel and wife by Henry F. Barnes and wife by deed dated the 4th day of January, 1917, recorded among said records in Liber W.J.S. No. 71, folio 437 etc, together with all the easements and rights of way mentioned, described and conveyed in said deeds, the land hereby conveyed lying and being at Kings Creek, on the New York, Philadelphia and Norfolk Rail Road, and reference is hereby made to said deeds for full and accurate description of the lands, easements and rights of way hereby conveyed.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said George M. Ritzel and Laura Ritzel 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 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 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: Samuel H. Sudler

George M. Ritzel (Seal)
Laura Ritzel (Seal)

State of Maryland, Somerset County to wit:

I hereby certify, That on this 1st day of November, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared George M. Ritzel and Laura Ritzel, 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 Nov. 1, 1923 and recorded in Liber W.J.S. No. 88, Folio 224 &c one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

For value received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness, the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET
Princess Anne, Md.

Attest: S. H. Sudler, Cashier

By: Wm. B. Spiva, President.

CORPORATE
SEAL

Filed for Record 13th Sept. 1934 and recorded in Liber W.J.S. No. 88 Folio 224.

Test: J. Millard Tawes, Clerk

ASSIGNMENT

For value received, and for the purpose of foreclosure The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland, hereby assigns the within and aforegoing mortgage to George H. Myers of Somerset County, Maryland.

Witness the signature of the said The Somerset Mortgage and Certificates Corporation by William B. Spiva, its Vice-President, and the corporate seal thereof, this ---- day of October, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE AND
CERTIFICATES CORPORATION

Witness: Eunice Pilchard

By: Wm. B. Spiva, Vice-President.

CORPORATE
SEAL

Filed for Record 4th Oct. 1935 and recorded in Liber W.J.S. No. 88 Folio 224.

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 William B. Spiva, of said County, as 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 or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this fourth day of October, nineteen hundred and thirty-five.

Whereas, the above bounden, George H. Myers, as Assignee of a mortgage from George M. Ritzel and wife to Bank of Somerset, dated November first, nineteen hundred and twenty-three, and recorded among the land records of Somerset County, Maryland, in Liber No. 88, folio 224 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 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.

Geo. H. Myers (Seal)

Witness: Eunice Pilchard

Wm. B. Spiva (Seal)

Which said bond was thus thereon endorsed to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of November in the year nineteen hundred thirty-five, 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 George M. Ritzel and wife.	No. 4751 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 George M. Ritzel and wife to Bank of Somerset and dated November 1, 1923 and recorded among the Land Records of Somerset County in Liber W.J.S. No. 88 folio 224, 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 Marylander and Herald a newspaper published in Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland on the fifth day of November in the year nineteen hundred and thirty-five at two o'clock P.M. and then and there proceed to sell said property, to-wit: All that lot or parcel of land in said mortgage described, situate at Kings Creek Station in Westover Election District in said Somerset County, lying and binding on the west side of the new State road leading from Princess Anne to Westover, adjoining the land of Henry F. Barnes and being the same land and premises conveyed to the said George M. Ritzel and wife, by deed from the said Henry F. Barnes and wife, dated January 4, 1917, and recorded among the land records of said Somerset County in Liber No. 71, folio 437, et seq., together with the rights of way and all other easements mentioned designated and granted in said deed.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland, it being then and there the highest bidder therefor, at the sum of Fifteen 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:

To Carlos Bozman, State and County taxes overdue	$142.00
" J. Millard Tawes, Clerks charges	11.00

To Edwin B. Muir, Auctioneer	$2.00
Marylander and Herald, advertising and order nisi	17.50
George H. Myers, on account of Solicitor's fee and commissions	60.00
Balance due The Somerset Mortgage and Certificates Corporation on account of mortgage debt	1267.50
TOTAL----------	$1500.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this 6th day of November nineteen hundred and thirty-five 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 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:

George H. Myers, Assignee Ex parte under power in mortgage from George M. Ritzel and wife.	No. 4751 Chancery Circuit Court for Somerset County, Maryland

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 6th day of December 1935 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 5th day of December 1935.

The Report states the amount of Sales to be $1500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirty-first day of December in the year nineteen hundred thirty-five, 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 George M. Ritzel and wife.	No. 4751 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This thirty-first day of December, 1935 that the sale and distribution of proceeds made and reported by the Trustee aforesaid be and the same ---- hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order Nisi passed in said cause.

James M. Crockett, 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.

"""

George H. Myers, Assignee, Ex parte under power in mortgage from Annie M. Reese and William T. Reese, her husband.	Be it remembered that heretofore to wit, on the nineteenth day of October in the year nineteen hundred thirty-five, 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 Bank of Somerset by a certain William T. Reese and Annie M. Reese, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 26th day of August, in the year nineteen hundred and nineteen, by William T. Reese and Annie M. Reese, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Annie M. Reese is indebted to the "Bank of Somerset", a body corporate, in the sum of Two Thousand Dollars for money advanced by the said Bank of Somerset for the said Annie M. Reese ------ to pay 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 T. Reese and Annie M. Reese for said sum of Two Thousand Dollars, 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 William T. Reese and Annie M. Reese, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns, all those lots or parcels of land in Saint Peters District, Somerset County, Maryland, which were conveyed to the said Annie M. Reese by Carl J. Fisch and Rosa L. Fisch, his wife, by deed dated the 26th day of August, 1919, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, and described as follows:

First: All that lot or parcel of land which was conveyed to the said Carl J. Fisch and Rosa L. Fisch by George Z. McDorman and wife by deed dated the 12th day of December, 1916, recorded among the land records of said county.

Second: All those lots or parcels of land, being all the lands which were conveyed to the said Carl J. Fisch and Rosa L. Fisch by James A. Phoebus and wife by deed dated the 14th day of April, 1906, duly recorded among said records, except so much thereof as has been conveyed by the said Carl J. Fisch and wife to John Littleton Lloyd by deed dated the 17th day of May, 1919, duly recorded among said records; to all of which said deeds 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 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 William T. Reese and Annie M. Reese 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 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 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 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: J. Frank Miles

Wm. T. Reese (Seal)
Annie M. Reese (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of August, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared William T. Reese and Annie M. Reese, his wife, the mortgagors named in the foregoing mortgage and severally acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Vice-President and agent of the Bank of Somerset, the mortgagee, and that he is authorized to make this affidavit.

J. Frank Miles, J. P.

Received for Record Aug. 26, 1919 and recorded in Liber W.J.S. No. 76 Folio 126 &c one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk

ASSIGNMENT

For value received, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

Witness the signature of the Bank of Somerset, by its President attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET
Princess Anne, Md.

Attest: S. H. Sudler, Cashier

By: Wm. B. Spiva, President.

CORPORATE
SEAL

Filed for Record 13th Sept. 1934 and recorded in Liber W.J.S. No. 76 Folio 126.

Test: J. Millard Tawes, Clerk

ASSIGNMENT

For Value Received, and for the purpose of foreclosure, The Somerset Mortgage and Certificates Corporation, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers, of said Somerset County.

Witness the signature of The Somerset Mortgage and Certificates Corporation by William B. Spiva, its Vice-President, and the corporate seal thereof, this nineteenth day of October, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE AND
CERTIFICATES CORPORATION

Attest: J. A. Powell

By: Wm. B. Spiva, Vice-President.

CORPORATE
SEAL

Filed for Record Oct. 19, 1935 and recorded in Liber W.J.S. No. 76 Folio 126.

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 William B. Spiva, of said Somerset County, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars, to be paid to said State or to 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 nineteenth day of October, nineteen hundred and thirty-five.

Whereas the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Annie M. Reese and William T. Reese her husband, to Bank of Somerset, dated August 26th, 1919, and recorded among the land records of Somerset County, Maryland, in Liber No. 76, folio 126, 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.

Geo. H. Myers (Seal)

Witness: J. A. Powell

Wm. B. Spiva (Seal)

Which said bond was thus thereon endorsed, to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-fifth day of November in the year nineteen hundred thirty-five, 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 Annie M. Reese and William T. Reese, her husband.	No. 4760 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 Annie M. Reese and William T. Reese, her husband to Bank of Somerset and dated August 26th, 1919 and recorded among the Land Records of said Somerset County in Liber No. 76 folio 126, 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, 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 weekly newspaper 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 nineteenth day

of November, in the year nineteen hundred and thirty-five at 2:00 o'clock P.M., and then and there proceed to sell said property, to-wit: All those lots or parcels of land in St. Peter's Election District, in said Somerset County, located on the south side of the county road leading through the village of Venton, or Habnab, and on the north side of the State road leading from Princess Anne to Deals Island, which was conveyed to the said Annie M. Reese by Carl J. Fisch and Rosa L. Fisch, his wife, by deed dated the 26th day of August, 1919, and described as follows:

First: All that lot or parcel of land which was conveyed to the said Carl J. Fisch and Rosa L. Fisch by George Z. McDorman and wife by deed dated the 12th day of December, 1916, recorded among the land records of said county.

Second: All those lots or parcels of land, being all the lands which were conveyed to the said Carl J. Fisch and Rosa L. Fisch by James A. Phoebus and wife, by deed dated the 14th day of April, 1906, duly recorded among said records, except so much thereof as had been conveyed by the said Carl J. Fisch and wife to John Littleton Lloyd by deed dated the 17th day of May, 1919, duly recorded among said records.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, under the laws of the State of Maryland it being then and there the highest bidder therefor, at the sum of One Thousand Dollars and the said purchaser has complied with the terms of sale, and said Assignee has distributed the proceeds of said sale, as follows:

To Somerset News, advertising and order nisi	$20.00
" J. Millard Tawes, Clerk's charges	11.00
" Edwin B. Muir, auctioneer	2.00
" Assignee on account of Solicitor's fee and commission	45.00
Balance to Somerset Mortgage and Certificates Corporation on account of Mortgage Debt.	922.00
TOTAL----------	$1000.00

Respectfully submitted,

Geo. H. Myers.

State of Maryland, Somerset County, Sct:

On this 25th day of November nineteen hundred and thirty three 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 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 Annie M. Reese and William T. Reese, her husband.	No. 4760 Chancery Circuit Court for Somerset County, Maryland

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 26th day of December 1935, Provided, a copy of this order be inserted in some weekly news-

paper printed in said Somerset County, once in each of three successive weeks before the 24th day of December, 1935.

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 December in the year nineteen hundred thirty-five, comes again into Court here the said trustee 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 Annie M. Reese and William T. Reese, her husband.	No. 4760 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This thirty-first day of December, 1935, 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.

James M. Crockett, 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 January being the sixth day of the same month, in the year of our Lord one thousand nine hundred and thirty-six.

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, Esq., Sheriff. J. Millard Tawes, Clerk.

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

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George H. Myers, Assignee, Ex parte, under power in mortgage from Otho C. Griffith and wife.	Be it remembered that heretofore to wit, on the seventh day of November in the year nineteen hundred thirty-five, 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 William G. Lankford by Otho C. Griffith and Elsie A. Griffith, his wife, of said county and state, which copy of mortgage is in the words following, to wit:

This Mortgage, Made this fifth day of January in the year nineteen hundred and twenty-two by Otho C. Griffith and Elsie A. Griffith, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Otho and Elsie are indebted to William G. Lankford, of said County and State, in the sum of Twenty-Five Hundred Dollars, which said sum the said William G. Lankford has advanced and paid for the said Otho C. Griffith and Elsie A. Griffith as a part of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Otho C. Griffith and Elsie A. Griffith for said sum, dated evenly herewith, payable to the said William G. Lankford one year after date, with interest from date, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Otho C. Griffith and Elsie A. Griffith, his wife, do grant and convey unto the said William G. Lankford, his heirs and assigns, all those lots or parcels of land in Brinkleys District, Somerset County, Maryland, which were conveyed to the said Otho C. Griffith and Elsie A. Griffith, his wife, by H. Ruthven Gochnour and Ola L. Gochnour, his wife, by deed dated evenly herewith, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, and being the same and all the land which was conveyed to the said H. Ruthven Gochnour by Edward L. Seltzer and Anna L. Seltzer, his wife by deed dated the 31st day of October, 1917, recorded among the land records of said county in Liber W.J.S. No. 73, folio 427, etc, to which said deeds and all the references in said deeds contained reference is hereby made for full and accurate description of the lands hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Otho C. Griffith and Ola L. Griffith do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or H. Fillmore Lankford, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the Payment of all claims of the said Mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least one thousand dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder,

and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Otho C. Griffith (Seal)

Test: Edgar A. Jones

Elsie A. Griffith (Seal)

State of Maryland, Somerset County, to wit:

I hereby Certify, That on this fifth day of January, in the year nineteen hundred and twenty-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Otho C. Griffith and Elsie A. Griffith, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent and attorney of William G. Lankford, the mortgagee in said mortgage, and that he is authorized to make this affidavit.

Edgar A. Jones, J. P.

Received for Record Feb. 7, 1922 and recorded in Liber W.J.S. No. 83 Folio 154 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 5th day of November, 1935.

Witness: R. V. Gladding. Wm. G. Lankford (Seal)

Filed for Record 7 Nov. 1935 and recorded in Liber W.J.S. No. 83, Folio 154.

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, as principal, and William G. Lankford, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars, to be paid to the said State or to its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this fifth day of November, nineteen hundred and thirty-five.

Whereas the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Otho C. Griffith and wife, to William G. Lankford, dated January fifth, nineteen hundred and twenty-two, and recorded among the land records of Somerset County, Maryland, in Liber No. 83, folio 154, 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.

M. Edna Barnes — Geo. H. Myers (Seal)

R. V. Gladding — Wm. G. Lankford (Seal)

Witnesses

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the third day of December in the year nineteen hundred thirty-five, 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 Otho C. Griffith and wife.	No. 4765 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 Otho C. Griffith and wife to William G. Lankford and dated January 5th, 1922 and recorded among the Land Records of said Somerset County in Liber No. 83 folio 154, 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, 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 weekly newspaper 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 at Princess Anne, Maryland on the third day of December in the year nineteen hundred and thirty-five at 2:00 o'clock P.M., and then and there proceed to sell said property, to-wit: All that farm in said mortgage described, situate in Brinkley's Election District in said Somerset County, on the south side of the county road leading over Marumsco Creek Bridge from Marion to Marumsco Post Office, also lying and binding on said Marumsco Creek, containing One Hundred Forty Acres, more or less, which was conveyed to the said Otho C. Griffith, by deed from H. Ruthven Gochnour and wife, dated January 5, 1922, and recorded among the land records of said Somerset County and being also the same land laid down on the plat and described by metes and bounds, courses and distances, in surveyor's certificate recorded with a deed to the said H. Ruthven Gochnour from Edward L. Seltzer and wife, dated October 31, 1917, and recorded as aforesaid in Liber No. 73, folio 427, et seq.

And sold the same to William G. Lankford he being then and there the highest bidder therefor, at the sum of Sixteen Hundred Dollars, and the said purchaser has complied with the terms of sale, and said Assignee has distributed said purchase price as follows:

J. Millard Tawes, Clerk's costs	$11.00
Advertising sale and order nisi, Somerset News	17.00
Edwin B. Muir, Auctioneer	2.00
Carlos Bozman, State and County taxes for 1935	26.97
Assignee for Solicitor's fee and commission	114.00
Balance to William G. Lankford on account of mortgage debt.	1429.03
	$1600.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this 3rd day of December nineteen hundred and thirty five 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 are true to the best of his knowledge and belief, and that the sale was fairly made.

J. Millard Tawes.

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 Otho C. Griffith and wife.	No. 4765 Chancery Circuit Court for Somerset County, Maryland

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 third day of January, 1936, 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 second day of January, 1936.

The report states the amount of sales to be $1600.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the sixth day of January in the year nineteen hundred thirty-six, comes again into Court here the said trustee 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 Otho C. Griffith and wife.	No. 4765 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court, This sixth day of January, 1936, 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.

James M. Crockett, 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

Harry C. Dashiell, Assignee, Ex parte under power in a mortgage from Charles G. Daniel to the Deals Island Bank.	Be it remembered that heretofore to wit, on the twenty-first day of June in the year nineteen hundred thirty-five, a certain Harry C. Dashiell 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 Deals Island Bank by a certain Charles G. Daniel of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 25th day of August, in the year nineteen hundred and twenty-four, by Charles G. Daniel, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Charles G. Daniel is indebted to the "Deals Island Bank", a body corporate, in the sum of three hundred and sixty-five dollars, which said indebtedness is evidenced by the bill obligatory of the said Charles G. Daniel for said sum of three hundred and sixty-five dollars, dated evenly herewith, payable to the said Deals Island Bank one year 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 Charles G. Daniel hereby grants and conveys to the said Deals Island Bank, its successors and assigns, all that lot or parcel of land on Deals Island, in Somerset County, in the State of Maryland, described as follows: All that lot or parcel of land which was conveyed to the said Charles G. Daniel by Stanley Hoffman and wife, Carroll Hoffman and wife, Daisy Bozman and husband, Ernest Hoffman and Raymond C. Hoffman and wife, by deed dated the 28th day of January, 1921, recorded among the land records in Liber W.J.S. No. 84, folio 197 etc, containing sixty-eight square poles of land, more or less; to which said deed and all the references in said deed contained reference is hereby made for full and accurate description of the land hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 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 Charles G. Daniel 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 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 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 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, 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: Geo. B. Horner Charles G. Daniel (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 25th day of August, 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 Charles G. Daniel, 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 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 he is the cashier and agent of the Deals Island Bank, mortgagee in said mortgage, and that he is authorized to make this affidavit.

Geo. B. Horner, J. P.

Received for Record 27 Augt. 1924 and recorded in Liber W.J.S. No. 88, Folio 516 &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 in Chancery Cause No. 4572 on June 15th. 1935, the Deals Island Bank hereby assigns the within and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Deals Island Bank. As witness the corporate seal of the said Deals Island Bank and the hand of William B. Spiva, the President of said bank, this 15th. day of June, 1935.

Wm. B. Spiva, President
of Deals Island Bank.

Test: Eunice Pilchard

CORPORATE
SEAL

Under authority of an order of the Circuit Court for Somerset County passed in Chancery Cause No. 4572 on June 15th. 1935, and as Receiver for the Deals Island Bank I hereby assign the within and aforegoing mortgage to Harry C. Dashiell for the purpose of foreclosure. As witness my hand and seal this 17 day of June, 1935.

John J. Ghingher (Seal)
Receiver for the Deals
Island Bank.

Test: Angela M. O'Neill

SEAL

Filed for Record 21st June, 1935 and recorded in Liber W.J.S. No. ---, folio ----.

Test: ----------, Clerk.

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

Know All Men By These Presents, that Harry C. Dashiell of Somerset County and State of Maryland, principal, and the American Surety Company of New York, a corporation created under the laws of the State of New York, surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of Five Hundred Dollars ($500.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th. day of June, nineteen hundred and thirty five.

Whereas the above bounden, Harry C. Dashiell, by virtue of the power contained in a mortgage from Charles G. Daniel to the Deals Island Bank, a body corporate, bearing date the 25th. day of August, nineteen hundred and twenty-four, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 88 folio 516 etc., and which said mortgage was duly assigned by said Deals Island Bank to John J. Ghingher, Receiver for

said Deals Island Bank, and by the said John J. Ghingher, Receiver aforesaid, was assigned to the said Harry C. Dashiell for the purpose of collection and foreclosure, is about to sell the land and premises in said mortgage described, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

Now the condition of the above obligation is such, that if the above bounden, Harry C. Dashiell, do and shall, well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the disposition of the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

As witness the hands and seals of the said Harry C. Dashiell and the corporate seal of the said surety company and the hand of Harry C. Dashiell, the attorney-in-fact for said corporation the day and year above written.

Harry C. Dashiell (Seal)

AMERICAN SURETY COMPANY OF NEW YORK,

Test: S. Frank Dashiell

By: Harry C. Dashiell

Attorney In Fact.

CORPORATE SEAL

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of July in the year nineteen hundred thirty-five, 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:

Harry C. Dashiell, Assignee Ex-parte Under power in a mortgage from Charles G. Daniel to the Deals Island Bank, assigned to John J. Ghingher, Receiver, and assigned by said Receiver for foreclosure.	No. 4701 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of sales of Harry C. Dashiell, Assignee of a certain mortgage, made and executed by Charles G. Daniel to the Deals Island Bank, and dated August 25, 1924, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 88 folio 516 etc., 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 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 after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald", a paper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills circulated in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in Somerset County, Maryland, on Tuesday, the sixteenth day of July, nineteen hundred and

thirty five, at or about the hour of 2 o'clock P.M. and then and there proceed to seel said real estate as follows:

All that lot or parcel of land, situate, lying and being in Deals Island Election District, in said Somerset County, State of Maryland, at Wenona, located on a road near the main County Road, adjoining the lands of Frank Abbott, Brinkley Taylor and R. Webster, whereon Herman Stine resides, and containing sixty eight square poles of land, more or less; and being the same land which was conveyed to Herman Stine and Priscilla Stine, his wife, by the said Charles G. Daniel, subject to the mortgage aforesaid to the said Deals Island Bank, by deed dated the 15th. day of May, nineteen hundred and twenty eight, and recorded among the Land Records of said Somerset County in Liber G.W.L. No. 96 folio 472 etc. and which said real estate is improved by a frame dwelling; and sold said real estate to John J. Ghingher, Receiver for the Deals Island Bank, he being then and there the highest and best bidder therefor, at and for the sum of Three Hundred and Fifteen Dollars ($315.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

And the said Assignee has distributed the proceeds of said sale as follows:

To J. Millard Tawes Clerk's costs	$11.00
" Somerset Pub. Co. Adv. sale and Order Nisi	25.00
" B. C. Dryden Auctioneer	3.00
" American Surety Co. Bond	10.00
" Carlos Bozman State & County taxes	18.22
" Harry C. Dashiell Solicitors fee and commissions as per chancery rule	35.20
" John J. Ghingher, Receiver for the Deals Island Bank, on account of mortgage debt and interest, the balance of proceeds	212.58
Total----------	$315.00

Respectfully submitted,

Harry C. Dashiell, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of July, nineteen hundred and thirty five, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Assignee named in the above report of sales and made oath in due form of law that the matters and things stated in the foregoing report and distribution are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Harry C. Dashiell, Assignee Ex-parte Under power in mortgage from Charles G. Daniel to Deals Island Bank, assigned to John J. Ghingher, receiver and assigned by said Receiver for foreclosure	No. 4701 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in these proceedings and the dis-

tribution of the proceeds thereof, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of August, 1935; 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 16th day of August, 1935.

The report states the amount of sales to be $315.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the eight day of January in the year nineteen hundred and thirty-six, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

Harry C. Dashiell, Assignee Ex-parte Under power in a mortgage from Charles G. Daniel to the Deals Island Bank, and assigned etc.	No. 4701 Chancery Circuit Court for Somerset County, Maryland

Ordered, by the Circuit Court for Somerset County, in Equity, this eighth day of January nineteen hundred and thirty six, that the sale and distribution of the proceeds thereof, made and reported by Harry C. Dashiell, Assignee 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.

James M. Crockett, Judge.

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

Per J. Millard Tawes, Clerk.

Harry C. Dashiell, Assignee, Ex-parte under power in a mortgage from Rufus H. Wright and Emma Wright, his wife, to the Deals Island Bank, assigned to John J. Ghingher, Receiver, etc.	Be it remembered that heretofore to wit, on the twenty-first day of June in the year nineteen hundred thirty-five, a certain Harry C. Dashiell, 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 Deals Island Bank by a certain Rufus H. Wright and Emma Wright, 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 July, in the year nineteen hundred and twenty-five, by Rufus H. Wright and Emma Wright, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Rufus and Emma have borrowed from the "Deals Island Bank" a body corporate, the sum of Five Hundred Dollars, for which said sum the said Rufus and Emma have executed and delivered to the said Deals Island Bank their bill obligatory, dated evenly herewith, payable to the said Deals Island Bank one year 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 Rufus H. Wright and Emma Wright, his wife, do grant and convey to the said Deals

Island Bank, its successors and assigns, all that lot or parcel of land situate, lying and being in Tangier Election District, in Somerset County, in the State of Maryland, containing one-half acre, more or less, which was conveyed to the said Rufus H. Wright by Mary Adeline Gale, Mary Virginia Curtis and William Thomas Curtis, her husband, by deed dated the 18th day of June, 1925, recorded among the land records of said Somerset County in Liber W.J.S. No. 92, folio 60 etc, it being the same and all the land which was conveyed to Alexander Howard and others by Rufus P. Jones and wife by deed dated the 3rd day of October, 1882, recorded among the land records of said county in Liber B.F.L. No. 5, folio 629 etc, 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.

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 Rufus H. Wright and Emma Wright do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or H. Fillmore Lankford, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and

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

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least six hundred dollars, and to cause the policy to be effect 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 and 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.

Rufus H. his X mark Wright (Seal)

Test: Geo. B. Horner, J. P. Emma Wright. (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this ---- day of 27th 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 Rufus H. Wright and Emma Wright, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and I further certify that the said mortgagors signed said mortgage in my presence, and that I witnessed their signature to the same.

Geo. B. Horner, J. P.

State of Maryland, Somerset County, towit:

I hereby certify that on this 30th day of July, 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. Spiva 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 President and agent of the Deals Island Bank, 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 Jul. 30, 1925 and recorded in Liber W.J.S. No. 89 Folio 218 &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, passed in No. 4572 Chancery, on June 15, 1935, the Deals Island Bank hereby assigns, the within and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Deals Island Bank. As witness the corporate seal of the said Deals Island Bank and the hand of William B. Spiva, the President of said bank. this 15th. day of June, nineteen hundred and thirty five.

Wm. B. Spiva, President

Test: Eunice Pilchard of said Deals Island Bank.

CORPORATE
SEAL

Under authority of an order of the Circuit Court for Somerset County, passed in No. 4572, on June 15th. 1935, and as Receiver for the Deals Island Bank, I hereby assign the within and aforegoing mortgage to Harry C. Dashiell for the purpose of foreclosure. As witness my hand and seal this 17 day of June, nineteen hundred and thirty five.

John J. Ghingher (Seal)

Receiver for the Deals Island Bank

Test: Angela M. O'Neill

SEAL

Filed for Record 21st June, 1935 and recorded in Liber W.J.S. No. 89 Folio 218.

Test: J. Millard Tawes, Clerk.

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

Know all men by these presents, that Harry C. Dashiell of Somerset County and State of Maryland, principal, and the American Surety Company of New York, a corporation created under the laws of the State of New York, surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of One Thousand Dollars ($1000.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th. day of June, nineteen hundred and thirty five.

Whereas the above bounden, Harry C. Dashiell, by virtue of the power contained in a mortgage from Rufus H. Wright and Emma Wright, his wife, to the Deals Island Bank, a body corporate, bearing date the 27th. day of July, nineteen hundred and twenty five, and recorded among the Land Records of Somerset County in Liber W.J.S. No. 89 folio 218 etc., and which said mortgage was duly assigned by said Deals Island Bank to John J. Ghingher, Receiver for said Deals Island Bank, and by the said John J. Ghingher, Receiver aforesaid, was assigned to the said Harry C. Dashiell for the purpose of collection and foreclosure, is about to sell the land and premises in said mortgage described, default having been made in the payment of the money as speciafied and in the conditions and covenants therein contained.

Now therefore the condition of the above obligation is such, that is the above bounden, Harry C. Dashiell, do and shall, well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged

property or the disposition of the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden Harry C. Dashiell has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney in-fact and its corporate seal to be affiexed hereto the day and year first hereinbefore written.

Harry C. Dashiell (Seal)
THE AMERICAN SURETY COMPANY OF NEW YORK,
By: Harry C. Dashiell,
Attorney-in-fact.

Test: S. Frank Dashiell

CORPORATE SEAL

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of July in the year nineteen hundred thirty-five, 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:

Harry C. Dashiell, Assignee, Ex-parte Under power in a mortgage from Rufus H. Wright and Emma Wright, his wife, to the Deals Island Bank, assigned to John J. Ghingher, Receiver, etc.,	No. 4702 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of sales of Harry C. Dashiell, Assignee of a certain mortgage, made and executed, by Rufus H. Wright and Emma Wright, his wife, to the Deals Island Bank, and dated July 27, 1925, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 89 folio 218 etc. 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 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 after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander & Herald", a paper published in said Somerset County, once a week for three successive weeks before the day of sale, and by hand bills circulated in said County, he did pursuant to said notice, attend at the Court House door, in Princess Anne, in Somerset County, Maryland, on Tuesday, the sixteenth day of July, nineteen hundred and thirty five, at or about the hour of 2 o'clock P.M. and then and there proceed to sell said real estate, to wit:

All that lot or parcel of land, situate, lying and being in Tangier Election District, in said Somerset County and State of Maryland, bounded on the north by the property of the Colored Methodist Episcopal Church, at Rock Creek, on the east by the land of Adeline Gale, on the south by the land of Washington McBride and on the west by the land of Sandy and George Jones, and containing one-half of an acre, more or less; and being the same land which was conveyed unto the said Rufus H. Wright by Adeline Gale and others by deed dated the 18th. day of June, 1925, and recorded among the land records of said Somerset

County in Liber W.J.S. No. 92, folio 60 etc. and which said property is improved by a frame dwelling; and sold said real estate to John J. Ghingher, Receiver for the Deals Island Bank, be being then and there the highest bidder therefor at and for the sum of Four Hundred and Fifty Dollars ($450.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

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

To J. Millard Tawes,	Clerk's costs	$11.00
" American Surety Co.	Bond	10.00
" Bernie C. Dryden	Auctioneer	3.00
" Somerset Pub. Co.	Adv. sale and Order Nisi	25.00
" Carlos Bozman	State and County taxes	39.54
" Harry C. Dashiell	Solicitor fee and commissions as per rule of chanery court	45.50
" John J. Ghingher, Receiver for the Deals Island Bank, on account of mortgage debt and interest, balance of proceeds		315.96
	Total----------	$450.00

Respectfully submitted,

Harry C. Dashiell, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of July, 1935, before me the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Assignee named in the above report of sales and made oath in due form of law that the matters and things stated in the foregoing report and distribution are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Harry C. Dashiell, Assignee, Ex-parte Under power in a mortgage from Rufus H. Wright and Emma Wright, his wife to Deals Island Bank, assigned to John J. Ghingher, Receiver, assigned by John J. Ghingher, Receiver, for foreclosure.	No. 4702 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of August, 1935; 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 16th day of August, 1935.

The report states the amount of sales to be $450.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eight day of January in the year nineteen hundred thirty-six, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

Harry C. Dashiell, Assignee, Ex-parte under power in a mortgage from Rufus H. Wright and Emma Wright, his wife, to Deals Island Bank, and assigned etc.	No. 4702 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 8th day of January, 1936 that the sale and distribution of the proceeds thereof made and reported by Harry C. Dashiell, Assignee 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.

James M. Crockett, 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 Wilson Lamb, Clerk.

Harry C. Dashiell, Assignee, Ex-parte Under power in a mortgage from Ernest Hoffman to the Deals Island Bank, assigned to John J. Ghingher, Receiver, and assigned by said Receiver for foreclosure.	Be it remembered that heretofore to wit, on the twenty-first day of June in the year nineteen hundred thirty-five, a certain Harry C. Dashiell 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 Deals Island Bank by a certain Ernest Hoffman of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 15 day of May, in the year nineteen hundred and twenty-eight, by Ernest Hoffman, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Ernest Hoffman is indebted to the Deals Island Bank, a body corporate, in the sum of One Hundred and Fifty Dollars for money advanced and paid by said Bank as a part of the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said Ernest Hoffman for said sum, dated evenly herewith, payable to the said Deals Island Bank 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 Ernest Hoffman grants and conveys to the said Deals Island Bank, a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land on Deals Island, in Somerset County, Maryland, which was conveyed to the said Ernest Hoffman by Cleveland Tawes and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being the same and all the land which was conveyed to the said Cleveland Tawes by William Curtis and wife by deed dated the 7th day of October, 1919, recorded among the land records of said county in Liber W.J.S. No. 79, folio 156 etc, and also being the same land which was conveyed to the said William Curtis by Mary E. Webster and Gabriel A. Webster by deed dated the 27th day of January, 1905, recorded among said records in Liber O.T.B. No. 40, folio 110 etc; to which said deeds reference is hereby made for full and particular description of the land hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 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 Ernest Hoffman 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 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 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 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 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: Arthur Andrews Ernest Hoffman (Seal)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 15 day of May in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Ernest Hoffman, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed.

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

SEAL OF NOTARY

Arthur Andrews, Notary Public.

State of Maryland, Somerset County, towit:

I hereby certify that on this 16th day of May, nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared S. Frank Dashiell 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 Vice-President and agent of the Deals Island Bank, 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 16th May, 1928 and recorded in Liber G.W.L. No. 95 Folio 454 one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENTS

Under authority of the Circuit Court for Somerset County, by an order passed in Chancery Cause No. 4572 Chancery, on June 15, 1935, the Deals Island Bank hereby assigns the within and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Deals Island Bank. As witness the corporate seal of the said Deals Island Bank and the hand of William B. Spiva, the President of said bank, this 15th. day of June, 1935.

Wm. B. Spiva, President of Deals Island Bank.

Test: Eunice Pilchard

CORPORATE SEAL

Under authority of an order of the Circuit Court for Somerset County, passed in Chancery Cause No. 4572, on June 15, 1935, and as Receiver for the Deals Island Bank, I hereby assign the within and aforegoing mortgage to Harry C. Dashiell for the purpose of foreclosure. As witness my hand and seal this 17 day of June, 1935.

John J. Ghingher (Seal)

Receiver for the Deals Island Bank.

Test: Angela M. O'Neill

SEAL

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

Know all men by these presents, that we, Harry C. Dashiell, principal, and S. Frank Dashiell and J. Earl Morris, surities, all of Somerset County and State of Maryland, are held and firmly bound unto the said State of Maryland, in the full and just sum of three Hundred Dollars ($300.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated, this 20th. day of June, nineteen hundred and thirty five.

Whereas the above bounden, Harry C. Dashiell, by virtue of the power contained in a mortgage from Ernest Hoffman to the Deals Island Bank, a body corporate bearing date the 15th. day of May, nineteen hundred and twenty eight, and recorded among the Land Records of said Somerset County in Liber G.W.L. No. 95 folio 454 etc. and which said mortgage was duly assigned by said Deals Island Bank to John J. Ghingher, Receiver for said Deals Island Bank, and by the said John J. Ghingher, Receiver aforesaid, was assigned to the said Harry C. Dashiell, for the purpose of collection and foreclosure, is about to sell the land and premises in said mortgage described, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

Now the condition of the above obligation is such that if the above bounden Harry C. Dashiell do and shall, well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgage property or the disposition of the proceeds thereof, then the above obligation to 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.

Harry C. Dashiell (Seal)
Principal

Test: Mary Wallace

S. Frank Dashiell (Seal)

J. Earl Morris (Seal)

Which said bond was thus thereon endorsed, to wit:

Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of July in the year nineteen hundred thirty-five, 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:

Harry C. Dashiell, Assignee Ex parte Under power in a mortgage from Ernest Hoffman to the Deals Island Bank, assigned to John J. Ghingher, Receiver, and assigned by said Receiver for foreclosure.	No. 4703 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of sales of Harry C. Dashiell, Assignee of a certain mortgage, made and executed by Ernest Hoffman to the Deals Island Bank, and dated May 15, 1928, and recorded among the Land Records of said Somerset County in Liber G.W.L. No. 95 folio 454 etc., under and by virtue of the power of sale therein contained, default having been made in the payment of the money secured by said mortgage 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 after giving notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald", a paper published in said Somerset County, once a week for three successive weeks before the day of sale, and by hand bills circulated in said County, he did pursuant to said notice, attend at the Court House door, in Princess Anne, in Somerset County, Maryland, on Tuesday, the sixteenth day of July, nineteen hundred and thirty five, at or about the hour of 2 o'clock P.M. and then and there proceed to sell said real estate as follows:

All that lot or parcel of land, situate, lying and being in Deals Island Election District, in said Somerset County and State of Maryland, at Wenona, on a road leading to the County Road at Wenona, whereon the said Ernest Hoffman resides, and adjoining the lands of Herman Stine, Brinkley Taylor and R. Webster and containing one-third of an acre of land, more or less; and being the same land which was conveyed to the said Ernest Hoffman by Cleveland Tawes and wife, by deed dated May 15, 1928, and recorded among the Land Records of said Somerset County in Liber G.W.L. No. 96 folio 471 etc. and which said property is improved by a frame dwelling; and sold said real estate to John J. Ghingher, Receiver for the Deals Island Bank, be being then and there the highest and best bidder therefor, at and for the sum of One Hundred and Seventy Five Dollars ($175.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

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

To J. Millard Tawes	Clerk's costs	$11.00
" Bernie C. Dryden	Auctioneer	3.00
" Somerset Pub. Co.	Adv. sale and Order Nisi	25.00
" Carlos Bozman	State & County taxes	12.75
" Harry C. Dashiell	Solicitor's fee and mim. commissions, as per rule of chancery court.	35.00
" John J. Ghingher, Receiver for Deals Island Bank on account of mortgage debt and interest, the balance of fund		88.25
	Total----------	$175.00

Respectfully submitted,

Harry C. Dashiell, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of July, 1935, before me, he subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Assignee named in the above report of sales, and made oath in due form of law that the matters and things stated in the foregoing report and distribution of the proceeds of the sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Harry C. Dashiell, Assignee Ex-parte Under power in a mortgage from Ernest Hoffman to Deals Island Bank, assigned to John J. Ghingher, Receiver, and assigned by said Receiver for foreclosure.	No. 4703 Chancery Circuit Court for Somerset County, Maryland

Ordered, that the sale of the property mentioned in the proceedings and the distribution of the proceeds thereof, made and reported by Harry C. Dashiell, Assignee, be retified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of August, 1935; 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 16th day of August, 1935.

The report states the amount of sales to be $175.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighth day of January in the year nineteen hundred thirty-five, comes again into Court here the said assignee and on motion of the said assignee the Court here passed the following order, to wit:

Harry C. Dashiell, Assignee, Ex parte Under power in a mortgage from Ernest Hoffman to the Deals Island Bank, and assigned etc.,	No. 4703 Chancery Circuit Court for Somerset County, Maryland

Ordered, by the Circuit Court for Somerset County, in Equity, this 8th day of January, nineteen hundred and thirty-six, that the sale and the distribution of the proceeds thereof, made and reported by Harry C. Dashiell, Assignee, 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.

James M. Crockett, 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.

L. Creston Beauchamp, ex parte. Trust created by mortgage from Edward T. Matthews and wife to Sidney F. Miller.	Be it remembered that heretofore to wit, on the tenth day of October in the year nineteen hundred thirty-five, a certain L. Creston Beauchamp 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 Sidney F. Miller by a certain Edward T. Matthews and Lillie M. Mathews, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this Eighth day of July in the year nineteen hundred and twenty by Edward T. Matthews and Lily M. Matthews, his wife, of Somerset County and State of Maryland, witnesseth: Whereas the said Edward T. Matthews and Lily M. Matthews, his wife are justly and bona fide indebted unto Sidney F. Miller of said Somerset County in the full sum of Eighteen Hundred Dollars, the same being for balance of purchase money advanced by the said Sidney F. Miller for the hereinafter described real estate, and whereas the said Edward T. Matthews and Lily M. Matthews have given therefor their bill obligatory for said principal sum of even date herewith payable to the said Sidney F. Miller, his personal representatives or 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 Edward T. Matthews and Lily M. Matthews, his wife, do grant and convey unto the said Sidney F. Miller his heirs and assigns, all that farm, tract lot, or parcel of land situate in West Princess Anne Election District, in said Somerset County, and on the South side of the county road leading from Wicomico Creek to Backbone, called Peggy's Neck, or by whatsoever name or names the same may be known or called, and also known as part of the Kamper Farm, containing twenty-five acres, more or less, and being the same land that was conveyed to John W. Richardson and Emma L. Richardson, his wife, by L. Creston Beauchamp, Assignee and Trustee, by deed dated July 8, 1916, and recorded among the land records of said Somerset County, in Liber W.J.S. No. 71, folio 34, and being also the same land that was conveyed to the said Edward T. Matthews by the said John W. Richardson 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 deeds and all the references therein contained special reference is hereby made as a part hereof for a more full and particular description of the land and premises hereby conveyed.

Together with the buildings and improvements 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 Edward T. Matthews and Lily M. Matthews, 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 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 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 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 Eighteen 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, 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 hands and seals of said mortgagors.

Edward T. Matthews (Seal)

Test: Samuel H. Sudler

Lillie M. Matthews (Seal)

State of Maryland, Somerset County, to-wit:

I hereby certify, That on this ninth 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 aforesaid, personally appeared Edward T. Matthews and Lily M. Matthews, 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 place also personally appeared before me Sidney F. Miller, 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.

Samuel H. Sudler, Notary Public

SEAL
OF
NOTARY

Received for record July 12th, 1920, and recorded in Liber W.J.S. No. 82, folio 68 &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 do hereby certify that the foregoing Mortgage is truly and correctly copied from Liber W.J.S. No. 82, folio 68, 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 October, 1935.

J. Millard Tawes, Clerk.

SEAL

ASSIGNMENT

For value received and for the purpose of foreclosure, I hereby assign the within mortgage to L. Creston Beauchamp.

Witness my hand and seal this 9th day of October, 1935.

Test: J. Millard Tawes, Clerk. King B. Miller (Seal)

Per: Benjamin L. Barnes, Deputy. Administrator of Sidney F. Miller.

Filed for record October 9th, 1935.

Test: J. Millard Tawes, 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, of Somerset County, Maryland, principal, and King B. Miller and Marion M. Miller, of said county and state, sureties, are held and firmly bound unto the State of Maryland in the sum of four thousand dollars to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of October, 1935.

Whereas, by mortgage dated the 8th of July, 1920, recorded among the land records of said Somerset County in Liber W.J.S. No. 81, folio 44, a certain Edward T. Matthews

and Lillie Matthews, his wife, conveyed to Sidney F. Miller certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by assignment dated the 9th of October, 1935, duly recorded, King B. Miller, administrator of Sidney F. Miller, deceased, assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell the mortgaged property and is about to exercise said power of sale by selling 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 by said mortgage, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (Seal)

Test: Frank J. Panzer — Marion M. Miller (Seal)

K. B. Miller (Seal)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventh day of November in the year nineteen hundred thirty-five, 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. Trust created by mortgage from Edward T. Matthews and wife to Sidney F. Miller.	No. 4755 Chancery Circuit Court for Somerset County, Maryland

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

The report of L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Edward T. Matthews and Lillie M. Matthews, his wife, to Sidney F. Miller, dated the 8th of July, 1920, recorded among the land records of said Somerset County in Liber W.J.S. No. 82, folio 68, respectfully represents; that 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 handbill posted at the Court House door, in said county, he did, in pursuance of said notice and by virtue of the power and authority contained in said mortgage, attend at the Court House door in Princess Anne, Maryland, on Tuesday, November 5th, 1935, at or 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, namely:

He offered all that farm or tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the south side of the county road leading from Wicomico Creek to Backbon, called Peggy's Neck, or a part of the Kamper Farm, and containing 25 acres, more or less, and being the same and all the land which was conveyed to the said Edward T. Matthews by J. W. Richardson and wife by deed dated the

8th of July, 1920, recorded among the land records of said Somerset County in Liber W.J.S. No. 81, folio 44, improved by a comfortable dwelling and barn and other outhouses, and sold the same to King B. Miller, of said county and state, he being the highest bidder therefor, at and for the sum of sixteen hundred and twenty-five dollars, and the purchaser has complied with the terms of sale to the satisfaction of the assignee and trustee.

The assignee and trustee makes the following distribution of the proceeds of sale:

Whole amount of sale			$1625.00
Advertising sale and Order Nisi	$20.25		
Costs as taxes by clerk	22.50		
State & County taxes, '32,3,4,5,	128.09		
Commissions Minimum, per Chancery rule	25.00		
Auctioneer	3.00		198.84
			$1426.16
To King B. Miller, Admr. of Sidney F. Miller		$1800.00	
Interest due to day of sale		36.00	1836.00
Balance due to mortgagee			$409.84

And the assignee and trustee charges himself with the proceeds of said sale as cash, and prays a ratification of his proceedings in the premises.

All of which is respectfully submitted.

L. Creston Beauchamp,
Assignee and trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th of November, 1935, before me the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the assignee and trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge, information and belief and that the sale therein reported and the distribution of proceeds therefrom were 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. Trust created by mortgage from Edward T. Matthews and wife to Sidney F. Miller.	No. 4755 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 7th of November, 1935, that the report of L. Creston Beauchamp, assignee and 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 finally ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 11th day of December, 1935, 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 9th day of December, 1935.

The report states the amount of sale to be $1625.00

J. Millard Tawes.

And now at this day to wit, on the eight day of January in the year nineteen hundred thirty-five, 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, Ex parte.	No. 4755 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 8th day of January, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the within report of L. Creston Beauchamp, assignee and trustee, and the sale by him reported, and the distribution of proceeds thereof by him made, be and the same are hereby finally ratified and confirmed.

James M. Crockett, 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.

Lucy E. Adkins, Isaac W. Adkins, her husband, Vs. Bessie McAllen, Harold A. McAllen, her husband, Elizabeth Morris.	Be it remembered that heretofore, to wit, on the tenth day of November in the year nineteen hundred thirty-three, a certain Lucy E. Adkins and Isaac W. Adkins, by J. Edgar Harvey, their solicitor, exhibited and filed in the Circuit Court here a bill

of complaint against Bessie McAllen, Harold A. McAllen, Elizabeth Morris which said bill of complaint is in the words following, to wit:

Lucy E. Adkins, Isaac W. Adkins, her husband, Vs. Bessie McAllen, Harold A. McAllen, her husband, Elizabeth Morris.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

(1) That Lucy E. Adkins, one of your orators, and Bessie McAllen, one of the defendants herein, are seized and possessed, in fee simple, as tenants in common, of all that piece or parcel of ground situated and lying in East Princess Anne Election District of Somerset County and State of Maryland, located on the Northerly side of and binding upon the County Road leading from Meadow Bridge to Princess Anne; bounded on the East by Hitch Ditch, separating the land hereby described from the land devised by Levin R. Pollitt by Item Three of his Last Will and Testament, dated August 22, 1925, and recorded among the Records of Wills of said Somerset County in Liber F.E.D. No. 33, Folio 95, to Emma C. Pollitt, his widow, for life, remainder to Levin I. Adkins, in fee simple, and the land of Martin White; on the North by the land formerly owned by S. Quinton Parker; on the West and in part on the South by the land formerly owned by Joseph Pusey; and on the South by the County Road aforesaid; containing two hundred acres of land, more or less;

being a part of the same land that was conveyed to the said Levin R. Pollitt, in his lifetime, by deeds as follows: from Alfred J. Pollitt, et al., dated July 24, 1893, recorded among the Land Records of said Somerset County in Liber H. F. L. No. 13, Folio 385; from Henry L. D. Stanford, Trustee, dated April 18, 1900 recorded as aforesaid in Liber O.T.B. No. 28, Folio 66; and from Alexander G. Malone et al., dated March 16, 1904 recorded as aforesaid in Liber O.T.B. No. 39, Folio 67; said property being all the land of which the said Levin R. Pollitt died, seized and possessed, except the land devised by said Item Three of his said Will, hereinbefore referred to, and being the same land that the said Levin R. Pollitt, by Item Four of his said Will, devised to his son, Levin E. Pollitt, and to his daughters, Bessie McAllen and Lucy E. Adkins, equally, in fee simple, the said Levin E. Pollitt and Mary L. Pollitt, his wife, having conveyed all their undivided one-third interest therein to the said Lucy E. Adkins by deed dated December 4, 1931 and recorded as aforesaid in Liber J.M.T. No. 102, Folio 122.

(2) That on December 4, 1931 your orators conveyed by way of mortgage all their undivided two-thirds interest in land and to the real estate described in Item One hereof to Elizabeth Morris, of Wicomico County and State of Maryland, for the purpose of securing the payment of their Bill Obligatory of even date therewith in the amount of Five Hundred and Seventy-five Dollars ($575.00), said mortgage being duly recorded among the Land Records of Somerset County.

(3) That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make a division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

To the end, therefore,

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed between your orators and the defendants according to their respective rights and interests.

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

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Bessie McAllen and Harold A. McAllen, adult residents of Somerset County and State of Maryland, and Elizabeth Morris, an adult resident of Wicomico County and State of Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Lucy E. Adkins.

J. Edgar Harvey, Isaac W. Adkins.

Solicitor for plaintiffs. PLAINTIFFS.

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

In the Records of the Orphans' Court for Somerset County and State of Maryland, among other records, is the following, to wit:

In the Name of God, Amen:

I, Levin R. Pollitt of Somerset County, in the State of Maryland being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, hereby revoking all former wills and testaments heretofore made

by me.

After the payment of my just debts and funeral expenses by my Executors hereinafter named, I make the following disposition of my property and estate.

Item First: I give and bequeath to my dear wife, Emma C. Pollitt all of my household and kitchen furniture of every kind and description now located and contained in my Residence and Dwelling House, situated on my farm in East Princess Anne Election District, in Somerset County, Maryland, for and during the period of her natural life only, and from and after the death of my said wife, Emma C. Pollitt, I give and bequeath the said Household and kitchen furnitue to my Grand Son, Levin I. Adkins, absolutely and in fee simple.

Item Second: I give and bequeath to my dear wife, Emma C. Polliett, all my live stock and farming implements of every kind and description, which I shall own at the time of my death, for and during the period of her natural life only, and from and after the death of my said wife, Emma C. Pollitt, I give and bequeath all of the said live stock and farming implements to my Grand Son, Levin I. Adkins, absolutely and in fee simple.

Item Third: I give, devise and bequeath to my dear wife, Emma C. Pollitt, for and during the period of her natural life only, all that portion of my farm located in East Princess Anne Election District, in Somerset County, Maryland, and known as the "Levin R. Pollitt Farm", and which is lying and situated on the right hand side of a ditch, leading through the field of said farm known as the "Hitch Field", together with the Buildings and Improvements thereon, and containing Fifty Acres of land, more or less; also nine acres, more or less of woodland, situated between the lands of my Son, Levin Edgar Pollitt and Nutt Tilghman, and known as part of the Emory Pollitt woodland, and purchased by me from my father, Josiah M. Pollitt; and from and after the death of my said wife, Emma C. Pollitt, I give, devise and bequeath all of the aforesaid described farm and woodland to my Grand Son, Levin I. Adkins, absolutely and in fee simple.

Item Fourth: I give, devise and bequeath to my children, Levin E. Pollitt; Bessie McAllen and Lucy Adkins, equally share and share alike, in fee simple, all that portion of my real estate, situated and lying on the left hand side of the ditch leading through the field, known as the "Hitch Field" of my said farm in East Princess Anne Election District, in Somerset County, Maryland, and being all of the remainder of my said real estate, not hereinbefore specifically devised to my said wife, Emma C. Pollitt for her natural life with remainder to my said Grand Son, Levin I. Adkins; and which said remainder of my said real estate contains Two Hundred Acres of land, more or less.

Item Fifth: I give and bequeath to each of my childre, Levin E. Pollitt; Bessie McAllen and Lucy Adkins, the sum of Three Hundred Dollars ($300.00) each, absolutely and in fee simple, to be paid to each of my said Children out of my estate, by my Executor hereinafter named.

Item Sixth: I give and bequeath to my Grand Son, Levin I. Adkins the sum of One Hundred Dollars ($100.00) absolutely and in fee simple, to be paid to my said Grand Son, Levin I. Adkins, by my Executor hereinafter named, out of my estate.

Item Seventh: I give and bequeath to my dear wife, Emma C. Pollitt, for and during the period of her natural life only, to invest the same and use the income arising from such investment for her sole and separate use, during her said natural life, all the money deposited to my credit, at the time of my death, in the Salisbury National Bank, in Salisbury, Maryland, and from and after the death of my said wife, Emma C. Pollitt,

I give and bequeath said money together with any accrued and unexpended income therefrom to my Grand Son, Levin I. Adkins, absolutely and in fee simple.

Item Eighth: All the rest, residue and remainder of my estate not hereinbefore specifically devised under this my Last Will and Testament, I give, devise and bequeath to my dear wife, Emma C. Pollitt, absolutely and in fee simple.

Lastly, I hereby constitute and appoint my Son, Levin E. Pollitt, to be the sole Executor of this my Last Will and Testament.

In Witness whereof, I have hereunto subscribed my name and affixed my seal, this 22nd day of August, in the year nineteen hundred and twenty-five.

LEVIN R. POLLITT (SEAL)

Signed, sealed, published and declared in our presence, by the above named Testator, Levin R. Pollitt, as and for his Last Will and Testament, who at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Henry J. Waters.

James M. Pollitt.

SOMERSET COUNTY, TO WIT:

August 20, 1929.

THEN CAME Henry J. Waters 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 Levin R. Pollitt, late of Somerset County, deceased, that hath come to his hands or possession, and that he doth not know of any other and that the same was delivered to him by the testator.

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

SOMERSET COUNTY, to wit:

THEN CAME James M. Pollitt & Henry J. Waters the subscribing witnesses to the foregoing Last Will and Testament of Levin R. Pollitt, 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 contrat; 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 subscriving 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 Levin R. Pollitt, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 10th day of September, 1929, that the same be admitted in this Court as the true and genuine Last Will and Testament of the said Levin R. Pollitt, deceased.

Elmer Horner

John E. Whitelock — Judges of the Orphans' Court for Somerset County.

John B. Vetra — Test: Florence E. Dryden, Reg. W. S. Co.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Florence E. Dryden, Register of Will of said Somerset County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Levin R.

Pollitt, late of Somerset County, together with the proofs and probates thereof, as recorded among the Records of Wills of said Somerset County in Liber F.E.D. No. 33, Folio 95.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 23rd day of January, A.D. 1934.

Florence E. Dryden, Register of Wills of Somerset County and State of Maryland.

SEAL

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

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

DEED
LEVIN E. POLLITT
MARY L. POLLITT, his wife,
TO
LUCY E. ADKINS

This Deed, made this fourth day of December, in the year nineteen hundred and thirty-one, by Levin E. Pollitt and Mary L. Pollitt, his wife, of Somerset County and State of Maryland, witnesseth: That for and in consideration of the sum of Ten Dollars and other valuable consideration, the said Levin E. Pollitt and Mary L. Pollitt do hereby grant and convey unto Lucy E. Adkins, of the County and State aforesaid, her heirs and assigns, all their undivided one-third interest in and to 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 Northerly side of and binding upon the County Road leading from Meadow Bridge to Princess Anne; bounded on the East by Hitch Ditch, separating the land hereby conveyed from the land devised by Levin R. Pollitt by Item three of his Last Will and Testament, dated August twenty-second, nineteen hundred and twenty-five, and recorded among the Records of Wills of said Somerset County in Liber F.E.D. No. 33, Folio 95, to Emma C. Pollitt, his widow, for life, remainder to Levin I. Adkins, in fee simple, and the land of Martin White; on the North by the land formerly owned by S. Quinton Parker; on the West and in part on the South by the land formerly owned by Joseph Pusey; and on the South by the County Road aforesaid; said tract containing two hundred acres of land, more or less; being part of the same land that was conveyed to the said Levin R. Pollitt, in his lifetime, by deeds as follows: from Alfred J. Pollitt et al., dated July 24, 1893, recorded among the Land Records of said Somerset County in Liber H.F.L. No. 13, Folio 385; from Henry L. D. Stanford, Trustee, dated April 18, 1900, recorded as aforesaid in Liber O.T.B. No. 28, Folio 66; and from Alexander G. Malone et al., dated March 16, 1904, recorded as aforesaid in Liber O.T.B. No. 39, Folio 67; said tract being all the land of which the said Levin R. Pollitt died seized and possessed, except so much thereof as he devised by said Item three of his said Will, hereinbefore referred to, and being the same land that the said Levin R. Pollitt, by Item four of his said Will, devised to his son, Levin E. Pollitt, and to his daughters, Bessie McAllen and Lucy E. Adkins, equally, in fee simple, reference to said Will and to said deeds and to preceeding deeds of the property hereby conveyed and to the references therein contained is hereby made as a part hereof as if herein fully set forth.

TOGETHER WITH all the improvements thereon and all the rights and appurtenances thereto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Lucy E. Adkins, her heirs and assigns, forever in fee simple.

AND the said Levin E. Pollitt and Mary L. Pollitt do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

AS WITNESS our hands and seals the day and year first above written.

TEST: Levin E. Pollitt (Seal)

Beulah E. Livingston Mary L. Pollitt (Seal)

State of Maryland, Wicomico County, To Wit:

I HEREBY CERTIFY that on this fourth 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 Levin E. Pollitt and Mary L. Pollitt, 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.

Beulah E. Livingston,
Notary Public.

(NOTARY SEAL)

Received for record January 7, 1932, same day recorded in Liber J.M.T. No. 102, Folio 122, one of the Land Records of Somerset County.

J. Millard Tawes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County and State of Maryland, DO HEREBY CERTIFY that the aforegoing deed is truly copied from the Record now on file in the office of the Clerk of the Circuit Court for said Somerset County, in Liber J.M.T. No. 102, Folio 122.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for said Somerset County, this 23rd day of January, in the year nineteen hundred and thirty-four.

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

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 THE STATE OF MARYLAND,

Bessie McAllen, Harold A. McAllen of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in December next to answer the complaint of Lucy E. Adkins and Isaac W. Adkins, her husband against you in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable JOHN R. PATTISON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of November Anno Domini 1933 ISSUED the 10th day of November Anno Domini 1933.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in December in the year nineteen hundred 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 Daughtery, 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 & copy left.

Luther Daughtery, Sheriff.

And thereafter to wit, on the twenty-eighth day of December in the year nineteen hundred thirty-three, the following answer was filed in the words following, to wit:

Lucy E. Adkins, Isaac W. Adkins, her husband, Vs. Bessie McAllen, Harold A. McAllen, her husband, Elizabeth Morris.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Elizabeth Morris, one of the defendants in the above entitled cause, to the Bill of Complaint of Lucy E. Adkins and Isaac W. Adkins, her husband, against her and others in this Court exhibited:

This defendant, answering, says:

That she admits the matters and things contained in said Bill of Complaint and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.

Elizabeth Morris,
ANSWERING DEFENDANT.

WITNESS: Beulah E. Livingston

And thereafter to wit, on the twenty-eighth day of December in the year nineteen hundred thirty-three, the said complainants by their solicitor aforesaid filed in Court here a petition in the words following, to wit:

Lucy E. Adkins, Isaac W. Adkins, her husband, Vs. Bessie McAllen, Harold A. McAllen, her husband, Elizabeth Morris.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Lucy E. Adkins and Isaac W. Adkins, the plaintiffs in the above entitled cause, respectfully represents:

(1) That on November 10, 1933 they filed in this Court their Bill of Complaint against the above named defendants, the said Elizabeth Morris having duly filed her answer to said Bill of Complaint, and, although the said Bessie McAllen and the said Harold A. McAllen have been duly summoned, they have neither appeared nor answered.

(2) That your petitioners are advised that they are entitled to have said Bill of Complaint taken pro confesso against the said Bessie McAllen and the said Harold A. McAllen.

Your petitioners, therefore, pray that an order may be passed taking said Bill of Complaint pro confesso against the said Bessie McAllen and Harold A. McAllen and granting leave to your petitioners to take testimony before a Special Examiner.

And as in duty bound, etc.

J. Edgar Harvey,
SOLICITOR FOR PETITIONERS.

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

ORDERED, this 28th day of December, A.D. 1933, by the Circuit Court for Somerset County and State of Maryland, in Equity, upon the aforegoing peition, that the Bill of Complaint in this cause be and the same is hereby taken pro confesso against Bessie McAllen and Harold A. McAllen, two of the defendants in this cause; and it is further ORDERED, that leave be and it is hereby granted to the petitioners to take testimony before Frances White, who is hereby appointed Special Examiner in this cause.

Joseph L. Bailey, Judge.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of December, A.D. 1933, before me, one of the Judges of the Circuit Court for Somerset County and State of Maryland, personally appeared Frances White, Special Examiner, appointed by order of Court in this cause, and made oath in due form of law, that she will faithfully discharge her duties as Special Examiner aforesaid.

Joseph L. Bailey, Judge.

And afterwards, to wit, on the twenty-seventh day of January in the year nineteen hundred thirty-four, Frances White, Special Examiner, 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:

Lucy E. Adkins, Isaac W. Adkins, her husband, Vs. Bessie McAllen, Harold A. McAllen, her husband, Elizabeth Morris.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

The above cause being at issue and notice having been given to me by the Solicitor for the plaintiffs of a desire to take testimony in the same, order of Court dated December 28, 1933 having heretofore been passed granting leave to the said plaintiffs to take testimony before me, and appointing me Special Examiner for the purpose of taking testimony in this cause, I, Frances White, having first been duly sworn, did, on the 26th day of January, A.D. 1934, meet the Solicitor for the plaintiffs and assign the same day at two o'clock in the afternoon at my office at the corner of Main and Division Streets in Salisbury, Wicomico County, Maryland, as the time and place for examining such witnesses as should be then and there produced, at which last mentioned time and place, I attended and without having given any notice to the defendants, as no appearance was entered for them, in the presence of the Solicitor for the plaintiffs proceeded to examine the witnesses then and there produced, in the manner following, that is to say:

Isaac W. Adkins, one of the plaintiffs in this cause, being by me duly sworn in due form of law, being examined in the following interrogatories to him propounded in this behalf, makes oath, deposes and says as follows:

Examination by J. Edgar Harvey, Solicitor for the plaintiffs:

Q. 1. State your name, age, residence and occupation.

A. Isaac W. Adkins, age sixty-nine, I reside in Princess Anne, Somerset County, Maryland and am employed by the State Roads Commission.

Q. 2. You are one of the plaintiffs in this cause, are you not?

A. I am and the other plaintiff, Lucy E. Adkins, is my wife.

Q. 3. Are you acquainted with Bessie McAllen, Harold A. McAllen and Elizabeth Morris,

the defendants in this cause?

A. I am, Bessie McAllen is the sister of my wife, Lucy E. Adkins, and Harold A. McAllen is her husband. Mrs. Elizabeth Morris holds a mortgage on the land which is involved in this case.

Q. 4. Were you acquainted with Levin R. Pollitt, if so state whether or not he is living or dead, if dead, when and where did he die and did he leave a will?

A. I knew Levin R. Pollitt for a great man years. Mr. Pollitt died in August, 1929 at his home in Somerset County about seven or eight miles East of Princess Anne and left a will. (Certified copy of will was then offered in evidence and is returned herewith and marked "Plaintiffs' Exhibit A."

Q. 5. By Item four of this will Mr. Pollitt left certain real estate to his son, Levin E. Pollitt, and to his daughters, Bessie McAllen, and Lucy E. Adkins. Are you familiar with this real estate, if so please describe the same?

A. I am familiar with the real estate which Mr. Pollitt devised under the fourth Item of his will. It lies in East Princess Anne Election district of Somerset County and State of Maryland and is located on the Northerly side of and binding upon the County Road that leads from Meadow Bridge to Princess Anne. Bounded on the East by Hitch Ditch separating said land from the land devised by the said Levin R. Pollitt by Item Three of his said will to his widow, Emma C. Pollitt, for life, remainder to Levin Isaac Adkins. It is also bounded on the East by the land of Martin White, the S. Quinton Parker land lies to the North and the Joseph Pusey land lies on the West and in part on the South. This tract contains two hundred (200) acres of land, more or less, and is part of the same land that was conveyed to the said Levin R. Pollitt by the following deeds: From Alfred J. Pollitt, et al. July 24, 1893 and recorded among the Land Records of said Somerset County in Liber H.F.L. No. 13, Folio 385; from Henry L. D. Stanford, Trustee, April 18, 1900 and recorded as aforesaid in Liber O.T.B. No. 28, Folio 66 and from Alexander G. Malone et al. March 16, 1904 and recorded as aforesaid in Liber O.T.B. No. 39, Folio 67.

Q. 6. You stated previously, I think, that the defendant, Elizabeth Morris holds a mortgage on this particular real estate.

A. Yes, she holds a mortgage for Five Hundred and Seventy-Five Dollars ($575.00) dated December 4, 1931 on the land which I have just described.

Q. 7. Who are the present owners of this real estate?

A. Lucy E. Adkins owns a two-thirds interest in this real estate and Bessie McAllen owns a one-third interest. Mrs. Adkins purchased the interest of Levin E. Pollitt in December, 1931 and has been given a deed therefor, said deed being dated December 4, 1931 and is recorded among the Land Records of said Somerset County in Liber J.M.T. No. 102, Folio 122. (Certified copy of deed was then offered in evidence and is returned herewith and marked "Plaintiffs' Exhibit B."

Q. 8. Is this land susceptible of partition without material loss and injury to the parties entitled to interests therein.

A. No, it is not.

Q. 9. Please state what in your opinion is the value of this land together with the improvements thereon.

A. I would say about Three Thousand Dollars ($3,000.00).

To the general question the witness answered, "I thing that is about all."

Frances White, Special Examiner Isaac W. Adkins, Plaintiff.

Levin I. Adkins, a witness of lawful age produced to me on behalf of the plaintiff, being by me duly sworn in due form of law, being examined in the following interrogatories to him propounded in this behalf, makes oath, deposes and says as follows:

Examination by J. Edgar Harvey, Solicitor for the plaintiff:

Q. 1. State your name, age, residence and occupation.

A. Levin I. Adkins, age thirty-one years, I reside in Eden, Somerset County, Maryland and my occupation is that of farming.

Q. 2. Are you acquainted with the parties to this cause?

A. I am, the plaintiffs are my parents and Bessie McAllen and Harold A. McAllen are my aunt and uncle. The other defendant, Elizabeth Morris, is not related to me, she holds a mortgage on the land concerning which this suit was brought.

Q. 3. Were you acquainted with Levin R. Pollitt, if so state whether or not he is living or dead, if dead, when and where did he die and did he leave a will?

A. I knew Levin R. Pollitt for a great many years, he was my grandfather. Mr. Pollitt died in August, 1929 at his home in Somerset County about seven or eight miles East of Princess Anne and left a will.

Q. 4. By Item four of this will Mr. Pollitt left certain real estate to his son, Levin E. Pollitt, and to his daughters, Bessie McAllen, and Lucy E. Adkins. Are you familiar with this real estate, if so please describe the same?

A. I am familiar with this real estate. It lies in East Princess Anne Election District of Somerset County and State of Maryland, located on the Northerly side of and binding upon the County Road leading from Meadow Bridge to Princess Anne, bounded on the East by Hitch Ditch and the land of Martin White, on the North by the S. Quinton Parker land and on the West and in part on the South by the Joseph Pusey land, containing two hundred (200) acres of land, more or less, being a part of the same land that was conveyed to Levin R. Pollitt, in his lifetime, by deeds as follows: From Alfred J. Pollitt, et al. July 24, 1893 and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 13, Folio 385; from Henry L. D. Stanford, Trustee, April 18, 1900 and recorded as aforesaid in Liber O.T.B. No. 28, Folio 66 and from Alexander G. Malone et al. March 16, 1904 and recorded as aforesaid in Liber O.T.B. No. 39, Folio 67.

Q. 5. You stated previously, I think, that the defendant, Elizabeth Morris holds a mortgage on this particular real estate.

A. Yes, she holds a mortgage for Five Hundred and Seventy-Five Dollars ($575.00) dated December 4, 1931 on the land which I have just described.

Q. 6. Who are the present owners of this real estate?

A. Lucy E. Adkins owns a two-thirds interest in this real estate and Bessie McAllen owns a one-third interest. Mrs. Adkins purchased the interest of Levin E. Pollitt in December, 1931 and has been given a deed therefor, said deed being dated December 4, 1931 and is recorded among the Land Records of said Somerset County in Liber J.M.T. No. 102, Folio 122.

Q. 7. Is this land susceptible of partition without material loss and injury to the parties entitled to interests therein?

A. No, it is not.

Q. 8. Please state what in your opinion is the value of this land together with the improvements thereon.

A. I would say about Three Thousand Dollars.

To the general question the witness answered, "Not anything."

Frances White, Special Examiner Levin I. Adkins, Witness

There being no further witnesses named or produced to me, I then and there, at the request of the Solicitor for the plaintiffs, closed the within depositions, and herewith return the same closed under my hand and seal this 26th day of January, 1934, at the Circuit Court for Somerset County, Maryland.

Frances White (Seal)
SPECIAL EXAMINER.

I, Frances White, Special Examiner for the Circuit Court for Somerset County, Maryland, hereby certify that in assigning a day and in taking the aforegoing depositions, I was employed upon one day, at which time I was employed by the plaintiffs.

Frances White,
SPECIAL EXAMINER.

COST OF COMMISSION

Frances White, Special Examiner, 1 day	$4.00
Levin I. Adkins, Witness, 1 day	.75
TOTAL----------	$4.75

Frances White,
SPECIAL EXAMINER.

There are two exhibits with these depositions, all of which were filed by the plaintiffs and are marked "Plaintiffs' Exhibit A. and Plaintiffs' Exhibit B."

Frances White,
SPECIAL EXAMINER.

And thereafter to wit, on the second day of February in the year nineteen hundred thirty-five, the said complainants by their solicitor aforesaid filed in Court here a petition in the words following, to wit:

Lucy E. Adkins, et al. Vs. Bessie McAllen, et al.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Lucy E. Adkins and Isaac W. Adkins, her husband, respectfully represents:

(1) That they have heretofore filed in this Court their Bill of Complaint praying for the sale of certain real estate therein described.

(2) That they are advised that Carrie B. McAllen, who is a resident of said Somerset County, is the holder of a judgment against Harold A. McAllen and Bessie McAllen dated August 3, 1932 and being No. 142 Appearances, July Term, 1932, in the Circuit Court for Somerset County and State of Maryland, for Fifty-Seven Hundred Seventy-Five Dollars ($5775.00) with collection charges of Five Hundred Seventy-Seven dollars and Fifty Cents ($577.50) and costs of Seven Dollars ($7.00), and that, the said judgment being a lien on the undivided interest of the said Bessie McAllen in the land described in said Bill of Complaint, the said Carrie B. McAllen should be made a party defendant to the proceedings in this cause.

Your petitioners, therefore, pray that an order may be passed granting leave to them to amend their said Bill of Complaint by making the said Carrie B. McAllen a party defendant thereto and that the writ of subpoena may be issued to the said Carrie B. McAllen.

And as in duty bound, etc.

J. Edgar Harvey,
Solicitor for plaintiffs.

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

Upon the aforegoing petition, it is, this 1st day of February, A.D. 1934, by the Circuit Court for Somerset County and State of Maryland, in Equity, ORDERED that leave be and it is hereby granted to the plaintiffs to amend the Bill of Complaint heretofore filed in this cause by making Carrie B. McAllen a party defendant thereto and the Clerk of this Court is hereby directed to issue a writ of subpoena to the said Carrie B. McAllen requiring her to 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.

Joseph L. Bailey, Judge.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL THE STATE OF MARYLAND,

Carrie B. McAllen 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 Lucy E. Adkins et al 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 1st day of January Anno Domini 1934 Issued the 2nd day of February Anno Domini 1934.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in February in the year nineteen hundred thirty-four, and the day of the return of the above recited writ, came again into Court here the said complainants by their solicitor, and the Sheriff of Somerset County, Luther Daughtery, 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 Carrie B. McAllen by reading writ of subpoena to her and copy left, this 2nd day of Feb. 1934.

Luther Daughtery, Sheriff.

And thereafter to wit, on the twenty-first day of February in the year nineteen hundred thirty-five, the following answer was filed in the words following, to wit:

Lucy E. Adkins, et al. Vs. Bessie McAllen, et al.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Carrie B. McAllen, one of the defendants in the above entitled cause, to the Bill of Complaint of Lucy E. Adkins and others against her and others, in this

Court exhibited.

This defendant, answering, says:

That she admits the matters and things set forth in said Bill of Complaint and in the petition of the plaintiffs for leave of Court to amend said Bill of Complaint, and that she consents to the passage of such decree as may be right and proper in the premises and further, that she consents to the sale of the real estate, described in said Bill of Complaint, free and clear of the lien of her judgment, reserving her lien, however, on that portion of the proceeds of the sale of said property as Bessie McAllen and Harold A. McAllen, her husband, may be entitled to receive.

And as in duty bound, etc.

Carrie B. McAllen,

Witness: Thelma J. Hayman ANSWERING DEFENDANT.

And thereafter to wit, on the eighth day of March in the year nineteen hundred thirty-four, the Circuit Court here passed the following decree in the premises, to wit:

Lucy E. Adkins, Isaac W. Adkins, her husband, Vs. Bessie McAllen et al.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

This cause standing ready for hearing and having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 24th day of February 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 in the proceedings mentioned be sold, and that J. Edgar Harvey be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Three Thousand Dollars, conditioned for the faithful performance of the trust reposed in h by this decree, or to be reposed in h 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, balance payable in twelve months and to be secured by the bond of the purchaser, with sureties to be approved by said Trustee, credit portion to bear interest at six per cent from day of sale; or all cash on day of sale at the option of the purchaser and soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; 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.

Joseph L. Bailey, Judge.

And thereupon, the said J. Edgar Harvey, Trustee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, J.Edgar Harvey, of Wicomico County, Maryland, as principal, and NATIONAL SURETY CORPORATION, a corporation of the State of New York, 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of March, in the year of our Lord one thousand nine hundred and thirty four.

WHEREAS, the above bounden, J. Edgar Harvey, by virtue of a decree of the Honorable the Judge of the Circuit Court for Somerset County and State of Maryland, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of

Lucy E. Adkins,
Isaac W. Adkins, her husband
Vs.
Bessie McAllen et al.

being No. 4536 Chancery, now pending in said Court.

NOW THE CONDITION of the above obligation is such,

THAT IF THE ABOVE BOUNDEN, J. Edgar Harvey, 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 obligations to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Beulah E. Livingston

J. Edgar Harvey (Seal)

NATIONAL SURETY CORPORATION

CORPORATE SEAL

By: Richard H. Hodgson.

Which said Bond was thus thereon endorsed, to wit:

Approved:

J. Millard Tawes, Clerk.

And thereafter, to wit, on the thirtieth day of April in the year nineteen hundred thirty-four, 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:

Lucy E. Adkins, et al. vs. Bessie McAllen, et al.	No. 4536 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Edgar Harvey, Trustee appointed by a decree of this Court passed in the above entitled cause, dated the twenty-fourth day of February, in the year nineteen hundred and thirty-four, to make sale of certain real estate therein mentioned, respectfully shows:

That 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 having given notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a weekly newspaper published in said Somerset County, for at least three successive 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 said Somerset County and throughout Wicomico and Worcester Counties in the State of Maryland, he did, pursuant to said notice, attend at the door of the Court House in Princess Anne, Somerset County, Maryland, on the third day of April, in the year nineteen hundred and thirty-four, at two o'clock P.M., and then and there proceeded to sell the said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder, the property mentioned in said proceedings and in said decree, being all that piece or parcel of ground situated and lying in East Princess Anne Election District of Somerset County and State of Maryland, located on the Northerly side of and binding upon the County Road leading from Meadow Bridge to Princess Anne; bounded on the East by Hitch Ditch, separating the land hereby described from the land devised by Levin R. Pollitt by Item Three of his Last Will and Testament, dated August 22, 1925, and recorded among the Records of Wills of said Somerset County in Liber J. E. D. No. 33, Folio 95, to Emma C. Pollitt, his widow, for life, remainder to Levin, in fee simple, and the land of Martin White; on the North by the land formerly owned by S. Quinton Parker; on the West and in part on the South by the land formerly owned by Joseph Pusey, and on the South by the County Road aforesaid; containing two hundred (200) acres of land, more or less, being a part of the same land that was conveyed to the said Levin R. Pollitt, in his lifetime, by deeds as follows: From Alfred J. Pollitt, et al., dated July 24, 1893, recorded among the Land Records of said Somerset County in Liber H. F. L. No. 13, Folio 385; from Henry L. D. Stanford, Trustee, dated April 18, 1900, recorded as aforesaid in Liber O. T. B. No. 28, Folio 66; and from Alexander G. Malone, et al., dated March 16, 1904, recorded as aforesaid in Liber O. T. B. No. 39, Folio 67; said property being all the land of which the said Levin R. Pollitt, died, seized and possessed, except the land devised by said Item Three of his said Will, hereinbefore referred to, and being the same land that the said Levin R. Pollitt, by Item Four of his said Will, devised to his son, Levin E. Pollitt, and to his daughters, Bessie McAllen and Lucy E. Adkins, equally, in fee simple, the said Levin E. Pollitt and Mary L. Pollitt, his wife, having conveyed all their undivided one-third interest therein to the said Lucy E. Adkins by deed dated December 4, 1931, and recorded as aforesaid in Liber J. M.T. No. 102, Folio 122. And this Trustee then sold the same to Richard H. Hodgson, for the sum of Fifteen Hundred Dollars ($1500.00), he being at that sum the highest bidder therefor, the terms of sale being one-third cash on day of sale, balance payable in twelve months and to be secured by the bond of the purchaser, with sureties to be approved by said Trustee, credit portion to bear interest at six percent, from day of sale; or all cash on day of sale at the option of the purchaser, and said purchaser has elected to pay one-third of said purchase money in cash and the balance within twelve months.

Respectfully submitted,

J. Edgar Harvey, Trustee.

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of April, A. D. 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid,

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 of Sale 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 the day and year last above written.

SEAL OF NOTARY

Beulah E. Livingston, Notary Public.

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

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 30th day of April, in the year nineteen hundred and thirty-four, that the sale of the property mentioned in these proceedings, made and reported by J. Edgar Harvey, 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 30th day of May, A. D. 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 28th day of May, A.D. 1934.

The Report states the amount of sale to be Fifteen Hundred Dollars.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the eighth day of January in the year nineteen hundred thirty-six, 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:

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this eighth day of January in the year nineteen hundred and thirty-six, that the sale of the property made and reported by the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

James M. Crockett, 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.

Ida E. Ruark and Henry L. Ruark, her husband, Vs. Della McDaniel and Robert McDaniel, her husband, Clayton Jones and Beulah Jones, his wife, and Edna Collins and Frank Collins, her husband.	Be it remembered that heretofore, to wit, on the thirteenth day of February in the year nineteen hundred thirty-five, a certain Ida E. Ruark and Henry L. Ruark, by L. Creston Beauchamp, their solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Della McDaniel, Robert McDaniel,

her husband, Clayton Jones, Beulah Jones, his wife, Edna Collins, Frank Collins, her husband, which said bill of complaint is in the words following, to wit:

Ida E. Ruark and Henry L. Ruark, her husband, VS. Della McDaniel and Robert McDaniel, her husband, Clayton Jones and Beulah Jones, his wife, and Edna Collins and Frank Collins, her husband.	No. 4664 Chancery Circuit Court for Somerset County, Maryland

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

The Bill of Complaint of Ida E. Ruark and Henry L. Ruark, her husband, of Somerset County, Maryland, respectfully represents:

1. That, heretofore, a certain Ada L. Jones, late of Somerset County, Maryland, deceased, was in her life-time seized and possessed of certain real estate in East Princess Anne Election District, Somerset County, Maryland, containing 1¼ acres, more or less, with the improvements thereon, which was conveyed to the said Ada L. Jones and William J. Jones, her husband, by Benjamin L. Williams and others by deed dated the 18th of March, 1922, recorded among the land records of said Somerset County, in Liber W.J.S. No. 85, folio 462, the title and ownership of the entire property having become vested in the said Ada L. Jones upon the death of the said William L. Jones which occurred during the life-time of the said Ada L. Jones.

That being so seized and possessed the said Ada L. Jones departed this life intestate on or about the tenth day of December, 1934, leaving surviving her the following as her only children and heirs at law, namely, your oratrix, Ida E. Ruark, who married your orator, Henry L. Ruard; the defendant, Deall McDaniel, a daughter, who married the defendant, Robert McDaniel, and reside in Wicomico County, Maryland; the defendant, Clayton Jones, a son, who married the defendant, Beulah Jones, and reside in said Wicomico County; the defendant, Edna Collins, a daughter, who married Frank Collins, and reside in Worcester County, Maryland, all of said parties being adults, above the age of twenty-one years, and upon whom devolved all the interest of the said Ada L. Jones in said real estate.

3. That the said real estate is not susceptible of partition, without material loss and injury to the parties entitled to interests therein, as above stated, and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties entitled thereto according to their respective interest therein, but your orators are unable to obtain adequate relief or make sale of said real estate without the aid of this Honorable Court.

To the end, therefore,

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed among the parties entitled to interests therein according to their respective interests.

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

May it please your Honors to grant unto your orators the writ of subpoena of the state of Maryland directed to the said Della McDaniel and Robert McDaniel, her husband, and Clayton Jones and Beulah Jones, his wife, all adults of Wicomico County, Maryland, and Edna Collins and Frank Collins, her husband, adults, residing in Worcester County, Maryland, commanding them to be and appear in this Court, in person or by solicitor, in some

certain day to be named therein to show, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

L. Creston Beauchamp,
Solicitor for Complainants.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL THE STATE OF MARYLAND,

Della McDaniel, Robert McDaniel, Clayton Jones, Beulah Jones 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 March next to answer the complaint of Ida E. Ruark & Henry L. Ruark, her husband against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Anno Domini 1935 ISSUED the 13th day of February Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL THE STATE OF MARYLAND,

Edna Collins & Frank Collins, her husband 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 March next to answer the complaint of Ida E. Ruark & Henry L. Ruark, her husband, against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Anno Domini 1935 ISSUED the 13th day of February Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in March in the year nineteen hundred thirty-five, and the day of the return of the first above recited writ, came again into Court here the said complainants by their solicitor, and the Sheriff of Wicomico County, Charles H. Truitt, 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 Della McDaniel, Robert McDaniel, Clayton Jones, and Beulah Jones.

Charles H. Truitt, Sheriff.

And at the same time also came Ernest C. West, Sheriff of Worcester County, and made return thereof for the second writ in the words following, to wit:

Summoned severally and copy left with each defendant.

Ernest C. West, Sheriff.

And thereafter to wit, on the ninth day of April in the year nineteen hundred thirty-five, the Court here passed the following order, to wit:

Ida Ruark and Henry Ruark, her husband Vs. Della McDaniel and husband, Clayton Jones and wife and Edna Collins and husband.	No. 4664 Chancery Circuit Court for Somerset County, Maryland

It appearing from the proceedings in this cause that the defendants, Della McDaniel and Robert McDaniel, her husband, Clayton Jones and Beulah Jones, his wife, and Edna Collins and Frank Collins, her husband, have been summoned to the above Bill of Complaint, but have failed to appear, in person or by solicitor, and answer thereto;

It is thereupon, this 9th day of April, 1935, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said Bill of Complaint be, and the same is hereby taken pro confesso against the said defendants.

AND it is further ordered that depositions be taken before one of the standing examiners of this Court in support of the allegations of said Bill.

James M. Crockett, Judge.

And afterwards, to wit, on the twentieth day of April in the year nineteen hundred thirty-five, 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:

Ida Ruark and husband Vs. Della McDaniel et. als.	No. 4664 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, Maryland, on Saturday, the 20th. day of April, nineteen hundred and thirty five, I did take the following depositions, that is to say:

Lawrence M. Pusey, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Lawrence M. Pusey; age 53 years; residence East Princess Anne District; occupation farming.

Int. 2. Did you know Mrs. Ada L. Jones? Is she living or dead and if dead, when did she die? Did she or not leave a will?

Ans. I did know her. She died in December 1934. She left no will.

Int. 3. Please state what heirs she left and what, if any, real estate?

Ans. Her husband is dead. She left four children, Della McDaniel, the wife of Robert McDaniel, who live in Wicomico County; a son Clayton Jones, who married Beaulah Jones, who reside in Wicomico County; a daughter, Edna Collins, the wife of Frank Collins, who in Worcester County, and Ida E. Ruark, the wife of Henry L. Ruark who live in Somerset County. These are all of her heirs at law. At the time of her death she left a house and lot in East Princess Anne District, containing 1 3/8 acres, which she and her husband bought from Benjamin L. Williams and others. This property is worth about $500.00.

Int. 4. State whether or not in your opinion this property could be divided among the heirs at law of the said deceased?

Ans. As this property is a house and lot there is no way it could be divided between four people so that each would get as much as the other except by selling the property and dividing the proceeds. It cannot be divided in kind without loss and injury to the parties entitled to interests therein.

Court question and answer:

"Not that I know of".

Test: Harry C. Dashiell, Exam. Lawrence M. Pusey.

Henry L. Ruark, a witness of lawful age, being a witness of lawful age being first duly sworn, deposing says:

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

Ans. Henry L. Ruark; age 65 years; residence East Princess Anne District; occupation, farming.

Int. 2. Did you know Mrs. Ada L. Jones? If so, is she living or dead? If dead, what, if any, children or heirs survived her and did she or not die intestate?

Ans. Yes, I knew Mrs. Jones. She was the mother of my wife, Ida. Mrs. Jones died December 10, 1934, without leaving any will and leaving as her only heirs at law, my wife, Ida E. Ruark of Somerset County; Edna Collins, the wife of Frank Collins of Worcester County; Della McDaniel, the wife of Robert McDaniel and Clayton Jones, the husband of Beaulah Jones, all of Wicomico County. They are all adults above the age of twenty one years.

Int. 3. What, if any, property did she leave and give your idea of the value of it?

Ans. She left a house and lot in East Princess Anne Election District which she and her husband purchased jointly from Ben. Williams and others, containing about 1½ acres of land and worth about $500.00.

Int. 4. State whether or not in your opinion this property could be divided among the heirs at law of the said deceased, Ada L. Jones?

Ans. As this property is a house and lot there is no way it could be divided between four people so that each would get as much as the other without material loss and injury to the parties in interests. It should therefore be sold and the proceeds divided among the heirs at law.

Court question and answer:

"No".

Test: Harry C. Dashiell, Exam. Henry L. Ruark.

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

Given under my hand and seal this 20th. day of April, nineteen hundred and thirty five.

Harry C. Dashiell (Seal)
Examiner in Chancery.

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
Lawrence M. Pusey	witness & mileage	1.03
		$5.03

And thereafter, to wit, on the fifteenth day of May in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

Ida E. Huark and husband Vs. Della McDaniel and husband and others.	No. 4664 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 15th day of May, 1935, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the Clerk of the Circuit Court for said Somerset County a bond to the state of Maryland, executed by himself and a coporate surety to be approved by the said Clerk in the penalty of five hundred dollars, conditioned for the faithful performance of the trust reposed in him by this decree of that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty days notice inserted in some newspaper printed in said Somerset County, and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be one-half cash on the day of sale, and one-half to be paid six months from the day of sale, the deferred payment to be secured by the bond of the purchaser, with interest from the day of sale, and with security to be approved by the trustee; or all cash at the option of the purchaser.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of the sale by the Court and on the payment of the entire purchase money, and not before, the said trustee by good and sufficient deed, to be executed and acknowledged according to law, shall convey to the purchaser of said property, to his her, or their heirs, 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 through or under them. And the said trustee shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said trustee as the Court shall think proper to allow, on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett, Judge.

And thereupon, the said L. Creston Beauchamp, trustee, filed in Court here a bond in the words following, to wit:

KNOW all men by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and The Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of June, nineteen hundred and thirty-five.

WHEREAS, the above bound L. Creston Beauchamp, by virtue of a decree of the Circuit Court for Somerset County, Maryland, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Ida E. Ruark and husband against Della McDaniel and others, the same being No. 4664 on the Chancery docket of said Court, and now pending in said Court.

NOW, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue.

L. Creston Beauchamp (Seal)

THE MARYLAND CASUALTY COMPANY,

by

L. Creston Beauchamp,

Attorney in fact.

Test: J. R. Stewart

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on eighth day of November in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

Ida E. Ruark and husband Vs. Della McDaniel and Robert McDaniel, her husband, Clayton Jones and Beulah Jones, his wife, and Edna Collins and Frank Collins, her husband.	No. 4664 Chancery Circuit Court for Somerset County, Maryland

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

The report of L. Creston Beauchamp, trustee appointed by a decree of this Court in the above entitled cause, dated the 15th of May, 1935, to make sale of certain real estate therein mentioned, respectfully represents:

That after having given bond with approved 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 having given notice of the time, place, manner and terms of sale by advertisement inserted in the Marylander and Herald, a newspaper published in said Somerset County, for at least three successive weeks before the day of sale, and by handbill posted at the Court House door in Princess Anne, Maryland, he did, pursuant to said notice attend at the said Court House door, in Princess Anne, Maryland, on Tuesday, the 11th day of June, 1935, at or about the hour of 1.50 P.M., and then and there proceed to sell said real estate in manner following:

He offered all that lot of land in East Princess Anne Election District, Somerset County, Maryland, on the county road leading through West Post Office, adjoining the lands of O. M. Ruark and others, containing 1¼ acres, more or less, which was conveyed to Ada L. Jones and Wm. J. Jones, her husband, by Benjamin L. Williams and others by deed dated the 18th of March, 1922, recorded among the land records of said Somerset County in Liber W.J.S. No. 85, folio 462 improved by a comfortable dwelling and outbuildings, and sold the

same to Dale Dashiell at and for the sum of three hundred and sixty-five dollars, he being the highest and best bidder therefor at and for said sum, and the purchaser has complied with the terms of sale to the satisfaction of the decree filed in the case.

The trustee makes the following distribution of the proceeds of said sale:

Whole amount of sale		$265.00
Costs, as taxed by Clerk	$27.60	
Advertising Sale & Order Nisi	21.50	
State & County taxes, 1933-34	18.20	
Premium on Bond	5.00	
Auctioneer	3.00	
Bill of T. J. Smith	16.25	
Judgment vs. Ida Ruark	20.00	
Commissions, per Chancery Rule	29.20	140.75
Amount allowed Dale Dashiell for funeral of		224.25
Mrs. Ada Jones, deceased		$224.25

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 8th day of November, 1935, before me, the subscriber, Clerk of the Circuit Court for Somerset County aforesaid, personally appeared L. Creston Beauchamp, trustee named in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of proceeds therefrom were fairly made.

J. Millard Tawes, Clerk.

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

Ida E. Ruark and husband Vs. Della McDaniel and Robert McDaniel, her husband, Clayton Jones and Beulah Jones, his wife, and Edna Collins and Frank Collins, her husband.	No. 4664 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 8th day of November, 1935, that the sale of property made and reported by L. Creston Beauchamp, trustee mentioned in the report, and the distribution of proceeds from said sale, be and the same are hereby finally ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 21st day of December, 1935, provided a copy of this order nisi be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 21st day of December, 1935.

The report states the amount of sale to be $365.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the eighth day of January in the year nineteen hundred thirty-six; came again into Court here the said complainants, by their solicitor aforesaid, and on motion of the said complainants, by their solicitor, aforesaid, the Court here passed the following order, to wit:

Ida E. Ruark and husband Vs. Della McDaniel and others	No. 4664 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 8th day of January, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds thereof by him made, be and the same are hereby finally ratified and confirmed.

James M. Crockett, 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.

James H. Adams Vs. Verena Adams.	Be it remembered that heretofore, to wit, on the tenth day of September in the year nineteen hundred thirty-five, a certain James H. Adams by George H. Myers, his solicitor, exhibited and filed in the

Circuit Court here a bill of complaint against Verena Adams, which said bill of complaint is in the words following, to wit:

James H. Adams Vs. Verena Adams.	No. 4747 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator complaining says:

First: That during the year nineteen hundred and ten, a certain Margaret A. Adams, mother of your orator, and the said defendant departed this life intestate leaving no husband surviving but leaving as her sole heirs at law the following children all of whom were of full age, to-wit: the defendant Verena Adams, a daughter, also four other daughters, namely, Annie Adams, Ada Adams, Estelle Long and Lena Adams, also one son, your orator, the said James H. Adams.

Second: That the said Margaret A. Adams was seized in fee simple at the time of her death of a farm containing one hundred sixty six and five-eighths acres, more or less, situate in Brinkley's Election District, Somerset County, Maryland, which said farm was allotted to the said Margaret A. Adams in a division of the real estate of her father, Henry W. Matthews and is laid down and described as division No. 3, on the plat filed with the return of the Commissioners appointed to value and divide the real estate of the said Henry W. Matthews recorded among the Chancery records of said Somerset County in Liber L. W. No. 6, folio 503 et seq; which said farm upon the death of the said Margaret A. Adams descended in equal shares to your orator and the said Verena Adams,

Annie Adams, Ada Adams, Estelle Long and Lena Adams, as the only children and heirs at law of the said Margaret A. Adams.

Third: That by deed dated January twenty-third, nineteen hundred and twelve, the said Annie Adams, Lena Adams and Estelle Long, together with Sidney C. Long, her husband, conveyed to your orator all of the several interests in the aforedescribed farm which the said grantors in said deed inherited from their said mother, Margaret A. Adams, which said deed is herewith filed as part hereof, marked Plaintiff's Exhibit "A"; and by deed dated July twentieth, nineteen hundred and twenty-five, the said Annie W. Adams, Lena Adams and Estelle Long, together with Sidney C. Long, her husband, conveyed to your orator all of the several interests in the aforedescribed farm which descended to them respectively as heirs at law of the said Ada Adams, which said deed is herewith filed as part hereof marked Plaintiff's Exhibit "B"; that as a result of the conveyance to your orator of the interests of the aforesaid several parties to the aforementioned deeds and as a result of his inheritance from said Margaret A. Adams and Ada Adams, your orator is now seized in fee simple of an undivided five-sixths interest in the aforedescribed farm and the defendant Verena Adams is seized of the remaining undivided one-sixth interest therein as heir at law of the said Margaret A. Adams and Ada Adams.

Fifth: That the said Verena Adams is a person of unsound mind and has been adjudged non compos mentis and is now confined in the Maryland State Hospital for the Insane at Cambridge, Maryland, but no guardian or committe has been appointed to take care of the person or estate of said Verena Adams.

Sixth: That the aforedescribed real estate is not susceptible of partition without material loss and injury to the partie entitled to interests therein as above stated and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

To the end therefore.

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

2. That the proceeds of said sale may be distributed between your orator and the said defendant, according to their respective rights and interests.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Verena Adams, an adult, now residing in Dorchester County, in the State of Maryland, in the custody of Dr. Charles J. Carey, Superintendent of the Maryland State Hospital for the Insane, at Cambridge, Maryland, commanding her to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound,

Geo. H. Myers,
Solicitor for Plaintiff.

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

This Deed, Made this Twenty-third day of January one thousand nine hundred and twelve, by Annie Adams, Estelle Long and Sidney C. Adams, her husband, and Lena Adams, all of Somerset County, in the State of Maryland, WITNESSETH that in consideration of the sum of Nine Hundred Dollars ($900.00) in hand paid by James H. Adams, of said County and State, the receipt of which is hereby acknowledged, Annie Adams, Estelle Long and Sidney C.

Long, her husband, and Lena Adams do grant unto the said James H. Adams, his heirs and assigns, in fee simple, all their right, title, interest and estate in and to all that farm, tract or parcel of land, situate, lying and being in Brinkley's District, Somerset County, and State of Maryland, containing one hundred and sixty-six and five-eighths acres, more or less, the same being all the real estate and premises of which Margaret A. Adams, late of Somerset County, deceased, died seized and possessed, and which descended unto the said James H. Adams, Annie Adams, Estelle Long and Lena Adams and Venie Adams and Ada Adams as her only children and heirs at law, and which said real estate is a part of the real estate formerly belonging to Henry W. Matthews, the father of said Margaret A. Adams, and which was allotted to the said Margaret A. Adams by the Commissioners appointed by the Circuit Court for Somerset County to value and divide the real estate of said Henry W. Matthews, and is laid down and described as Division No. Three (3) on the plat filed with the return of said Commissioners duly recorded in the Chancery Records of Somerset County in Liber L. W. No. 6 folio 503 etc to which said plat, return of said Commissioners, and all the proceedings in said Chancery cause, 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

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 James H. Adams, his heirs and assigns forever, in fee simple.

And the said Annie Adams, Estelle Long and Sidney C. Long, her husband, and Lena Adams covenant that they will warrant generally the property hereby granted and conveyed, and that they will execute such further assurances of said Land as may be requisite.

WITNESS the hands and seals of the said grantors.

Test: as to Annie Adams, Estelle Long and Sidney C. Long.	Annie W. Adams	(Seal)
	Estella Long	(Seal)
	Sidney C. Long	(Seal)
Test: as to Lena Adams.	Lena Adams	(Seal)

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 23 day of January in the year nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Annie Adams, Estelle Long and Sidney C. Long, her husband, --------, and acknowledged the foregoing deed to be their respective act and deed.

William T. Beauchamp, J. P.

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, That on this Twenty-third day of January in the year one thousand nine hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Lena Adams and acknowledged the foregoing Deed to be her deed and act.

William T. Beauchamp, J. P.

Received for Record Feby. 23, 1912 and recorded in Liber S.F.D. No. 59 Folio 62, &c, one of the Land Records of Somerset County.

S. Frank Dashiell, Clerk.

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

This Deed, Made this 20th day of July, one thousand nine hundred and twenty-five, by Annie W. Adams, of Worcester County, in the State of Maryland, and Estelle Long and Sidney C. Long, her husband, and Lena Adams, of Somerset County, in the State of Maryland, Witnesseth that in consideration of the sum of one hundred and eighty dollars paid by James H. Adams, of said Somerset County, in the State of Maryland, the said Annie W. Adams, Estelle Long and Sidney C. Long, her husband, and Lena Adams, do grant unto the said James H. Adams, his heirs and assigns, in fee simple, all the right, title, interest and estate of the said Annie W. Adams, Estelle Long and Lena Adams, in and to all that farm or tract of land, situate, lying and being in Brinkleys Election District, in Somerset County, Maryland, and described as follows, that is to say, all that farm or tract of land, containing one hundred and sixty-six and five-eighths acres, more or less, which is mentioned, described and conveyed in a deed to the said James H. Adams from the said Annie W. Adams, Estelle Long and Sidney C. Long, her husband, and Lena Adams, dated the 23rd day of January, 1912, recorded among the land records of said county in Liber S.F.D. No. 59, folio 62 etc, to which said deed and all the references in said deed contained, reference is hereby made for full and accurate description of the land hereby conveyed; the interest hereby conveyed in said land being the interest which the said Annie W. Adams, Estelle Long and Lena Long inherited as heirs of Ada Adams, a sister of the said James H. Adams, Annie W. Adams, Estelle Long and Lena Adams.

Together with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

To have and to hold the said interests in said lands and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James H. Adams, his heirs and assigns, in fee simple.

And the said Annie W. Adams, Estelle Long and Sidney C. Long, her husband, and Lena Adams covenant that they will warrant generally the property hereby granted and conveyed, and that they will execute such further assurances of said Land as may be requisite.

Witness the hands and seals of the said grantors.

Test: as to Estelle and Sidney Long: Estelle Long (Seal)

Fred N. Holland Sidney C. Long (Seal)

Test as to Lena Adams: Fred N. Holland Lena Adams (Seal)

Test as to Annie W. Adams: Francis D. Young Annie W. Adams (Seal)

State of Maryland, Somerset County, towit:

I hereby certify that on this 20th day of July, 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 Estelle Long and Sidney C. Long, her husband, two of the grantors in the foregoing deed, and did each acknowledge the said deed to be their respective act and deed, and I further certify that the said grantors signed the foregoing deed in my presence, and that I witnesseth their signatures to the same.

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

Fred N. Holland, Justice of Peace.

Revenue stamp--50¢

State of Maryland, Worcester County, to wit:

I HEREBY CERTIFY, That on this 21st day of July, in the year one thousand nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Mary-

land, in and for Worcester County aforesaid personally appeared Annie W. Adams, one of the grantors in the foregoing deed, and acknowledged the foregoing Deed to be her deed and act, and I further certify that the said grantor signed the foregoing deed in my presence and that I witnesseth her signature to the same.

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

SEAL OF NOTARY

Francis D. Young, Notary Public.

State of Maryland, Somerset County, towit:

I hereby certify that on this 20th day of July, nineteen hundred and twenty-five, before me, the subscriber, a Justice of the Peace, State of Maryland, in and for Somerset County, personally appeared Lena Adams, one of the grantors in the foregoing deed, and acknowledged the said deed to be her act and deed, and I further certify that the said grantor signed the said deed in my presence, and that I witnessed her signature to the same.

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

Fred N. Holland, Justice of the Peace

Received for Record Jul. 21, 1925 and recorded in Liber W.J.S. No. 92 Folio 101, &c, one of the Land Records of Somerset County, and examined per,

W. Jerome Sterling, Clerk.

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

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Verena Adams of Dorchester County, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY, in October next to answer the complaint of James H. Adams against you in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of September Anno Domini 1935 ISSUED the 10th day of September Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in October in the year nineteen hundred thirty-five, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Dorchester, Roy S. Melvin, 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:

Summoms and copy of the within writ left with said defendant, also copy of within writ left with Dr. Charles J. Carey, Custodian of said defendant this 11 day of Sept. 1935.

Roy S. Melvin, Sheriff.

And thereafter to wit, on the ninth day of October in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

James H. Adams Vs. Verena Adams.	No. 4747 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of James H. Adams, plaintiff in the above cause, respectfully shows:

That the defendant, Verena Adams has been duly summoned to appear to the bill of complaint in the above cause exhibited against her but being a person non compos mentis she cannot answer and defend this suit for herself.

Your petitioner, therefore, prays your Honor to appoint a guardian ad litem to appear and answer for said incompetent defendant.

And as in duty bound,

Geo. H. Myers,

Solicitor for Petitioner.

STATE OF MARYLAND, SOMERSET COUNTY, TO-WIT:

I hereby certify that on this 9th day of October, nineteen hundred and thirty-five, before me the subscriber, Associate Judge of the Circuit Court for Somerset County aforesaid, personally appeared George H. Myers, Solicitor aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

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

James M. Crockett, Judge.

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

Ordered this 9th day of October, nineteen hundred and thirty-five, by the Circuit Court for Somerset County in Equity, upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Verena Adams, non compos mentis defendant in the above case.

James M. Crockett, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

James H. Adams Vs. Verena Adams.	No. 4747 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Verena Adams, by James R. Stewart, her guardian ad litem duly appointed by order of this Court to the bill of complaint of James H. Adams, in the above cause exhibited against her.

This defendant being non compos mentis cannot admit any of the matters and things in said bill alleged and submits her rights thereunder to the protection of this Court.

And as in duty bound,

James R. Stewart,

Guardian Ad Litem.

And thereafter to wit, on the eleventh day of October in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

James H. Adams Vs. Verena Adams	No. 4747 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of James H. Adams, plaintiff in the above cause, respectfully shows:

That James R. Stewart duly appointed guardian ad litem for Verena Adams mentally incompetent defendant has answered your petitioner's bill of complaint neither admitting or denying the allegations thereof but submitting the rights of the said Verena thereunder to the protection of this Court.

Your petitioner, therefore, prays your Honor to pass an order authorizing him to take testimony before one of the standing examiners of this Court to support the allegations of his said bill of complaint.

And as in duty bound,

Geo. H. Myers,
Solicitor for Petitioner.

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

Ordered this 11th day of October, nineteen hundred and thirty-five, by the Circuit Court for Somerset County in Equity, upon the aforegoing petition that leave be and the same is hereby granted to the parties to the above suit to take testimony before one of the standing examiners of this Court.

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-ninth day of October in the year nineteen hundred thirty-five, 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:

James H. Adams Vs. Verena Adams.	No. 4747 Chancery Circuit Court for Somerset County, Maryland

In the above entitled cause, an order having been passed for the taking of testimony, I Harry C. Dashiell, one of the standing Examiners of the Circuit Court for Somerset County, in Equity, do hereby certify that on the 16th day of October, 1935, at the office of George H. Myers, in Princess Anne, Somerset County, Maryland, I did take the following depositions, that is to say:

James H. Adams, a witness of lawful age, having been duly sworn deposing says:

Q. State, your name, residence, age, and occupation.

A. James H. Adams, Marumsco, Somerset County, 63, farmer.

Q. Do you know the parties to this suit, and if so, how long have you known them?

A. I am the plaintiff, I have known the defendant all of my life.

Q. Did you know Margaret A. Adams in her life time, is she living or dead, if dead when and where did she die; did she leave a will; and who are her heirs at law?

A. I did know Margaret A. Adams; she was my mother, she died during the year 1910, leaving no will but leaving as her sole heirs at law five daughters and one son; I was the only boy, the daughters of Margaret A. Adams were Annie Adams, Ada Adams, Estelle Long, Lena Adams and the defendant, Verena Adams. They are all living except Ada who died about ten years ago, leaving no will or descendants or heirs. She was never married.

Q. What real estate did your mother own at the time of her death?

A. She owned a farm situate in Brinkley's District on which I now live, the papers call for one hundred sixty six and five-eighths acres, which is about right, it was allotted to her in the division of the real estate of her father, Henry W.

Matthews.

After my mother's death I purchased the interest of my sisters Annie, Lena and Estelle and obtained a deed for these interests. Shortly after Ada's death, I purchased from Annie, Lena and Estelle, all of their interests in Ada's part of the farm so that the farm is owned entirely now by the defendant, Verena Adams, who has a one-sixth interest and by myself who owns the other five-sixths interest. Plaintiff here files with the Examiner to be used as evidence in this case original deed from Annie Adams and others to James H. Adams, filed as Exhibit A, with the bill of complaint; also the original deed from Annie W. Adams and others to James H. Adams, filed as Exhibit B, with the bill of complaint.

Q. State the quality of the farm which your mother left, a description of the buildings and your estimate of the property.

A. About sixty five acres is tillable land, the rest is in woods. It is improved by a two-story frame six room dwelling and small barn, the value of the whole at present would be about $2000.00.

Q. Where is the defendant, Verena Adams now, and what is her condition of health mentally and physically?

A. She is confined in the Maryland State Hospital for the Insane at Cambridge, Maryland, she was sent away in 1902 after a jury had decided that her mind was unsound and she has been in the asylum ever since. There was never any committee or guardian appointed for her. She has been cared for at the expense of the State or county.

Q. Is or not the real estate which your mother left susceptible of partition among the parties entitled to interest in it without material loss to such parties, and would it or not be for the benefit and interest of the said parties to sell the property and divide the proceeds among them?

A. It would not be desirable to undertake to divide it--there is only one set of buildings and a comparatively small piece of land without buildings such as would be layed off to the defendant would not be marketable in that neighborhood. It would without doubt be for the benefit and interest of both parties to sell the property as a whole and divide the proceeds.

Plaintiff here files with Examiner to be used as evidence in this case certified copy of inquisition and order of court finding the defendant, Verena Adams to be insane, marked Exhibit "C", also certified copy of order of Court transferring the said Verena Adams from Montevue Asylum at Frederick, Maryland, to the Maryland Hospital for the Insane in Baltimore County, marked Exhibit "D".

Court's question here ased witness who answers nothing more.

Test: Harry C. Dashiell, Examiner James H. Adams.

Mrs. Margie Broughton, a witness of lawful age, having been duly sworn, deposes and says:

Q. State your name, residence, age and occupation.

A. Margie Broughton, Kingston, Md., 51, housewife.

Q. Do you know the parties to this suit, and if so how long have you know them?

A. I have known both of them all my life.

Q. Did you know Mrs. Margaret A. Adams?

A. Yes sir.

Q. And her children?

A. Yessir.. Mrs. Margaret Adams died about the year 1910, as has been stated. She left five daughters and one son. I knew them all the girls, Annie, Ada, Lena, and Verena were never married. The other daughter, Estelle married Mr. Sidney C. Long, the son is the plaintiff, Mr. James H. Adams. They are all living except Ada who died about ten years ago.

Q. Do you know where Miss Verena Adams is now?

A. Yes, she is at the State Hospital for the Insane at Cambridge.

Q. Do you know how long she has been confined in an insane asylum?

A. 33 years.

Q. Do you know the property left by Mrs. Margaret Adams at the time of her death?

A. Yessir. It is now occupied by Mr. James H. Adams.

Q. In your opinion could that farm be divided between Mr. James H. Adams and Miss Verena Adams without material loss and injury to them and would it or not be preferable to sell it as a whole and divide the proceeds between them.

A. I think it would be better to have it sold and divide the proceeds.

Q. Does Miss Verena have any committee or guardian.

A. I never heard of it.

Q. Did Mrs. Margaret Adams leave a husband surviving her or did she leave a will.

A. I don't think she left either one-- her husband died before she did, and I never heard of a will. Her only heirs at law were the six children whom I have named.

Q. Do you know whether Ada left a will?

A. I don't think she did she was sent away to the same asylum at Frederick at the time Verena was sent away, and Ada died there.

Court's question here asked witness who answers nothing more.

TEST: Harry C. Dashiell, Examiner Margie Broughton.

Mr. Edgar F. Broughton, a witness of lawful age, having been duly sworn, deposes and says:

Q. State your name, residence, age and occupation.

A. Edgar F. Broughton, Kingston, Md., 58, farmer.

Q. How long have you known Mr. Adams and Miss Verena?

A. All my life.

Q. Did you know Margaret A. Adams, is she living or dead, if dead when did she die, did she leave a will or a husband surviving, and who are her heirs at law?

A. I did know Margaret A. Adams, she died as they say about 25 years ago, her husband died before she did, and she left no will that I ever heard of, her only heirs at law were her six children Annie, Ada, Lena, Verena and Estelle and her son, the plaintiff, James H. Adams. None of the girls ever married except Estelle, who is married to Mr. Sidney C. Long. They are all living except Ada who died about ten years ago. Ada left no will that I ever heard of. She was off at the asylum when she died.

Q. Do you know the real estate owned by Mrs. Margaret A. Adams at the time of her death, if so state its quantity, quality, description and value?

A. I have known the farm practically all of my life, I guess the acreage as Mr. Adams gave is about right, and his estimate of the 65 acres in cultivation is also correct. The rest is woodland, The house is a six room two-story frame dwelling and there is a small barn. It ought to be worth $2000 at present value.

It is located on the eastward side of the road leading from Marumsco to Rehoboth but lies back from the road, but the land doesn't come out to the road.

Q. Is or not this farm in your judgment susceptible of partition without material loss and injury to the parties entitled to interests therein and would it or not be for the benefit and interest of said parties to sell the farm as a whole and divide the proceeds between them?

A. I understand Mr. James H. Adams owns five-sixths and Miss Verena Adams one-sixth of the farm. It would cause loss to the defendant to undertake to lay off one-sixth of the land for her, a small place life that with no buildings would not be desirable or salable in that neighborhood. The farm lies three-quarters of a mile from the public road. It would be for the benefit of all parties to sell the property as a whole and divide the proceeds among them.

Q. Do you know where Miss Verena is now?

A. Yessir, in Cambridge Hospital.

Q. How long has she been in the insane asylum?

A. 33 years.

Q. Do you know whether she has any guardian or committe appointed to take care of her property?

A. I never heard of any.

Court's question here asked witness who answers nothing more.

TEST: Harry C. Dashiell, Examiner Edgar F. Broughton.

No further witness being produced before me to be examined I herewith return the aforegoing depositions to Court closed under my hand and seal and certify that the annexed bill of costs is correct.

Harry C. Dashiell (seal)

Examiner in Chancery.

BILL OF COSTS

Examiner's fee	$4.00
Edgar F. Broughton fee Witness	1.35
Margie Broughtons fee witness	1.35
Total---------	$6.70

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

In the matter of the Lunacy of Verena Adams.	No. 24 Appeals and Petitions In Circuit Court for Somerset County. January Term, 1902

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

The petition of Henry J. Waters, State's Attorney for Somerset County, respectfully represents, That Verena Adams has been arrested upon a warrant issued by William M. Hunt, a Justice of the Peace of the State of Maryland, in and for Somerset County, charging the said Verena Adams with committing an assault and battery upon Ada J. Adams on the 26th day of March, 1902, in the County and State aforesaid and is now in the custody of the Sheriff of Somerset County.

Your Petitioner suggests that at the time of the commission of the said officer, the said Verena Adams was a lunatic or insane person and still is so.

Your petitioner therefore prays the Court to pass an order directing the Sheriff

of said County to forth with empanel a jury of twelve good and lawful men and charge them to inquire whether the said Verena Adams was at the said time and still is a lunatic or insane person and if she be so found that the Court may direct her to be confined in some suitable place.

And as in duty bound &c.,

Henry J. Waters,
State's Attorney.

Upon the foregoing petition it is this 1st day of April, 1902 in the year 1902 ordered by the Circuit Court for Somerset County, that a jury of twelve good and lawful men be forth with empanelled and sworn by the Sheriff of Somerset County and charge to inquire whether the said Verena Adams was insane or a lunatic at the time of the commission of the offense charged, and still is so.

Henry Page.

We, the Jurors duly empanelled and sworn and charged to inquire whether the said Verena Adams was a lunatic or insane person at the time of the commission of the officer charged in the petition and filed in the matter of the lunacy of Verena Adams, do find that the said Verena Adams was a lunatic or insane person at the time of the commission of the offense charged and still is so,

Witness our hands and seals this Third day of April, 1902.

Columbus Riggin	(Seal)
A. A. Long	(Seal)
John H. Massey	(Seal)
Sidney T. Cox	(Seal)
G. A. Johnson	(Seal)
J. C. Carver	(Seal)
S. S. Handy	(Seal)
J. J. Matthews	(Seal)
J. H. Long	(Seal)
William T. Cluff	(Seal)
T. H. Beale	(Seal)
Geo. E. Davis	(Seal)

On the above inquisition and finding, it is this 5th day of April, 1902, ordered by the Circuit Court for Somerset County, that the said Verena Adams so found by the verdict of the jury, to be insane, be confined at Montevue Asylum at Frederick, Md., at the expense of Somerset County, until she shall have recovered her reason, or shall have been discharged by due course of law.

Henry Page.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing is a true and correct copy of the Inquisitions in the case of In the matter of the Lunacy of Verena Adams, the same being No. 24 Appeals, of the Circuit Court for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 10th day of October, 1935.

SEAL
OF
COURT

J. Millard Tawes, Clerk.

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

In the matter of the Lunacy of Verena Adams.	No. 24 Appeals and Petitions in the Circuit Court for Somerset County, January Term, 1902.

In the matter of the Lunacy of Verena Adams the same being No. 24 Appeals and Petitions in the Circuit Court for Somerset County, January Term 1902. It is this 16th day of January, 1905, ordered by the Circuit Court for Somerset County, that the said Verena Adams be removed from Montevue Asylum at Frederick, Md., and be confined in the Maryland Hospital for the Insane Baltimore County, Maryland, at the expense of Somerset County, until she shall have recovered her reason, or shall have been discharged by due course of law.

Charles F. Holland,

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing Order is truly and correctly copied from the case, In the matter of the Lunacy of Verena Adams, same being No. 24 Appeals of the Circuit Court for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 10th day of October, 1935.

SEAL OF COURT

J. Millard Tawes, Clerk.

And thereafter, to wit, on the thirteenth day of November in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

James H. Adams Vs. Verena Adams	No. 4747 Chancery Circuit Court for 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 thirteenth day of November in the year nineteen hundred and thirty-five by the Circuit Court for Somerset County, Maryland, sitting in Equity, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned be sold, that George H. Myers be and he is hereby appointed Trustee to make sale, and that the Course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a corporate surety to be approved by this Court, or by the Clerk thereof, in the penalty of two thousand dollars or individual sureties to be approved as aforesaid, in the penalty of four thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in said Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-half cash on the day of sale and the balance within six months from day sale, the credit portion to be secured to the satisfaction of the trustee and to bear interest, or all cash at the option of the purchaser or purchasers, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court

a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their ---- the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett, Judge.

And thereupon the said George H. Myers, trustee, filed in Court here a bond in the words following, to wit:

THAT WE, George H. Myers, as principal, and James H. Adams and -----, as sureties, all of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars, to be paid to the State or to 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 fourteenth day of November, nineteen hundred and thirty-five.

WHEREAS, the above bounden George H. Myers, by virtue of a decree of the Circuit Court for Somerset County in Equity, has been appointed Trustee to sell the property mentioned in the proceedings in the suit of James H. Adams vs. Verena Adams, now pending in said Court, the same being No. 4747 on the Chancery Docket thereof.

NOW THE CONDITION OF THE OBLIGATION IS SUCH, That 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 in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

M. Edna Barnes — Geo. H. Myers (Seal)

M. Edna Barnes — James H. Adams (Seal)

WITNESSES

Which said Bondwas thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter, to wit, on the tenth day of December in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

James H. Adams Vs. Verena Adams	No. 4747 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 Somerset News a paper printed in said Somerset County once a week for three successive weeks before the day of sale and by hand-bills extensively circulated in said County, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland on the tenth day of December in the year nineteen hundred and thirty-five at about 2:00 o'clock P.M., and then and there did proceed to sell said property.

That is to say, your trustee offered by public auction the property mentioned in said decree and in said advertisement, and particularly described as follows: All that farm situate in Brinkley's Election District in said Somerset County, whereon the said James H. Adams now resides, lying on the eastward side of the county road leading from Marion to Rehoboth, containing ONE HUNDRED SIXTY FIVE ACRES, more or less, and being the same and all of the real estate of which Margaret A. Adams, late of Somerset County deceased, died seized and possessed, and being the same land which was allotted to the said Margaret A. Adams by Commissioners appointed by the Circuit Court for Somerset County, to value and divide the real estate of Henry W. Matthews, father of the said Margaret A. Adams, and which is laid down and described as Division No. 3, on plat filed with the return of said Commissioners duly recorded in the Chancery Records of said Somerset County, in Liber L. W. No. 6, folio 503, et seq.

And sold the same to James H. Adams, of said Somerset County, he being then and there the highest bidder therefor, at the sum of Fifteen Hundred Dollars and said purchaser has complied with the term of sale, by paying $450.00 thereof in cash, and agrees to pay the balance upon ratification of said sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

State of Maryland,

Somerset County, Sct;

On this ---- day of December nineteen hundred and thirty-five, 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.

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

James H. Adams Vs. Verena Adams	No. 4747 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 eleventh day of January, 1936, 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, 1936.

The Report states the amount of Sales to be $1500.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the thirteenth day of January in the year nineteen hundred thirty-six, 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:

James H. Adams Vs. Verena Adams.	No. 4747 Chancery Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This thirteenth day of January, 1936 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.

James M. Crockett, 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.

George H. Myers, Assignee, Ex parte under power in mortgage from Asbury S. Henderson and Matilda T. Henderson.	Be it remembered that heretofore to wit, on the eighteenth day of November in the year nineteen hundred thirty-five, 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 Margaret Virginia Coons by a certain Asbury S. Henderson and Matilda T. Henderson, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 26th day of August in the year nineteen hundred and twenty four, by Asbury S. Henderson and Matilda T. Henderson, his wife, of Somerset County and State of Maryland,

WITNESSETH that whereas the said Asbury S. Henserson and Matilda T. Henderson, his wife, are justly and bona fide indebted unto Margaret Virginia Coons in the full and just sum of Three Thousand Dollars ($3000.00), and have given to the said Margaret Virginia Coons their bill obligatory for said principal sum, payable 3 years after date, with interest from date, payable semi-annually from date date hereto, and to better and further secure the payment of 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 Asbury S. Henderson and Matilda T. Henderson, his wife, do grant and convey unto Margaret Virginia Coons, her heirs and assigns, in fee simple, all the two lots or parcels of land, situate, lying and being in Brinkley's 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, and on the north east side of the County Road leading from Rehobeth to Hudson's store at Harold's, adjoining the land of Nelson Parker on the north, the land of Frank Wilkins on the south, the land of Ella M. Beauchamp on the east and containing 13 1/8 acres, more or less; and being

the same land which was conveyed unto the said Asbury S. Henderson by Paul Wilkins and wife by deed dated the 13th., day of September, 1917, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 73 folio 347 etc.,

SECOND: All that lot or parcel of land, situate as aforesaid, and on the east side of the County Road leading from Rehobeth to Hudson's store at Harold's, beginning for the same at a double white oak on the north line of land conveyed to Frank Wilkins from Stephen Beauchamp and wife, thence running north eighty three and a half degrees west by and with the norther line of said land 24 4/5 poles to the county road at a point in a ditch on the east side of said county road opposite a marked white gum the corner bounder in the deed from Stephen Beauchamp and wife to Frank Wilkins, thence running south fourteen degrees west by and with the eastern side of said county road 13 poles to a stone bounder on the east side of said county road, thence running in a right line to the first bounder, containing one acre, more or less; and being the same land which was conveyed unto the said Asbury S. Henderson and Matilda T. Henderson, his wife, by Frank Wilkins and wife by deed dated the 26th., day of November, 1919, and recorded among the land records aforesaid in Liber W.J.S. No. 79 folio 361 etc.,

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, 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 Asbury S. Henderson and Matilda T. Henderson, 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 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 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 thirty 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 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 said mortgagors.

Asbury S. Henderson (Seal)

Test: Harry C. Dashiell Matilda T. Henderson (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 26th day of August 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 Asbury S. Henderson and Matilda T. Henderson, 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 Margaret Virginia Coons, 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.

Edgar A. Jones, Justice of the Peace.

Received for Record Aug. 26, 1924 and recorded in Liber W.J.S. No. 88 Folio 514 &c 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

mortgage to L. Creston Beauchamp.

Witness my hand and seal this 9th day of November, 1935.

Test: Lutie M. White

Margaret Virginia Coons (Seal)
Vergie M. McCready

ASSIGNMENTS

For value received I hereby re-assign the within mortgage to Margaret Virginia Coons (Vergie M. McCready).

Witness my hand and seal this 11th day of November, 1935.

Witness: Geo. H. Myers

L. Creston Beauchamp (Seal)

For value received and for the purpose of foreclosure, I hereby assign the within mortgage to George H. Myers.

Witness my hand and seal this 11th day of November, 1935.

Test: Allen H. Adams.

Margaret Virginia Coons (Seal)
Margaret Virginia McCready

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, as principal, and Margaret V. McCready and --- as sureties, all of Somerset County, State of Maryland, 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 or to 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 fourteenth day of November, nineteen hundred and thirty-five.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Asbury S. Henderson and Matilda T. Henderson, his wife, to Margaret Virginia Coons, dated August twenty sixth, nineteen hundred and twenty-four, and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 88, Folio 514, 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.

M. Edna Barnes
Allen H. Adams
WITNESSES.

Geo. H. Myers (Seal)
Margaret Virginia McCready (Seal)

Which said bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eleventh day of December in the year nineteen hundred thirty-five, 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 Asbury S. Henderson and Matilda T. Henderson.	No. 4770 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 Asbury S. Henderson and Matilda T. Henderson to Margaret Virginia Coons and dated August 26, 1924 and recorded among the Land Records of said Somerset County in Liber No. 88 folio 514, 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, 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 weekly newspaper 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 10th day of December in the year nineteen hundred and thirty five at 2:00 o'clock P.M., and then and there proceed to sell said property, to-wit: All the following lots or parcels of land described in said mortgage, situate in Brinkley's Election District, in said Somerset County, to-wit:

First: All that lot or parcel of land, situate as aforesaid, and on the northeast side of the county road leading from Rehoboth to Hudson's store at Harold's, adjoining the Land owned or recently owned by Nelson Parker, Frank Wilkins and Ella M. Beauchamp, and containing 13 1/8 acres, more or less; and being the same land which was conveyed unto the said Asbury S. Henderson by Paul Wilkins and wife by deed dated the 13th day of September 1917, and recorded among the land records of said Somerset County, in Liber W.J.S. No. 73, folio 347, etc.

Second: All that lot or parcel of land, situate as aforesaid, and on the east side of the County Road, leading from Rehoboth to Hudson's store at Harold's beginning for the same at a double white oak on the north line of land conveyed to Frank Wilkins from Stephen Beauchamp and wife, thence running north eighty-three and a half degrees west by and with the northern line of said land 24 4/5 poles to the county road at a point in a ditch on the east side of said county road opposite a marked white gum the corner bounder in the deed from Stephen Beauchamp and wife to Frank Wilkins, thence running south fourteen degrees west by and with the eastern side of said county road 13 poles to a stone bounder on the east side of said county road, thence running in a right line to the first bounder, containing one acre, more or less; and being the same land which was conveyed unto the said Asbury S. Henderson, and Matilda T. Henderson, his wife, by Frank Wilkins and wife by deed dated the 26th day of November, 1919, and recorded among the land records aforesaid in Liber W.J.S. No. 79, folio 361, etc.

And sold the same to Margaret Virginia McCready she being then and there the highest bidder therefor, at the sum of Two Thousand Dollars and the said purchaser has complied with the terms of sale, and said Assignee has distributed said proceeds of sale as follows:

To J. Millard Tawes, Clerk's costs	$12.00
" Edwin B. Muir, Auctioneer	2.00
" The Somerset News, advertising sale and order nisi	24.00

To Carlos Bozman, State and county taxes, 1932 to 1935 inclusive on mortgaged property only	$103.99
" George H. Myers, Assignee, Solicitor's fee and Commissions	130.00
Balance to Margaret Virginia Coons McCready	1,728.01
TOTAL	$2,000.00

Respectfully submitted,

Geo. H. Myers, Assignee

State of Maryland, Somerset County, Sct:

On this ----- day of December nineteen hundred and thirty-five 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 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 Asbury S. Henderson and Matilda T. Henderson.	No. 4770 Chancery Circuit Court for Somerset County, Maryland

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 11th day of January, 1936, 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, 1936.

The report states the amount of sales to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirteenth day of January in the year nineteen hundred thirty-six, 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 Asbury S. Henderson and Matilda T. Henderson.	No. 4770 Chancery Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This thirteenth day of January, 1936, 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.

James M. Crockett, 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.

***

George H. Myers, Assignee, Ex parte, under power in mortgage from Leon Horsey and wife.	Be it remembered that heretofore to wit, on the fourteenth day of October, in the year nineteen hundred thirty-five, 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 Bank of Somerset by a certain Leon Horsey and 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 May in the year nineteen hundred and twenty-eight, by Leon Horsey and Annie Horsey, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Leon and Annie are indebted to the "Bank of Somerset", a body corporate, in the sum of three hundred and seventy-five dollars for money advanced and paid by the said Bank of Somerset for the said Leon and Annie for a part of the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the promissory note under seal of the said Leon and Annie for said sum of money, dated evenly herewith and 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 Leon Horsey and Annie Horsey, his wife, do grant and convey to the said Bank of Somerset, its successors and assigns, all that lot or parcel of land, in West Princess Anne Election District, in Somerset County, in the State of Maryland, containing one acre, more or less, on the north side of the State Road leading from Princess Anne toward Deals Island, which was conveyed to the said Leon Horsey and Annie Horsey, his wife, by William H. King by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and which is fully described in the plat and certificate of survey made by Earl B. Polk, attached to and made a part of said deed, to which said plat and certificate as well as to all the references in said deed contained, reference is hereby made for full and particular description of the land hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Leon Horsey and Annie Horsey 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 advertisements, 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 hundred dollars, and to cause the policy to be effect 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.

Leon Horsey (Seal)

Test: Samuel H. Sudler

Annie Horsey (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of May, in the year nineteen hundred and

twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Leon Horsey and Annie Horsey, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Vice President and agent of the Bank of Somerset, mortgagee in said mortgage, and that he is authorized to make this affidavit.

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

SEAL
OF
NOTARY

Samuel H. Sudler, Notary Public.

Received for Record May 29, 1928 and recorded in Liber G.W.L. No. 95 Folio 458 one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

FOR VALUE RECEIVED the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to William H. King, without recourse.

WITNESS the signature of the President of said Bank and its corporate seal this first day of June, 1935.

BANK OF SOMERSET

Test: Eunice Pilchard

By: Wm. B. Spiva, President.

CORPORATE
SEAL

Filed for Record Oct. 7, 1935 and recorded in Liber G.W.L. No. 95 Folio 458.

Test: J. Millard Tawes, 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 11th day of October, 1935.

Witness: Anthony P. James.

William H. King (Seal)

Filed for Record 14th Oct. 1935, and recorded in Liber G.W.L. No. 95, Folio 458.

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 corporation authorized to do business in the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars, to be paid to the said State or to 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 fourteenth day of October, nineteen hundred and thirty-five.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Leon Horsey and Annie Horsey, his wife, to William H. King, dated May twenty-ninth, nineteen hundred and twenty eight, and recorded among the land records of Somerset County, Maryland, in Liber No. 95, folio 458, 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.

Geo. H. Myers (Seal)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

WITNESS: M. Edna Barnes By: Geo. H. Myers, Attorney in Fact.

CORPORATE SEAL

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixteenth day of November in the year nineteen hundred thirty-five, 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 Leon Horsey and wife.	No. 4759 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 Leon Horsey and wife to Bank of Somerset and dated May 29th, 1928, and recorded among the Land Records of Somerset County in Liber ----- No. 95 folio 458, 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 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 12th day of November in the year nineteen hundred and thirty-five at 2:00 o'clock P.M. and then and there proceed to sell said property, to-wit: All that lot or parcel of land containing one acre, more or less, situate in west Princess Anne Election District in said Somerset County, and on the north side of the State Road leading from Princess Anne to Deals Island, near the corporate limits of the town of Princess Anne, and being the same and all of the land which was conveyed to the said Leon Horsey and Annie Horsey, his wife, by deed from William H. King dated Mary 29, 1928, and duly of record among the aforesaid land records.

And sold the same to William H. King, of Clairton, Pennsylvania he being then and there the highest bidder therefor, at the sum Three Hundred Dollars and the said purchaser has complied with the terms of sale, and said Assignee has distributed proceeds

of said sale as follows:

To The Somerset News, Advertising sale and order nisi	$16.00
" Hartford Accident and Indemnity Company, Premium on bond	10.00
" J. Millard Tawes, Clerk's charges	11.00
" Edwin B. Muir, Auctioneer	2.00
" Carlos Bozman, State and County taxes for the year 1935	6.96
" Assignee for commissions and solicitor's fee	35.00
Balance to William H. King, on account of mortgage debt	219.04
TOTAL----------	$300.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this --- day of November nineteen hundred and thirty-five personally appeared before me, Clerk of the Circuit Court of the State of Maryland, in and for Somerset County George H. Myers, Assignee aforesaid 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 Leon Horsey and wife.	No. 4759 Chancery Circuit Court for Somerset County, Maryland

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 aforesaid, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 17th day of January, 1936, 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 16th day of January, 1936.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighteenth day of January in the year nineteen hundred thirty-six, 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 Leon Horsey and wife.	No. 4759 Chancery Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This eighteenth day of January, 1936 that the sale and distribution made and reported by the assignee and 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.

James M. Crockett, 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.

"""

George H. Myers, Assignee, Ex parte, under power in mortgage from R. Lee Lankford and wife.	Be it remembered that heretofore to wit, on the fourteenth day of November in the year nineteen hundred thirty-five, 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 Bank of Marion by a certain R. Lee Lankford and wife of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 19 day of June in the year nineteen hundred and thirty-one, by R. Lee Lankford and Anna V. Lankford, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, Witnesseth:

Whereas the said mortgagors are indebted to the "Bank of Marion", a body corporate corporate, hereinafter called the mortgagee, in the sum of Nineteen Hundred Dollars for money advanced and paid by the said mortgagee for the mortgagors as the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said mortgagors for said sum, dated evenly herewith, payable to the said mortgagee 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 R. Lee Lankford and Anna V. Lankford, his wife, do grant and convey to the said Bank of Marion, its successors and assigns, all that farm or tract of land in Quindocqua Neighborhood, in Brinkleys District, in Somerset County, Maryland, containing nineteen acres, more or less, which was conveyed to the said R. Lee Lankford and Anna V. Lankford, his wife, as tenants by the entireties, in fee simple, by H. Fillmore Lankford, Trustee, and W. Rowe Whittington, and R. Brice Whittington and wife, by deed dated the 26th day of May, 1931, not yet delivered, but intended to be delivered cotemporaneously with this mortgage, and composed of the parcel of land which was conveyed to Warren L. Lankford, now deceased, by William J. Adams and Sallie J. Adams, his wife, by deed dated the 11th day of February, 1891, recorded among the land records of said county in Liber H.F. L. No. 8, folio 627 etc, and the parcel of land which was conveyed to the said Warren L. Lankford by the A. E. Tull Oyster Company by deed dated the 16th day of June, 1910, recorded among said records in Liber S.F.D. No. 54, folio 444 etc, being the property upon which the said Warren L. Lankford resided in his lifetime, adjoining the lands of John B. Williams, and the lands of Walter Wilson and Elijah Wilson; and special reference is hereby made to said deeds and to all the references in said deeds contained, for full and particular description of the lands hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors 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, its successors or assigns, or H. Fillmore Lankford, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least ----- 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 pay-

ment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Aurelia B. Lawson

R. Lee Lankford (Seal)

Anna V. Lankford (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19 day of June 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, personally appeared R. Lee Lankford and Anna V. Lankford, 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 Edward R. Coulbourne, 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 Bank of Marion, 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

Aurelia B. Lawson, Notary Public.

Received for Record 20th June 1931 and recorded in Liber G.W.L. No. 98 Folio 588 one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received and for the purpose of foreclosure, The Bank of Marion, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers.

Witness the signature of said Bank of Marion by Harding Tull, its Vice-President, and the corporate seal thereof this ------ day of November, 1935.

BANK OF MARION,

By: Harding P. Tull,

Vice-President.

WITNESS: E. R. Coulbourne

CORPORATE
SEAL

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, as principal and R. B. Whittington and Edward R. Coulbourne as sureties, all of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars, to be paid to the said State, or to 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 thirteenth day of November, nineteen hundred and thirty-five.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by R. Lee Lankford and wife, to Bank of Marion, dated June nineteenth, nineteen hundred and thirty-one, and recorded among the land records of Somerset County, Maryland, in Liber G.W.L. No. 98, folio 588, 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.

M. Edna Barnes — Geo. H. Myers (Seal)
Elva W. Dryden — Edward R. Coulbourne (Seal)
Elva W. Dryden — R. B. Whittington (Seal)
WITNESS.

Which said bond was thus thereon endorsed, to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of December in the year nineteen hundred thirty-five, 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 R. Lee Lankford and wife.	No. 4768 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 R. Lee Lankford and wife to Bank of Marion and dated June 19, 1931 and recorded among the Land Records of said Somerset County in Liber No. 98 folio 588, 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, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times a weekly newspaper 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 Post Office at Marion, Maryland on the 7th day of December in the year nineteen hundred and thirty five at 2:30 o'clock P.M., and then and there proceed to sell said property, to-wit: All that farm or tract of land situate in Quindocqua neighborhood in Brinkley's Election District in said County, containing nineteen acres, more or less, whereon Warren L. Lankford resided in his life time, adjoining the land owned or recently owned by John B. Williams, Walter Wilson, Elijah Wilson and others, and being the same and all of the land which was conveyed to the said R. Lee Lankford and wife, by deed from H. Fillmore Lankford, Trustee, et al., dated May 26, 1931, and recorded among the land records of said Somerset County in Liber No. 101, folio 261, et seq.

And sold the same to Bank of Marion, a body corporate under the laws of the State of Maryland it being then and there the highest bidder therefor, at the sum of Seven Hundred twenty-five Dollars and the said purchaser has complied with the terms of sale, and the said Assignee has distributed said purchase price as follows:

To J. Millard Tawes, Clerk's fees	$11.00
" Crisfield Times, Advertising sale and order nisi	16.00
" Edwin B. Muir, Auctioneer	2.00
" Carlos Bozman, State and county taxes	93.46
" Assignee, Solicitor's fee and commission	64.75
Balance to Bank of Marion, account of mortgage debt and interest	537.79
	$725.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this --- day of December nineteen hundred and thirty five 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 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 R. Lee Lankford and wife.	No. 4768 Chancery Circuit Court for Somerset County, Maryland

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 9th day of January, 1936, PROVIDED, a copy of this order be inserted in some weekly newspaper printed in said Somerset County, once in each of three successive weeks before the 8th day of January, 1936.

The report states the amount of sales to be $725.00

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighteenth day of January, in the year nineteen hundred thirty-six, comes again into Court here the said trustee 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 H. Lee Lankford and wife.	No. 4768 Chancery Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This eighteenth day of January, 1936, 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.

James M. Crockett, 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.

George H. Myers, Assignee, Ex parte under power in mortgage from Woodward W. Privott and wife.	Be it remembered that heretofore to wit, on the fifteenth day of November in the year nineteen hundred thirty-five, 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 Bank of Somerset by a certain Woodard W. Privott and wife of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 2nd day of November in the year nineteen hundred and twenty-two, by Woodard W. Privott and Mary E. Privott, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Woodard W. Privott and Mary E. Privott have this day borrowed from the Bank of Somerset, a body corporate, the sum of Three Thousand Three Hundred Dollars, and have executed and delivered to the said Bank of Somerset their bill obligatory for said sum, dated evenly herewith, payable to the said Bank of Somerset on the 1st day of January, 1924, with interest from date, payable on the 1st day of January and July in each year during the existence of this mortgage, 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 Woodard W. Privott and Mary E. Privott, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns, all those lots or parcels of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the west side of the State Road leading from Princess Anne to Salisbury, which were conveyed to the said Woodard W. Privott by Marion S. Malone and wife by two deeds, one dated the 1st day of November, 1920, recorded among the land records of said county in Liber W.J.S. No. 81, folio 404 etc, and the other dated the 1st day of March, 1922, recorded among the said records in Liber W.J.S. No. 85, folio 371 etc, containing in the aggregate thirty-two acres, more or less, to which said deeds and all the references in said deeds contained reference is hereby made for full and accurate description of the lands hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 mits 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 Woodard W. Privott and Mary E. Privott to 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 twenty-five hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an 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

Mary E. Privott (Seal)

Woodard W. Privott (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 2nd day of November, 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, residing in Princess Anne, personally appeared Woodard W. Privott and Mary E. Privott, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent and Vice-President 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 Nov. 2, 1922 and recorded in Liber W.J.S. No. 83, Folio 466 one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

FOR VALUE RECEIVED, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

WITNESS the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,

Princess Anne, Md.

Attest: S. H. Sudler, Cashier

By: Wm. B. Spiva, President.

CORPORATE SEAL

Filed for Record 13th Sept. 1934 and recorded in Liber W.J.S. No. 83 Folio 466.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

FOR VALUE RECEIVED, and for the purpose of foreclosure, The Somerset Mortgage and Certificates Corporation, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers of Somerset County, Maryland.

WITNESS the signature of The Somerset Mortgage and Certificates Corporation, by William B. Spiva, its Vice-President, with the corporate seal affixed this 15th day of November, 1935.

THE SOMERSET MORTGAGE AND

CERTIFICATES CORPORATION.

WITNESS: Samuel H. Sudler

By: Wm. B. Spiva, Vice-President.

CORPORATE SEAL

Filed for Record 15th Nov. 1935 and recorded in Liber W.J.S. No. 83, Folio 466.

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, as principal, and William B. Spiva and -----, as sureties, all of Somerset County, State of Maryland, 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 or to its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with out seals and dated this fifteenth day of November, nineteen hundred and thirty-five.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Woodward W. Privott and wife, to Bank of Somerset, dated November second, nineteen hundred and twenty-two, and recorded among the land records of Somerset County, Maryland, in Liber No. 83, folio 466, 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.

Samuel H. Sudler — Geo. H. Myers (Seal)

Samuel H. Sudler — Wm. B. Spiva (Seal)

Which said bond was thus thereon endorsed to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of December in the year nineteen hundred thirty-five, 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 Woodward W. Privott and wife.	No. 4769 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 Woodward W. Privott and wife to Bank of Somerset and dated November 2, 1922, and recorded among the Land Records of Said Somerset County in Liber --- No. 83 folio 466, 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, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald a weekly newspaper 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 17th day of December in the year nineteen hundred and thirty five at 2:00 o'clock P.M., and then and there proceed to sell said property, to-wit: All those lots or parcels of land lying and bind-

ing on the west side of the State Road leading from Princess Anne to Salisbury in West Princess Anne Election District, adjoining the land of Marion S. Malone and the Somerset Mortgage and Certificates Corporation, containing 32 acres, more or less, and being the same land which was conveyed to the said Woodward W. Privott by Marion S. Malone and wife, by two deeds, one dated November 1st, 1920, recorded among the land records of said Somerset County in Liber No. 81, folio 404; the other dated March 1st, 1922, recorded as aforesaid in Liber No. 85, folio 371.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, under the laws of the State of Maryland they being then and there the highest bidder therefor, at the sum Two Thousand 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 J. Millard Tawes, Clerk's charges	$11.00
" Carlos Bozman, State and County taxes 1930 to 1935 inclusive	365.93
" Edwin B. Muir, Auctioneer	2.00
" Marylander & Herald, advertising and order nisi	19.50
" Assignee, Solicitor's fee and commissions	130.00
	528.43
Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt	1471.57
	$2000.00

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this ---- day of December nineteen hundred and thirty five 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 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 Woodward W. Privott and wife.	No. 4769 Chancery Circuit Court for Somerset County, Maryland

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 17th day of January, 1936, PROVIDED, a cooy of this order be inserted in some weekly newspaper printed in said Somerset County, once in each of three successive weeks before the 16th day of January, 1936.

The report states the amount of sales to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighteenth day of January in the year nineteen hundred thirty-six, comes again into Court here the said trustee 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 Woodward W. Privott and wife.	No. 4769 Chancery Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This eighteenth day of January, 1936, that the sale and distribution 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.

James M. Crockett, 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. Wilmer Lamb, Clerk.

George H. Myers, Assignee, Ex parte under power in mortgage from Milton F. Hickman, and Lillie E. Hickman, his wife.	Be it remembered that heretofore to wit, on the twentieth day of November in the year nineteen hundred thirty-five, 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 Bank of Somerset by a certain Milton F. Hickman and Lillie E. Hickman, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 19th day of March in the year nineteen hundred and twenty-nine, by Milton F. Hickman and Lillie E. Hickman, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, Witnesseth:

Whereas the said mortgagors are indebted to the "Bank of Somerset", a body corporate, hereinafter called the mortgagee, in the sum of forty-five hundred dollars, ($4500.00), which said debt is evidenced by the bill obligatory of the said mortgagors for said sum, dated evenly herewith, payable to the said mortgagee 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 Milton F. Hickman and Lillie E. Hickman, his wife, do grant and convey to the said Bank of Somerset, its successors and assigns, all that farm or tract or tracts of land in Somerset County, in the State of Maryland, partly in West Princess Anne District, and partly in East Princess Anne District, and being all the land which was conveyed to the said Milton F. Hickman by Helen E. Porter by deed dated the 27th day of December, 1899, recorded among the land records of said county in Liber O.T.B. No. 27, folio 244 etc, and also being all the land which was devised to the said Helen E. Porter by William J. Porter in his 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 H.H.D. No. 6, folio 281 etc, to which said deed and last will and testament and all the references in them 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 any wise

appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either 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 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 two thousand 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, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Samuel H. Sudler

Milton F. Hickman (Seal)

Lillie E. Hickman (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19th day of March, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Milton F. Hickman and Lillie E. Hickman, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth and that he is the Vice-President and agent of the Bank of Somerset, mortgagee in said mortgage, and that he is authorized to make this affidavit.

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

SEAL
OF
NOTARY

Samuel H. Sudler, Notary Public.

Received for Record Mch., 19, 1929 and recorded in Liber G.W.L. No. 98 Folio 92, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

FOR VALUE RECEIVED, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

WITNESS the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET,

Princess Anne, Md.

Attest: S. H. Sudler, Cashier

By: Wm. B. Spiva, President

CORPORATE
SEAL

Filed for Record Sept. 13, 1934 and recorded in Liber G.W.L. No. 98 Folio 92.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

FOR VALUE RECEIVED, The Somerset Mortgage and Certificates Corporation, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers, of Somerset County, Maryland, without recourse.

WITNESS the signature of The Somerset Mortgage and Certificates Corporation, by William B. Spiva, Vice-President, and the corporate seal thereof, this sixteenth day of

November, nineteen hundred and thirty-five.

THE SOMERSET MORTGAGE AND
CERTIFICATES CORPORATION.

WITNESS: J. A. Powell By: Wm. B. Spiva, Vice-President.

CORPORATE
SEAL

Filed for Record 20th Nov. 1935 and recorded in Liber G.W.L. No. 98 Folio 92.

Test: J. Millard Tawes, Clerk.

The bill obligatory referred to in the foregoing mortgage is in the words following, to wit:

$4500.00 March 19, 1929.

Secured by mortgage of even date herewith, and for value received, One year after date, We jointly and severally promise to pay to "Bank of Somerset", a body corporate, or order, Forty-five Hundred dollars with interest from date, payable semi-annually from date, and hereby waive the benefit of all statutory exemptions and all right to exemption from execution as to the debt evidenced by this note, and if default be made in the payment hereof at maturity, hereby covenant to pay ten per cent additional as a collection fee, and hereby authorize and empower any Attorney of any Court of Record at any time after the maturity hereof to confess judgment against us for whatever amount may be due on this obligation, principal and interest and costs of suit, with ten per cent collection charges.

Witness our hands and seals.

Witness: Samuel H. Sudler Melton F. Hickman (Seal)
Lillie E. Hickman (Seal)

ASSIGNMENT

FOR VALUE RECEIVED, the Bank of Somerset, a body corporate, hereby assigns the within and aforegoing bill obligatory to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

WITNESS the signature of the Bank of Somerset by its President attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET
Princess Anne, Md.

Attest: S. H. Sudler, Cashier By: Wm. B. Spiva, President

CORPORATE
SEAL

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, as principal, and E. Mace Smith, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Dollars, to be paid to the said State or to 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 November, nineteen hundred and thirty-five.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Milton F. Hickman and Lillie E. Hickman, his wife, to Bank of Somerset, dated March nineteenth, nineteen hundred and twenty nine, and recorded among the land records of Somerset County, Maryland, in Liber No. 98, folio 92, 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.

M. Edna Barnes — Geo. H. Myers (Seal)

Elizabeth Windsor — E. Mace Smith (Seal)

WITNESSES.

Which said bond was thus thereon endorsed, to wit:

Approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventeenth day of December in the year nineteen hundred thirty-five, 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 Milton F. Hickman, and Lillie E. Hickman, his wife.	No. 4773 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 Milton F. Hickman and Lillie E. Hickman, his wife to Bank of Somerset and dated March 19, 1929 and recorded among the Land Records of said Somerset County in Liber ---- No. 98 folio 92, 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, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald a weekly newspaper 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 17th day of December in the year nineteen hundred and thirty five at 2:00 o'clock P.M., and then and there proceed to sell said property, to-wit: All that farm tract or tracts of land lying on both sides of the new state road leading from Princess Anne to Kings Creek, being partly in East Princess Anne and partly in West Princess Anne Districts, containing one hundred forty acres, more or less, and being the same and all of the land that was conveyed to the said Milton F. Hickman by deed from Helen E. Porter, dated December 27, 1899, recorded among the land records of said Somerset County in Liber O.T.B. No. 27, folio 244, et seq.

And sold the same to Morris H. Adams and King B. Miller, partners trading as Kings

Creek Canning Company they being then and there the highest bidder therefor, at the sum Six Thousand Seven Hundred Ninety Dollars and the said purchasers have complied with the terms of sale, by paying $2000.00 of said purchase price in cash and have agreed to pay the balance in cash upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers, Assignee.

State of Maryland, Somerset County, Sct:

On this ---- day of December nineteen hundred and thirty five 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 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 Milton F. Hickman and Lillie E. Hickman, His wife.	No. 4773 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 17th day of January, 1936, 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 16th day of January, 1936.

The report states the amount of sales to be $6790.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighteenth day of January in the year nineteen hundred thirty-six, comes again into Court here the said trustee 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 Milton F. Hickman and Lillie E. Hickman, his wife.	No. 4773 Chancery Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This eighteenth day of January, 1936, 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.

James M. Crockett, 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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Edgar A. Jones, Attorney, Ex-parte under power in mortgage from Ruric A. Ford and Maggie Ford, his wife, to The Cohn & Bock Company, a corporation.	Be it remembered that heretofore to wit, on the fourteenth day of November in the year nineteen hundred thirty-five, 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 The Cohn & Bock Company by Ruric A. Ford and Maggie Ford, his wife, of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 30th day of July in the year Nineteen hundred in the year nineteen hundred and thirty-two by Ruric A. Ford and Maggie Ford, his wife, hereinafter called the mortgagors, of Somerset County, State of Maryland, Witnesseth:

Whereas the said Ruric A. Ford and Maggie Ford are indebted to The Cohn and Bock Company, a body corporate, herein after called the mortgagee, in the sum of four hundred and eighty three dollars and thirty five cents ($483.35) which said indebtedness is evidenced by the bill obligatory of the said Ruric A. Ford and Maggie Ford for the said sum, dated evenly herewith, payable to the order of the plaintiff 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 and the sum of one dollar the said Ruric Ford and Maggie Ford do hereby grant and convey unto the said The Cohn and Bock Company, a body corporate, its successors and assigns, all that lot or parcel of land, situate, lying and being in Fairmount Election District, Somerset County, Maryland, and more fully described as follows, that is to say:

All that lot or parcel of land, situate as aforesaid and lying and binding on the County road leading from Fairmount to Rumbley, in a part of said Election District known as "A Hill Ridge" at Rumbley, bounded on the North by the land of Luther Ford, on the East by the said County road, on the South by the land of Ellis Windsor and on the West by marsh land and containing one half acre, more or less. It being the same and all the land which was conveyed unto the said Ruric A. Ford by Ellis Windsor and and Ethel Windsor, George Windsor and Bertie Windsor, by deed dated May 4, 1916 and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 74, folio 260 and etc., to which said deed and all the references in it contained special reference is here made for a more full and complete 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 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 assess-

ments, 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 Huric A. Ford and Maggie Ford 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 Edgar A. Jones 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 $483.35 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 its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Edgar A. Jones

Huric A. Ford (Seal)
Maggie L. Ford (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of July in the year nineteen hundred and thirty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County personally appeared Hiric A. Ford and Maggie Ford the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before me E. Herrman Cohn 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 President and agent of the said Cohn & Bock Company, the mortgagee in said mortgage, and that he is duly authorized to make this affidavit.

As witness my hand the day and year First above written.

Edgar A. Jones, Justice of the Peace.

Received for Record Aug. 2, 1932 and recorded in Liber J.M.T. No. 103, Folio 254, one of the Land Records of Somerset County.

Per: 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, The Cohn & Bock Company, a body corporate, and E. Herrman Cohn, all of Somerset County and the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars ($1000.00) current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of November, in the year Nineteen hundred and thirty five.

Whereas by a mortgage dated July 30th, 1932, recorded among the land records of Somerset County, State of Maryland, in Liber J.M.T. 103, folio 254 & etc., Huric A. Ford and Maggie Ford conveyed to The Cohn & Bock Company, a body corporate, certain real estate in Somerset County, to secure the payment of the sum therein mentioned, and whereas default has occured in the covenants of said mortgage, and whereas the said Edgar A. Jones as attorney named in said mortgage and virtue of the power and authority contained in said mortgage, is authorized upon default, to sell the property conveyed by said mortgage, and whereas 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 shall be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof the said Edgar A. Jones and E. Herrman Cohn have set their Hands and Seals and the said The Cohn & Bock Company, a body corporate has caused these presents to be duly signed by E. Herrman Cohn, its president, and its corporate seal to be affixed

the day and year first above written.

Witness: Robert Street

Edgar A. Jones (Seal)

E. H. Cohn (Seal)

THE COHN & BOCK CO.

E. H. Cohn, President.

CORPORATE
SEAL

Which said bond was thus thereon endorsed to wit:

The within Bond approved,

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of December in the year nineteen hundred thirty-five, 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, Attorney, Ex-parte, under power in mortgage from Ruric A. Ford and Maggie Ford, his wife, to The Cohn & Bock Company, a corporation.	No. 4767 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of Edgar A. Jones, attorney, named in a mortgage made and executed by Ruric A. Ford and Marrgie Ford, his wife, to The Cohn & Bock Company, a corporation, dated July 30th, 1932, and recorded among the land records of Somerset County in Liber J.M.T. 103, folio 254, 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 in said mortgage whereby the said mortgage debt has become due and demandable, respectfully represents to your Honors, that after giving bond with security approved by the Clerk of this Court for the faithful performance of the trust so as aforesaid reposed in him by said mortgage and as required by law, and giving more than twenty days notice of the time, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper 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 10th day of December, 1935 at 2:00 o'clock P.M. and then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land, situate as aforesaid and lying and binding on the County road leading from Fairmount to Rumbley, in a part of said Election District known as "A Hill Ridge" at Rumbley, bounded on the North by the land of Luther Ford, on the East by the said County road, on the South by the land of Ellis Windsor and on the west by marsh land and containing one-half acres, more or less, it being the same and all the land which was conveyed unto the said Ruric A. Ford by Ellis Windsor and Ethel Windsor, George Windsor and Bertie Windsor, by deed dated May 4, 1918 and recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 74, folio 260 and etc., and sold the same to The Cohn and Bock Company, a corporation, it being then and there the highest bidder therefor, at and for the sum of three hundred dollars, the purchaser has complied with the terms of sale and your assignee has distributed the proceeds of said sale as follows:

Total receipts from sale $300.00

To Carlos Bozman, Treasurer, for 1931, '32, '33, '34 and '35 State & County taxes		$38.41	
To Eastern Shore Republican, publishing advertisement and order nisi		17.00	
To J. Millard Tawes, Clerk of the Court, costs		21.00	
To Edwin B. Muir, auctioneer's fee		2.00	
To Attorney, minimum fee		25.00	103.41
Balance to be credited on mortgage debt			$196.59
Principal mortgage debt	483.35		
Interest on mortgage debt	98.28		581.63
Balance due on mortgage debt.			$385.04

Respectfully submitted,

Edgar A. Jones, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 13th day of December, nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, attorney named in the foregoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and 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:

Edgar A. Jones, Attorney, Ex-parte, under power in mortgage from Ruric A. Ford and Maggie Ford, his wife, to The Cohn & Bock Company, a corporation.	No. 4767 Chancery Circuit Court for Somerset County, Maryland

Ordered that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 15th day of January, 1936, 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 15th day of January, 1936.

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-second day of January in the year nineteen hundred thirty-six comes again into Court here the said trustee and on motion of the said trustee the Court here passed the following order, to wit:

Edgar A. Jones, Attorney, Ex-parte, under power in mortgage from Ruric A. Ford and Maggie Ford, his wife, to The Cohn & Bock Company, a corporation.	No. 4767 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Court this 22nd day of January, 1936 that the sale made and reported by the Trustee and the distribution of the proceeds be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown.

James M. Crockett, 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.

***

(jointly with the said Belle F. Bedsworth), unto your orator, the Bank of Crisfield, a body corporate as aforesaid, on a judgment receovered by your orator, the Bank of Crisfield, a body corporate as aforesaid, against the said G. Grant Bedsworth and the said Belle F. Bedsworth, in said Court, on the eighteenth day of November, nineteen hundred and thirty, for the sum of one thousand and fifty dollars ($1,050.00) with interest from date, one hundred and five dollars ($105.00) collection fee, and seven dollars costs, 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" and "B".

SECOND: That the said G. Grant Bedsworth being so indebted unto your orators, and also unto divers other persons, and leaving personal estate of very little value, but leaving real estate in Somerset County of considerable value, departed this life, on or about the 14th day of July, nineteen hundred and thirty-one, intestate, leaving his widow, Belle F. Bedsworth (who has since departed this life) surviving him, and leaving Ruth Bedsworth (who is unmarried), Olin R. Bedsworth, a son, (who married Addie Bedsworth), Meta Hill, a daughter (who is a widow), Carrell Bedsworth, a son, (who married Margaret Bedsworth), Ruby Richardson, a daughter, (who married Charles F. Richardson), and Naomi Blades, a daughter, (who married Roland Blades), as his only heirs at law, all of whom are still living, and 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 Naomi Blades and Roland Blades, her husband, who reside in the City Baltimore, in the State of Maryland.

THIRD: That letters of administration of all and singular the personal estate of the said G. Grant bedsworth has been granted by the Orphans Court for Somerset County unto the said Belle F. Bedsworth (who is no deceased), as will appear by a certified copy of said letters of administration, herewith filed, as a part of this bill, marked Exhibit "C".

FOURTH: That your orators are advised and charge, that the said personal estate of the said G. Grant Bedsworth, deceased, is not sufficient to discharge the costs of administration and the debts due and owing by the said deceased at the time of his death, and your orators are advised that they are entitled to have the said real estate of the said G. Grant Bedsworth, deceased sold for the payment of the debts of your orators, and the other due and owing by the said deceased at the time of his death, according to their legal priorities, but your orators are unable to obtain adequate relief, or make sale of said real estate without the aid of this Honorable Court.

FIFTH: That on the seventeenth day of June, nineteen hundred and twenty-nine, the E. S. Adkins & Company, a body corporate, recovered a judgment before a Justice of the Peace of said Somerset County, against the said Olin R. Bedsworth and Addie C. Bedsworth, for the sum of $31.26, $3.12 collection fee, fee, and $1.45 costs, a copy of which said judgment is duly recorded in the office of the Clerk of the Circuit Court for Somerset County, and that on the ---- day of September, nineteen hundred and twenty-nine, the Red "C" Oil Company, a body corporate, recovered a judgment in this Court against the said G. Grant Bedsworth and Olin R. Bedsworth, partners trading as G. G. Bedsworth and Son, for the sum of $70.32, which said judgments are liens on the aforesaid real estate, and your orators are advised that the said E. S. Adkins, Company, a body corporate, and the said Red "C" Oil Company, a body corporate, are proer parties to this suit.

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 of the said G. Grant Bedsworth, or so much thereof

as may be necessary for the purpose, may be decreed to be sold for the payment of the claims of your orators, and of the other creditors of the said deceased, according to their legal priorities.

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

May it please your Honors to grant unto your orators the writ of the State of Maryland of subpoena directed to the said Ruth Bedsworth, Olin R. Bedsworth, and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, and the said Red "C" Oil Company, a body corporate, of Somerset County, in the State of Maryland, the writ of the State of Maryland of subpoena directed to the said Naomi Blades and Roland Blades, her husband of Baltimore City, in the State of Maryland, and the writ of the State of Maryland of subpoena directed to the said the E. S. Adkins & Company, a body corporate, of Wicomico County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainants.

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

The Marine Bank of Crisfield, a body corporate, Vs. Grant G. Bedsworth and Belle F. Bedsworth.	No. 81 Appearances, January Term, 1930, in the Circuit Court for Somerset County, Maryland

Sums &c.

1930 Jany 21-Titling, narr, agreement, note & power filed.

" " " Judgment by confession for the sum of $1000.00 with Interest from date, $100.00 collection fee and costs.

Exemption waived.

Plffs costs $7.00

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, hereby certify that the aforegoing is a true short copy of the Judgment and Docket entries in the above entitled case in this Court, I further certify that there is no record or proceeding in the said Court to show that the Judgment aforesaid has been paid or satisfied.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 7th day of June nineteen hundred and thirty-five.

SEAL OF COURT

J. Millard Tawes, Clerk.

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

Bano f Crisfield, a body corporate existing under the laws of the State of Maryland Vs. G. Grant Bedsworth and Belle F. Bedsworth	No. 55 Appearances, September Term, 1930, In the Circuit Court for Somerset County, Maryland.

Sums &c.

1930 Nov. 18-Tilting, narr, agreement, note and power filed

" " " Judgment by confession for the sum of $1050.00 with interest from date,

$105.00 collection fee and costs.

Exemption waived.

Plffs costs $7.00

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, hereby certify that the aforegoing is a true short copy of the Judgment and Docket entries in the above entitled case in this Court. I further certify that there is no entry or proceeding to show that the Judgment aforesaid has been paid or satisfied.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 7th day of June, nineteen hundred and thirty-five.

SEAL OF COURT

J. Millard Tawes, Clerk.

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

MARYLAND, Sc.

SEAL 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 G. Grant Bedsworth late of Somerset County, deceased, is hereby granted and committed unto Belle F. Bedsworth the Administratrix.

Witness, John E. Whitelock, Esq., Chief Judge of the Orphan's Court for Somerset County, this 22nd. day of August Anno Domini 1933.

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 Orphan's Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the letters of administration granted unto Belle F. Bedsworth, Administratrix on the estate of G. Grant Bedsworth, late of said county, deceased, taken from Liber F.E.D. No. 44, folio 15 the same being one of the Records kept in the office of the Register of Wills for Somerset County.

In Testimony Whereof I hereunto subscribe my name and affix the Seal of said Court, this thirteenth day of June in the year of our Lord, nineteen hundred and thirty-five.

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

SEAL

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL The State of Maryland,

Red C. Oil Company OF SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuese 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 The Marine Bank of Crisfield, a body corporate, The Bank of Crisfield, a body corporate against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland the 6th day of May Anno Domini 1935 ISSUED the 12th day of June Anno Domini 19--

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL The State of Maryland,

Ruth Bedsworth, Olin R. Bedsworth, Addie Bedsworth, Meta Hill, Carrol Bedsworth, Margaret Bedsworth, Ruby Richardson and Charles F. Richardson 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 The Marine Bank of Crisfield, a body corporate, The Bank of Crisfield, a body corporate, against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable Benjamin A. Johnson, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Anno Domini 1935 ISSUED the 12th day of June Anno Domini 1935.

Per: J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL The State of Maryland,

The E. S. Adkins & Company 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 July next to answer the complaint of The Marine Bank of Crisfield, a body corporate, The Bank of Crisfield, a body corporate, against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland the 6th day of May Anno Domini 1935 ISSUED the 12th day of June Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL The State of Maryland,

Naomi Blades and Robert Blades 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 July next to answer the complaint of The Marine Bank of Crisfield, & Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Anno Domini 1935 ISSUED the 18th day of June Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL The State of Maryland,

Roland Blades of Baltimore City, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in August next to answer the complaint of The Marine Bank of Crisfield sand Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland the 1st day of July Anno Domini 1935 ISSUED the 23rd day of July Anno Domini 1935.

Per order, J. Millard Tawes, Clerk

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

None Est.

W. H. Dryden, Sheriff.

And for the second said writ: Sumoned severally, and copy of subpoena left with each defendant.

W. H. Dryden, Sheriff.

And at the same time also came Charles H. Truitt, Sheriff of Wicomico County, and made return thereof for the third said writ, in the words following, to wit:

Summoned E. S. Adkins & Co., and copy left with Harry C. Adkins, Sect'y. and Treasurer, this 14th day of June, 1935.

Chas. H. Truitt, Sheriff

And at the same time also came Joseph C. Deegan, Sheriff for Baltimore City, and made return thereof for the fourth said writ, in the words following, to wit:

Summoned Naomi Blades and a copy of the Process left with the defendant. Non Est as to Robert Blades.

Joseph C. Deegan, Sheriff

At which said first Monday in August in the year nineteen hundred thirty-five, and the day of the return of the fifth 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 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.

Joseph C. Deegan, Sheriff.

And thereafter to wit, on the twenty-second day of August in the year nineteen hundred thirty-five, the following answer was filed in the words following, to wit:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4898 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The answer of the Red C. Oil Company, a body corporate, to the bill of complaint of The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, against it and others in this Court exhibited. This defendant admits that it is the holder of a judgment against Olin R. Bedsworth and Grant G. Bedsworth, as mentioned in the bill of complaint in this cause, no part of which said judgment has been paid, but this defendant neither admits nor denies the other matters and things set forth in said bill of complaint, but consents to the passage of such decree as may be eight and proper in the premises.

And as in duty bound etc.

John B. Robins, Solicitor
for the Red C. Oli Company.

And thereafter to wit, on the twenty-eight day of August in the year nineteen hundred thirty-five, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4698 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 complainants respectfully represents:

That the adult defendants, Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, and the defendant, the E. S. Adkins and Company, a body corporate, 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 the defendant, the Red. C. Oil Company, a body corporate, has answered said bill of complaint.

The complainants therefore pray your Honors that the said bill of complaint may be taken pro confesso against the said Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, and the E. S. Adkins and Company, a body corporate, non-appearing adult defendants, and that the complainants have leave to take testimony before one of the standing Examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainants.

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

It appearing in the above entitled cause, that the adult defendants, Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Rickardson her husband, Naomi Blades and Roland Blades, her husband, and the defendant, the E. S. Adkins and Company, a body corporate, have been duly summoned to appear to the bill of complaint in this cause, and have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, and that the defendant, the Red C. Oil Company, a body corporate, has answered said bill of complaint.

It is thereupon, this 28th day of August, nineteen hundred and thirty five, on the foregoing petition, ordered, adjudged and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, and the E. S. Adkins and Company, a body corporate, non-appearing adult defendants, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett, Judge.

And afterwards, to wit, on the fourteenth day of October in the year nineteen hundred thirty-five, Edward P. Wyatt, Examiner in Chancery, to whom the papers in the foregoing cause has been delivered to take testimony under the foregoing order and made return thereof to the Court here in the words following, to wit:

The Marine Bank of Crisfield, and Bank of Crisfield, Vs. Ruth Bedsworth and others.	No. 4698 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 2nd day of October 1935, 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 58 years, my residence is Crisfield, Somerset County, Maryland, and I am President of the Bank of Crisfield, Crisfield, Maryland, one of the complainants in this cause.

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

Ans. The Marine Bank of Crisfield and the Bank of Crisfield are banking institutions, each having its principal office in the Town of Crisfield, Maryland. The defendant, E. S. Adkins and Company is a corporation with its principal office in Salisbury, Maryland, and the Red "C" Oil Company is a corporation, and I understand its headquarters are in Baltimore, Maryland. I am personally acquainted with most of the other defendants in this cause, and with those with whom I am not personally acquainted, I am reliably informed who they are.

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

Ans. I was well acquainted with G. Grant Bedsworth in his lifetime. He is dead, having died, so I am informed, in the month of July, 1931. He died intestate.

Int. 4. Please state whether or not the said G. Grant Bedsworth was indebted unto the Bank of Crisfield, of which you are the president, and if so, how was he so indebted?

Ans. At the time of his death, the said G. Grant Bedsworth was indebted (jointly with his wife, Belle F. Bedsworth) unto the Bank of Crisfield on a judgment recovered by the Bank of Crisfield against the said G. Grant Bedsworth and the said Belle F. Bedsworth in the Circuit Court for Somerset County, on the 18th day of November 1930, for the sum of $1,050.00, with interest from date, $105.00 collection fee, and $7.00 costs. The paper now shown me, marked Exhibit "B" is a certified copy of said judgment. No part of the principal of said judgment has been paid, but interest as been paid on said judgment to the 26th day of March, 1935.

Int. 5. Please state whether or not the said G. Grant Bedsworth left any personal estate? If so, what is its value. Please state whether or not there has been any administration on said personal estate?

Ans. Letters of administration on the personal estate of the said G.Grant Bedsworth were granted by the Orphans Court for Somerset County unto his wife, the said Belle F. Bedsworth. The paper now shown me, marked Exhibit "C" is a certificate of the granting of such letters of administration. No return has ever been made to the Orphans Court by the said Belle F. Bedsworth, administratrix, and she is now deceased. I am reliably informed that the personal estate of the said G. Grant Bedsworth was small, and not sufficient to pay the costs of administration and the debts owing by the said G. Grant Bedsworth at the time of his death.

Int. 6. Please state whether or not the said G. Grant Bedsworth owned any real estate in Somerset County, Maryland, at the time of his death, and if so, where is said real estate located, and what in your opinion is its value?

Ans. The said G. Grant Bedsworth at the time of his death owned a lot of land on the South side of Richardson Avenue in the Town of Crisfield, Maryland, fronting forty-four feet on said Richardson Avenue, which was conveyed to the said G. Grant Bedsworth by Julia W. Wharton and Robert L. Wharton, her husband, by deed recorded among the land Records of Somerset County in Liber W.J.S. No. 84, folio 590 etc. I should think the property worth $200.00.

Int. 7. Please state who are the heirs at law of the said G. Grant Bedsworth, and their ages?

Ans. The said G. Grant Bedsworth left his widow, Belle F. Bedsworth, surviving him, but she is now deceased. He also left a daughter, Ruth Bedsworth, a son Olin R. Bedsworth, a daughter, Meta Hill, who is a widow, a son, Carroll Bedsworth, a daughter, Ruby Richardson, and I am informed that he also left a daughter, Naomi Blades, who married Roland Blades. All of them are above the age of twenty-one years.

Int. 8. Please state whether or not the personal estate of the said G. Grant Bedsworth is sufficient to discharge the debts due and owing by the said G. Grant Bedsworth at the time of his death?

Ans. From the best information I can obtain the said G. Grant Bedsworth left very little personal estate, and while his widow, Belle F. Bedsworth, was appointed administratrix, of said personal estate, she made no return to the Orphans Court for Somerset County. The said Belle F. Bedsworth is now deceased. Undoubtedly the personal estate of the said G. Grant Bedsworth is not sufficient to pay the costs of administration and the debts due and owing by him at the time of his death.

COURTS QUESTION?

Ans. I know nothing further.

Witness: E. P. Wyatt. Warren F. Sterling.

William M. Wooster, 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 William M. Wooster, my age is 57 years, my residence is Crisfield, Somerset County, Maryland and I am Cashier of the Marine Bank of Crisfield.

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

Ans. The Marine Bank of Crisfield and the Bank of Crisfield, are banking institutions, each with its principal office in Crisfield, Maryland. The E. S. Adkins and Company is a coporation, with its principal office in Salisbury, Maryland, and the Red "C" Oil Company is a corporation, but I do not know under the laws of what State it is incorporated. I know most of the other defendants, and know who all of them are. I am informed that the defendants, Naomi Blades and Roland Blades, her husband, reside in Baltimore, Maryland, and that the other defendants reside in Somerset County, Maryland.

Int. 3. Were you acquainted with G. Grant Bedsworth in his lifetime. If so is he living or dead, and if dead, when did he die? Did he or not leave a last will and testament?

Ans. I knew the said G. Grant Bedsworth in his lifetime. He is dead, having died several years ago. He died intestate.

Int. 4. Please state whether or not the said G. Grant Bedsworth was indebted unto the Marine Bank of Crisfield, of which you are the Cashier, and if so, how was he so indebted.

Ans. At the time of the death of the said G. Grant Bedsworth, he was indebted (jointly with his wife, Belle F. Bedsworth) unto The Marine Bank of Crisfield on a judgment recovered by The Marine Bank of Crisfield, against the said G. Grant Bedsworth and the said Belle F. Bedsworth in the Circuit Court for Somerset County, on the 21st day of January, 1930, for the sum of $1,000.00, with interest from date, $100.00 collection fee, and $7.00 costs. The paper now shown me, marked Exhibit "A", is a certified copy of said judgment. No part of the principal of said judgment has been paid, but interest has been paid on said judgment on the 21st day of December 1932.

Int. 5. Please state whether or not the said G. Grant Bedsworth left any personal estate? If so, what is its value? Please state whether or not there has been any administration on said personal estate?

Ans. Letters of administration on the personal estate of the said G. Grant Bedsworth have been granted by the Orphans Court for Somerset County unto his wife, Belle F. Bedsworth. The paper now shown me, marked Exhibit "C", is a certificate of such letters of administration. No return has been made to the said Orphans Court by the said administratrix, the said Belle F. Bedsworth being now deceased. I am reliably informed that the personal estate of the said G. Grant Bedsworth was very small, and not sufficient to pay the costs of administration and the debts due and owing by the said G. Grant Bedsworth at the time of his death.

Int. 6. Please state whether or not the said G. Grant Bedsworth owned any real estate at the time of his death in Somerset County, Maryland, and if so, where is said real estate located, and what in your opinion is its value?

Ans. I am informed that the said G. Grant Bedsworth at the time of his death owned a lot of land, unimproved, on the South side of Richardson Avenue, which I should think worth about $200.00.

COURTS QUESTION?

Ans. I know nothing further.

Witness: E. P. Wyatt William M. Woodster

Charles F. Richardson, a witness of lawful age, produced on the part of the complainant, being be me first duly sworn, deposes and says:

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

Ans. My name is Charles F. Richardson, my age is 30 years, I reside in Crisfield, Somerset County, Maryland, and I am an employee of the Easter Shore Public Service Company.

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

Ans. The complainants are banking instituations located in Crisfield, Maryland. I understand that the E. S. Adkins and Company is a corporation, with its principal office in Salisbury, Maryland, and that the Red "C" Oil Company, is a corporation, but I do not know where its principal office is located. I am one of the defendants in this cause, and I am well acquainted with all of the other defendants in this cause. They all reside in Somerset County, Maryland, except the said Naomi Blades and Roland Blades, her husband, who reside in Baltimore City, Maryland.

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

Ans. I was well acquainted with the said G. Grant Bedsworth. He was my wife's father. He is dead, having died more than four years ago. He left no will.

Int. 4. Please state who are the heirs at law of the said G. Grant Bedsworth, and their ages.

Ans. The said G. Grant Bedsworth left surviving him his widow, Belle F. Bedsworth, who is now deceased. His other heirs at law were his six children, namely, a daughter, Ruth Bedsworth, a son Olin R. Bedsworth, who married Addie Bedsworth, a daughter, Meta Hill, who is a widow, a son, Carroll Bedsworth, who married Margaret Bedsworth, a daughter, Ruby Richardson, who is my wife, and a daughter, Naomi Blades, who married Roland Blades, all of whom are above the age of twenty-one years.

COURTS QUESTION?

Ans. I know nothing further material to this case.

Witness: E. P. Wyatt Charles F. Richardson.

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

Bill of Costs:

Examiner $4.00

WITNESS MY HAND AND SEAL

Edward P. Wyatt (Seal)
Examiner in Chancery.

And thereafter, to wit, on the thirteenth day of November in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

The Marine Bank of Crisfield and the Bank of Crisfield, Vs. Ruth Bedsworth, et al	No. 4698 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 thirteenth day of November, in the year nineteen hundred and thirty-five, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned, or so much thereof as may be necessary for the payment of the debts of said G. Grant Bedsworth 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 four 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 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 sale, the said trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale 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 deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention, and fidelity, wherewith --- shall appear to have discharged 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 Grant G. Bedsworth 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.

James M. Crockett, 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 A. Wellington Tawes and J. Coyne 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 four 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 22nd day of November, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Clarence P. Lankford, by virtue of a decree of the Circuit Court for Somerset County, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the suit of The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, complainants, and Ruth Bedsworth and others defendants, now pending in said Court, the same being No. 4698 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 by said decree, or that may be reposed in him by any further decree or order in the premises, than the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Clarence P. Lankford (Seal)

Witness: Wm. E. Daugherty. A. W. Tawes (Seal)

J. Coyne Sterling (Seal)

Which said Bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the eleventh day of December in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4698 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, bearing date the thirteenth day of November, nineteen hundred and thirty-five, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, in the State of 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 seventh day of December, nineteen hundred and thirty-five, at or about the hour of 2:40 o'clock P.M. and then and there proceeded to sell said real estate, the same being the real estate of which G. Grant Bedsworth, 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 situate, lying and being in the Town of Crisfield, Somerset County, in the State

of Maryland, on the South side of Richardson Avenue, fronting forty-four (44) feet on said Richardson Avenue, and running back a distance of ninety (90) feet, the same being all the real estate and premises conveyed unto the said G. Grant Bedsworth by Robert L. Wharton and Julia Wharton, his wife, by deed bearing date the twenty-fifth day of January, nineteen hundred and twenty-one, and recorded among the Land Records of said Somerset County in Liber W.J.S. No. 84 folio 590 etc, and which said lot or parcel of land is laid down and described on the plat made by Gordon T. Whelton, Surveyor, and filed with, and as a part of, the Trustee's report of sales in No. 4699 on the Chancery docket of this Court, as Lot NO. Two (2), 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 one hundred dollars ($100.00), all of which has been paid in cash.

And your trustee further reports that at the time of advertising said sale he gave notice to the creditors of the said G. Grant Bedsworth, deceased, 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 said sale.

And your trustee prays the ratification of his said proceedings, and of the sale by him made.

Respectfully submitted,

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this ---- day of December, in the year nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee named in the above report of sales, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4698 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 11th day of December, nineteen hundred and thirty-five, 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 13th day of January next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 10th day of January next.

The report states the amount of sale to be $100.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the twenty-second day of January in the year nineteen hundred thirty-six, came again into Court here the said complainant, by his solicitor

aforesaid, and on motion of the said complainant, by his solicitor, aforesaid, the Court here passed the following order, to wit:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4698 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 22nd day of January, nineteen hundred and thirty-six, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, 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.

James M. Crockett, 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. Milford 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 November being the sixth 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:

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

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Margaret Davy 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.	Be it remembered that heretofore, to wit, on the eighteenth day of October in the year nineteen hundred 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 Margaret Davy 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. 4522 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 institution, 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 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 Margaret Davy, in Crisfield Election District, Somerset County, Maryland, the sum of two dollar and fifty-one cents, state taxes, and eighteen dollars and four cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 "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, 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 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 of Margaret Davy, in Crisfield Election District, Somerset County, Maryland, the sum of two dollar and forty-four cents, state taxes, and sixteen dollars and nine 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 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 institutions, 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 constituted a lien upon the real estate of the said Margaret Davy, in

Crisfield 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 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 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, the 20th 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 auction, for cash, all that parcel of land, being the real estate assessed to the said Margaret Davy, in Crisfield Election District, Somerset County, Maryland, described as follows:

"All that lot and improvements in Crisfield district, Somerset County, Maryland, on First street, in Crisfield, adjoining the lands of Moore & Polyette, Alex Evans and Wm. Adams, and assessed to Mrs. Margaret Davy for 1929 and 1930, and sold for taxes due for said years", and sold the same to the County Commissioners of Somerset County, Maryland, they being then and there the highest bidders therefor, at and for the sum of one hundred dollars and forty-three cents, which they have 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 and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of October, 1930, 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.

SEAL
OF
NOTARY

Gertrude H. Bozman, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

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 20th, 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 Crisfield 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.

No. 23. All that and improvements in said districtict, county and state, on First street, in Crisfield, adjoining the lands of Moore & Polyette, Alex Evans, and Wm. Adams, and assessed to Mrs. Margaret Davy for 1927, 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer
for Somerset County, Maryland.

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

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County Maryland, assessed to Margaret Davy 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. 4522 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 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland, on First Street, in Crisfield, adjoining the lands of Moore & Polyette, Alex Evans and Wm. Adams, assessed to Margaret Davy for 1929 and 1930, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred dollars and forty-three 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 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 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 $100.43.

Robt. F. Duer, Judge.

And now at this day to wit, on the sixth day of January in the year nineteen hundred thirty-four, comes again into Court here the said collector and on motion of the said collector 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 made to said sale 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.

Robt. F. Duer, Judge.

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

Per J. Millard Lawrence, Clerk.

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Althea B. Carey, 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.

Be it remembered that heretofore, to wit, on the eighteenth day of October in the year nineteen hundred 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 Althea B. Carey for the years 1929 and 1930, made and reported by Harry E. Muir, County Treasurer and Collector of estate and county taxes for said Somerset County, The County Commissioners of Somerset County, Maryland, Purchaser.

No. 4523 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 of 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 Althea B. Carey, in Crisfield Election District, Somerset County, Maryland, the sum of seventy-seven cents, state taxes, and the sum of five dollars and fifty-five cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 "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, 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 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 Althea B. Carey, in Crisfield Election District, Somerset County, Maryland, the sum of seventy-five cents, state taxes, and four dollars and ninety-five 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 constitued a lien upon the real estate of the said Althea B. Carey, 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 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 pur-

suance 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 e state assessed to the said Althea B. Carey, in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 14. All that lot and improvements in said district, county and state, adjoining the lands of Benjamin Somers, Noah Sterling, George Tawes, and H. Tawes, and assessed to Althea B. Carey for 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 twelve dollars and twenty-seven 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 and 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.

SEAL
OF
NOTARY

Gertrude H. Bozman, Notary Public.

Exhibit "A" referred to in the foregoing report of sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES.

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 20th, 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 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.

No. 14. All that lot and improvements in said district, county and state, adjoining the lands of Benjamin Somers, Noah Sterling, George Tawes, and H. Tawes, and assessed to Althea B. Carey for 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir, Treasurer
for Somerset County, Maryland

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, Somerset County, Maryland, assessed to Althea B. Carey, 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. 4523 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 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland, adjoining the lands of Benjamin Somers, Noah Sterling, George Tawes, and R. Tawes, and assessed to Althea B. Carey for 1929 and 1930, made to the County Commissioners of Somerset County, Maryland, for the sum of twelve dollars and twenty-seven cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearing that all 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 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 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 $12.27.

Robt. F. Duer, Judge.

And now at this day to wit, on the sixth day of January, in the year nineteen hundred thirty-four, comes again into Court here the said collector and on motion of the said collector 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.

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 Lemmon, 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 sixth day of the same month, in the year of our Lord one thousand nine hundred thirty-six.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, Esq., Sheriff J. Millard Tawes, Clerk.

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

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate,

Vs.

Ruth Bedsworth, Olin R. Bedsworth, and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth, Margaret Bedsworth, his wife, Ruby Richardson, Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, the E.S. Adkins and Company, Red C. Oil Company.

Be it remembered that heretofore, to wit, on the twelfth day of June in the year nineteen hundred thirty-five, a certain The Marine Bank of Crisfield and the Bank of Crisfield, by Clarence P. Lankford, their solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Ruth Bedsworth, Olin R. Bedsworth, Addie Bedsworth, Meta Hill, Carroll Bedsworth, Margaret Bedsworth, Ruby Richardson, Charles F. Richardson, Naomi Blades, Roland Blades, E. S. Adkins and Company and the Red C. Oil Company, which said bill of complaint is in the words following, to wit:

The Marine Bank of Crisfield, a body corporate and the Bank of Crisfield, a body corporate,

Vs.

Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, the E.S.Adkins and Company, a body corporate, and the Red C. Oil Company, a body corporate.

No. 4699 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 Marine Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, and the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, which sue as well for themselves as for all other creditors of Belle F. Bedsworth, 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 the said Belle F. Bedsworth was on her lifetime indebted (jointly with a certain G. Grant Bedsworth) unto your orator, The said The Marine Bank of Crisfield, a body corporate as aforesaid, on a judgment recovered by your orator the Marine Bank

of Crisfield, a body corporate as aforesaid, against the said Belle F. Bedsworth and the said G. Grant Bedsworth in the Circuit Court for Somerset County, in the State of Maryland, on the twenty-first day of January, nineteen hundred and thirty, for the sum of One Thousand Dollars ($1,000.00), with interest from date, one hundred dollars collection fee, and seven dollars cost, and also indebted unto your orator, The said The Marine Bank of Crisfield, a body corporate as aforesaid, on a judgment recovered by your orator, the said The Marine Bank of Crisfield, a body corporate as aforesaid, against the said Belle F. Bedsworth, in said Court, on the thirtieth day of September, nineteen hundred and thirty-three, for the sum of three hundred and eighty-six dollars and seventy-five cents ($386.75), with interest from date, thirty-eight dollars and sixty-seven cents ($38.67) collection fee, 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" and "B".

Second: That the said Belle F. Bedsworth was in her lifetime indebted indebted (jointly with the said G. Grant Bedsworth), unto your orator, the Bank of Crisfield, a body corporate as aforesaid, on a judgment recovered by your orator, the said the Bank of Crisfield, a body corporate as aforesaid, against the said Belle F. Bedsworth and the said G. Grant Bedsworth, in said Court, on the eighteenth day of November, nineteen hundred and thirty, for the sum of one thousand and fifty dollars ($1,050.00), with interest from date, one hundred and five dollars ($105.00) collection fee, and seven dollars costs, and also indebted unto your orator, the Bank of Crisfield, a body corporate as aforesaid, on a judgment recovered by your orator, the said the Bank of Crisfield, a body corporate as aforesaid, against the said Belle F. Bedsworth in said Court, on the thirtieth day of September, nineteen hundred and thirty-three, for the sum of three hundred and sixty-eight dollars and seventy-five cents ($368.75), with interest from date, and thirty-eight dollars and sixty-seven cents ($38.67) collection fee, as will more fully appear by reference to certified copies of said judgments, herewith filed, as a part of this bill, marked respectively Exhibits "C" and "D".

Third: That the said Belle F. Bedsworth being so indebted unto your orators, and also unto divers other persons, and leaving personal estate of very little value, but leaving real estate in Somerset County, in the State of Maryland, of great value, departed this life on or about the 4th day of March, nineteen hundred and thirty-five leaving a last will and testament duky executed to pass real estate in the State of Maryland, which said last will and testament has been duly admit to probate in the Orphans Court for said Somerset County, and duly recorded among the Testamentary Records of said 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.F.B.".

Fourth: That by said last will and testament the said Belle F. Bedsworth devised and bequeathed all her property and estate, of every kind and description, real, personal and mixed, unto the said Ruth Bedsworth, her heirs, personal representatives and assigns, and appointed the said Ruth Bedsworth to be the Executrix of said last will and testament.

Fifth: That the defendant Ruth Bedsworth (who is unmarried), the defendant, Olin R. Bedsworth (who married the defendant, Addie Bedsworth), the defendant, Meta Hill (who is a widow), the defendant, Carrell Bedsworth (who married the defendant, Margaret Bedsworth), the defendant, Ruby Richardson (who married the defendant, Charles F. Richardson), and the defendant, Naomi Blades (who married the defendant, Roland Blades), are the only heirs at law of the said Belle F. Bedsworth, 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

Naomi Blades and Rolland Blades, her husband, who reside in Baltimore City, in the State of Maryland.

Sixth: That although the said Belle F. Bedsworth by her said last will and testament appointed the said Ruth Bedsworth to be the Executrix of said last will and testament, the said Ruth Bedsworth has not taken out letters testamentary on the personal estate of the said Belle F. Bedsworth, and there has been no administration on said personal estate, but your orators alleges that said personal estate of the said Belle F. Bedsworth is not sufficient to discharge the costs of administration and the debts due and owing by the said Belle F. Bedsworth at the time of her death, and your orators are devised that they are entitled to have the said real estate of the said Belle F. Bedsworth, deceased, sold for the payment of the debts of your orators and the other debts due and owing by the said deceased at the time of her death, according to their legal priorities, but your orators are unable to obtain adequate relief, or make sale of said real estate without the aid of this Honorable Court.

Seventh: That on the seventeenth day of June, nineteen hundred and twenty-nine, the E. S. Adkins & Company, a body corporate, recovered a judgment before a Justice of the Peace of said Somerset County, against Olin R. Bedsworth and Addie C. Bedsworth, for the sum of $31.26, $3.12 collection fee, and $1.45 costs, a copy of which said judgment is duly recorded in the office of the Clerk of the Circuit Court for Somerset County, and that on the day of September 1929, the Red "C" Oil Company, a body corporate, recovered a judgment in this Court against Grant G. Bedsworth and Olin R. Bedsworth, partners trading as G. G. Bedsworth and Son, for the sum of $70.32, which said judgments are liens on the aforesaid real estate, and your orators are advised that the said E. S. Adkins & Company, a body corporate, and the said the Red "C" Oil Company, a body corporate, are proper parties to this suit.

TO THE END THEREFORE:

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

(2). That the aforesaid real estate of the said Belle F. Bedsworth, deceased or so much thereof as may be necessary for the purpose, may be decreed to be sold for the payment of the claims of your orators, and of the other creditors of the said deceased, according to their legal priorities,

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

May it please your Honors to grant unto your orators the writ of the State of Maryland of subpoena directed to the said Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, and the Red "C" Oil Company, a body corporate, of Somerset County, in the State of Maryland, the writ of the State of Maryland of subpoena directed to the said Naomi Blades and Roland Blades, her husband, of Baltimore City, in the State of Maryland, and the writ of the State of Maryland of subpoena directed to the said E. S. Adkins & Company, a body corporate, of Wicomico County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be named therein, to show cause, if any they have why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainants.

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

The Marine Bank of Crisfield, a body corporate, Vs. Grant G. Bedsworth, Belle F. Bedsworth.	No. 81 Appearances, January Term, 1930 In the Circuit Court For Somerset County.

Sums &c.,

1930 January 21, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $1000.00 with interest from date, $100.00 Collection fee and costs.

Exemption waived.

Plff's Costs $7.00

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 the 29th day of May, 1935.

SEAL J. Millard Tawes, Clerk.

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

The Marine Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, Vs. Belle F. Bedsworth.	No. 33 Appearances September Term, 1933 In the Circuit Court For Somerset County.

Sums &c.,

1933 Sept. 30, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $386.75 with interest from date, $38.67 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, 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 the 29th day of May, 1935.

SEAL J. Millard Tawes, Clerk.

Exhibit "C" 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. G. Grant Bedsworth and Belle F. Bedsworth.	No. 55 Appearances September Term, 1930 In the Circuit Court For Somerset County.

Sums &c.,

1930 Nov. 18, Titling, narr, agreement, note and power filed

" " " Judgment by confession for the sum of $1050.00 with interest from date, $105.00 Collection fee and costs.

Exemption waived.

Plffs Costs $7.00

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, 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 the 29th day of May, 1935.

SEAL J. Millard Tawes, Clerk.

Exhibit "D" 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. Belle F. Bedsworth.	No. 32 Appearances September Term, 1933 In the Circuit Court For Somerset County

Sums &c.,

1933 Sept. 30, Titling, narr, agreement, note and power filed.

" " " Judgment by confession for the sum of $386.75 with interest from date, $38.67 Collection fee and without costs.

Exemption waived.

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 the 29th day of May, 1935.

SEAL J. Millard Tawes, Clerk.

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

I, Belle F. Bedsworth, of Somerset County, in the State of Maryland, being of sound and disposing mind, memory and understanding, and contemplating the certainty of death, but the uncertainty of the time thereof, do make this my last will and testament, in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

ITEM 1. I give, devise and bequeath all my property and estate, of every kind and description, real, personal and mixed, and wheresoever situated, unto my daughter, Ruth M. Bedsworth, her heirs, personal representatives and assigns.

ITEM 2. I hereby constitute and appoint my said daughter, Ruth M. Bedsworth, to be the Executrix of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, and as I have entire confidence in my said Executrix, I desire that she shall be excused from the necessity of giving bond for the performance of her duties as such Executrix.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this 24th day of September, in the year nineteen hundred and thirty-one.

Belle F. Bedsworth (seal)

Signed, sealed, published and declared by the above named testatrix as and for her last will and testament, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Harry C. Dashiell
Willard Laird
Clarence P. Lankford.

SOMERSET COUNTY, to wit: March 23, 1935.

THEN CAME Clarence P. Lankford and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last Will and Testament of Belle F. Bedsworth, late of Somerset County, deceased, that hath come to his hands or possession, and that he doth not know of any other and that the same was delivered to him by the testatrix.

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

SOMERSET COUNTY, to wit:

March 23, 1935.

THEN CAME Harry C. Dashiell, Willard Laird and Clarence P. Lankford, the subscribing witnesses to the foregoing last Will and Testament of Belle F. Bedsworth, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testatrix therein named, sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament. That at the time of her so doing, she was, to the best of their apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testatrix, and in the presence of each other.

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

STATE OF MARYLAND, SCT.

IN THE ORPHANS' COURT FOR SOMERSET COUNTY:

The Court having carefully examined the above last Will and Testament of Belle F. Bedsworth, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 26th day of March, 1935, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Belle F. Bedsworth deceased.

Charles W. Goldsborough
J. Henry Bedsworth — Judges of the Orphans' Court for Somerset County.
Warren C. Gunby

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 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 Belle F. Bedsworth, late of said county, deceased, taken from the original now on file and the same being one of the Records kept in the office of the Register of Wills for Somerset County.

In testimony whereof I hereunto subscribe my name and affix the Seal of said Court, this thirteenth day of June in the year of our Lord, nineteen hundred and thirty-five.

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

SEAL

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL The State of Maryland,

Ruth Bedsworth, Olin R. Bedsworth, Addie Bedsworth, Meta Hill, Carroll Bedsworth, Margaret Bedsworth, Ruby Richardson and Charles F. Richardson 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 The Marine Bank of Crisfield and Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Anno Domini 1935 ISSUED the 12th day of June Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

The Red "C" Oil 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 July next to answer the complaint of The Marine Bank of Crisfield and Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Anno Domini 1935 ISSUED the 12th day of June Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

E. S. Adkins & Co. 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 July next to answer the complaint of The Marine Bank of Crisfield and Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Anno Domini 1935 ISSUED the 12th day of June Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Naomi Blades & Robert Blades 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 July next to answer the complaint of The Marine Bank of Crisfield & Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Anno Domini 1935 ISSUED the 18th day of June Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL The State of Maryland,

Roland Blades OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in August next to answer the complaint of The Marine Bank of Crisfield and Bank of Crisfield against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July Anno Domini 1935 ISSUED the 23rd day of July Anno Domini 1935.

Per order, J. Millard Tawes, Clerk.

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

Summoned severally, and copy of subpoena left with each defendant.

W. H. Dryden, Sheriff.

To the second of said writs: None Est,

W. H. Dryden, Sheriff.

And at the same time also the Sheriff of Wicomico County, Charles H. Truitt, to whom the third writ is directed also came and made return thereof to the Court here in the words following, to wit:

Summoned E. S. Adkins & Co. and copy left with Harry C. Adkins, Sect'y and Treasurer, this 14th day of June, 1935.

Chas. H. Truitt, Sheriff.

And at the same time also the Sheriff of Baltimore City, Joseph C. Deegan, to whom the fourth writ is directed, also came and made return thereof to the Court here in the words following, to wit:

Summoned Naomi Blades and a copy of the Process left with the defendant. Non Est as to Robert Blades.

Joseph C. Deegan, Sheriff

At which said first Monday in August in the year nineteen hundred thirty-five, and the day of the return of the fifth 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 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.

Joseph C. Deegan, Sheriff.

And thereafter to wit, on the twenty-second day of August in the year nineteen hundred thirty-five, the following answer was filed.

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4699 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The answer of the Red C. Oil Company, a body corporate, to the bill of complaint of The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, against it and others in this Court exhibited, This defendant admits that it is the holder of a judgment against Olin R. Bedsworth and Grant G. Bedsworth, as mentioned in the bill of Complaint in this cause, no part of which said judgment has been paid, but this defendant neither admits nor denies the other matters and things set forth in said bill of complaint, but consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

John B. Robins, Solicitor
for the Red C. Oil Company.

And thereafter to wit, on the twenty-eight day of August in the year nineteen hundred thirty-five, the said complainants by their solicitor aforesaid filed in Court here a petition in the words following, to wit:

The Marine Bank of Crisfield, a body corporate and the Bank of Crisfield, a body corporate. Vs. Ruth Bedsworth and others.	No. 4699 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 complainants respectfully represents:

That the adult defendants, Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, and the defendant, the E. S. Adkins and Company, a body corporate, 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 defendants, the Red C. Oil Company, a body corporate, has answered said bill of complaint. The complainants therefore pray your Honors to that the said bill of complaint may be taken pro confesso against the said Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades,

her husband, and the E. S. Adkins and Company, a body corporate, non-appearing adult defendants, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford,
Solicitor for Complainants.

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

It appearing in the above entitled cause, that the adult defendants, Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, and the defendant, the E. S. Adkins and Company, a body corporate, have been duly summoned to appear to the bill of complaint in this cause, and have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, and that the defendant, the Red C. Oil Company, a body corporate, has answered said bill of complaint.

It is thereupon, this 28th day of August, nineteen hundred and thirty-five, on the foregoing petition, ordered, adjudged and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Ruth Bedsworth, Olin R. Bedsworth and Addie Bedsworth, his wife, Meta Hill, Carroll Bedsworth and Margaret Bedsworth, his wife, Ruby Richardson and Charles F. Richardson, her husband, Naomi Blades and Roland Blades, her husband, and the E. S. Adkins and Company, a body corporate, non-appearing adylt defendants, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett, Judge.

And afterwards, to wit, on the fourteenth day of October in the year nineteen hundred thirty-five, 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 to the Court here in the words following, to wit:

The Marine Bank of Crisfield and the Bank of Crisfield, Vs. Ruth Bedsworth, and others.	No. 4699 Chancery Circuit Court for Somerset County, Maryland

In this order 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 2 day of October 1935, 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 complainants, 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, age 58 years, my residence is Crisfield, Somerset County, Maryland, and I am President of the Bank of Crisfield, one of the complainants in this cause.

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

Ans. The Marine Bank of Crisfield and the Bank of Crisfield are banking institutions each with the principal office in the Town of Crisfield, Maryland. The defendant, the E. S. Adkins and Company is a corporate, with its principal office in Salisbury, Maryland, and the Red "C" Oil Company, is a corporate, with headquarters in Baltimore, so I am informed. I am personally acquainted with most of the other defendants, and with those with whom I am now personally acquainted, I am reliably informed who they are.

Int. 3. Were you or not personally acquainted with Belle F. Bedsworth? If so, is she living or dead, and if dead, when did she die? Did she or not leave a last will and testament?

Ans. I was well acquainted with Belle F. Bedsworth in her lifetime. She is dead, having died in the early part of March, 1935. The said Belle F. Bedsworth left a last will and testament bearing date the 24th day of September, 1931, which said last will and testament has been duly admitted to probate in the Orphans Court for Somerset County, Maryland. By said last will and testament the said Belle F. Bedsworth devised and bequeathed her estate, as follows, "I give, devise and bequeath all my property and estate, of every kind and description, real, personal and mixed, and wheresoever situated, unto my daughter, Ruth M. Bedsworth, her heirs, personal representatives and assigns". The paper now shown me, marked "B.F.B.", filed with the bill of complaint in this cause, is a certified copy of said last will and testament.

Int. 4. Please state whether or not the said Belle F. Bedsworth was indebted at the time of her death unto the Bank of Crisfield, and if so, how was she so indebted?

Ans. At the time of her death the said Belle F. Bedsworth was indebted (jointly with her husband, Grant G. Bedsworth) unto the Bank of Crisfield on a judgment recovered by the Bank of Crisfield against the said Belle F. Bedsworth and Grant G. Bedsworth in the Circuit Court for said Somerset County, on the 18th day of November 1930, for the sum of $1,050.00, with interest from date, $105.00 collection fee and $7.00 costs. The paper now shown me marked Exhibit "C", is a certified copy of said judgment. No part of the principal of said judgment has been paid, but interest has been paid on said judgment to the 26th day of March 1935. The said Belle F. Bedsworth was also indebted at the time of her death unto the Bank of Crisfield on a judgment recovered in said Court against the said Belle F. Bedsworth on the 30th day of September, 1933, for the sum of $386.75, with interest from date, and the sum of $38.67 collection fee. The paper now shown me, marked Exhibit "D" is a certified copy of said judgment. No part of the principal or interest of said judgment has been paid.

Int. 5. Please state whether or not the said Belle F. Bedsworth left any personal estate? If so, what is its value? Please state whether or not there has been any administration on said personal estate?

Ans. The said Belle F. Bedsworth left personal estate of very small value, By the last will and testament of the said Belle F. Bedsworth she appointed the said Ruth Bedsworth her executrix, but the said Ruth Bedsworth has not qualified as such executrix, and no administration has been granted on said personal estate.

Int. 6. Please state whether or not the said Belle F. Bedsworth owned any real estate in Somerset County, Maryland, at the time of her death, and if so, where is said real estate located, and what in your opinion is its value?

Ans. The said Belle F. Bedsworth at the time of her death owned two houses and lots in the Town of Crisfield, Somerset County, Maryland, on the South side of Richardson Avenue. One is the place where the said Belle F. Bedsworth resided at the time of her death, and adjoins the property of the heirs of Sarah J. Mears, and the other place is known as the Sallie J. Wharton property. I should think the two houses and lots are worth from $3000.00 to $4000.00.

Int. 7. Please state who are the heirs at law of the said Belle F. Bedsworth, and their ages?

Ans. The said Belle F. Bedsworth left surviving her as her only heirs at law, a daughter, Ruth Bedsworth, a son, Olin R. Bedsworth, a daughter, Meta Hill, a son, Carroll Bedsworth, a daughter, Ruby Richardson, and I am informed that she also left a daughter, Naomi Blades, who married Roland Blades. They are all above the age of twenty-one years.

Int. 8. Please state whether or not the personal estate of the said Belle F. Bedsworth is sufficient to discharge the costs of administration and the debts due and owing by her at the time of her death?

Ans. The personal estate of the said Belle F. Bedsworth is of small value, so I am informed, and is not sufficient to pay the costs of administration and the debts due and owing by her at the time of her death.

COURTS QUESTION?

Ans. I know nothing further material to this cause.

Witness: E. P. Wyatt Warren F. Sterling.

William M. Wooster, 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 names, age residence and occupation?

Ans. My name is William M. Wooster, My age is 57 years, my residence is Crisfield, Somerset County, Maryland, and I am Cashier of The Marine Bank of Crisfield.

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

Ans. The Marine Bank of Crisfield and the Bank of Crisfield are banking institutions, each with its principal office in Crisfield, Maryland. The E. S. Adkins and Company is a corporation, with its principal office in Salisbury, Maryland, and the Red "C" Oil Company is a corporation, but I do not know under the laws of what state it is incorporated. I know most of the other defendants, and know who all of them are. I am informed that the defendants, Naomi Blades and Roland Blades, her husband, reside in Baltimore, Maryland, and that the other defendants reside in Somerset County, Maryland.

Int. 3. Were you or not acquainted with Belle F. Bedsworth? If so, is she living or dead, and if dead, when did she die? Did she or not leave a last will and testament?

Ans. I knew Belle F. Bedsworth in her lifetime. She is dead, and to the best of my recollection she died sometime last March. She left a last will and testament dated the 24th day of September, 1931, which said last will and testament has been duly admitted to probate in the Orphans Court for Somerset County, Maryland. By said last will and testament the said Belle F. Bedsworth

devised and bequeathed her estate, as follows, "I give, devise and bequeath all my property and estate, of every kind and description, real, personal and moxed, and wheresoever situated, unto my daughter, Ruth M. Bedsworth, her heirs, personal representatives and assigns". The paper now shown me, marked Exhibit "B.F.B.", is a certified copy of said last will and testament.

Int. 4. Please state whether or not the said Belle F. Bedsworth was indebted at the time of her death unto The Marine Bank of Crisfield, and if so, how was she so indebted?

Ans. At the time of her death the said Belle F. Bedsworth was indebted (jointly with her husband, G. Grant Bedsworth) unto The Marine Bank of Crisfield on a judgment receovered by The Marine Bank of Crisfield against the said Belle F. Bedsworth and Grant G. Bedsworth in the Circuit Court for Somerset County, on the 21st day of January, 1930, for the sum of $1,000.00, with interest from date, $100.00 collection fee, and $7.00 costs. The paper now shown me, marked Exhibit "A", is a certified copy of said judgment. No part of the principal of said judgment has been paid, but interest has been paid to the 21st day of December 1932. The said Belle F. Bedsworth was also indebted at the time of her death unto The Marine Bank of Crisfield on a judgment recovered in said Court against the said Belle F. Bedsworth, on the 30th day of September, 1933, for the sum of $386.75, with interest from date, the sum of $38.67 collection fee. The paper now shown me, marked Exhibit "B", is a certified copy of said judgment. No part of the principal of said judgment nor interest has been paid.

Int. 5. Please state whether or not the said Belle F. Bedsworth left any personal estate? If so, what is its value? Please state whether or not there has been any administration on said personal estate?

Ans. I understand that the said Belle F. Bedsworth left a very small personal estate, and that while she appointed, by her last will and testament, the said Ruth M. Bedsworth to be her executrix, the said Ruth M. Bedsworth has not qualified as such executrix, and that no administration has been granted on said personal estate.

Int. 6. Please state whether or not the said Belle F. Bedsworth owned any real estate in Somerset County, Maryland, at the time of her death, and if so, where is said real estate located, and what in your opinion is its value?

Ans. The said Belle F. Bedsworth at the time of her death owned two houses and lots on the South side of Richardson Avenue in the Town of Crisfield, Somerset County, Maryland. One of the places is where the said Belle F. Bedsworth resided at the time of her death, and the other place id known as the Sallie J. Wharton property.

I should think the whole property worth from $3000.00 to $4000.00.

Int. 7. Please state whether or not the personal estate of the said Belle F. Bedsworth is sufficient to pay the debts due and owing by her at the time of her death?

Ans. From all the information I have been able to obtain, the personal estate of the said Belle F. Bedsworth is very small, and is not sufficient to pay the costs of administration and the debts owing by her at the time of her death.

COURTS QUESTION?

Ans. I know nothing further material in this cause.

Witness: E. P. Wyatt William M. Wooster.

Charles F. Richardson, a witness of lawful age, produced on the part of the complainants, being by me first duly sworn, deposes and says:

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

Ans. My name is Charles F. Richardson, my age is 30 years, I reside in Crisfield, Maryland, and I am an employee of the Eastern Shore Public Service Company.

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

Ans. The complainants are banking institutions located in Crisfield, Maryland. I understand that the E. S. Adkins and Company is a corporation, with its principal office in Salisbury, Maryland, and that the Red "C" Oil Company is a corporation, but I do not know where its principal office is. I am one of the defendants in this cause, and I am well acquainted with the other defendants. They all reside in Somerset County, Maryland, except the said Naomi Blades and Roland Blades, her husband, who reside in Baltimore City, Maryland.

Int. 3. Were you or not acquainted with Belle F. Bedsworth? If so, is she living or dead, and if dead, when did she die? Did she or not leave a last will and testament?

Ans. I was well acquainted with the said Belle F. Bedsworth. She was my wife's mother. She is dead, having dies in March of this year (1935). She left a last will and testament.

Int. 4. Please state who are the heirs at law of the said Belle F. Bedsworth and their ages?

Ans. The said Belle F. Bedsworth left surviving her as her only heirs at law six children, namely, a daughter, Ruth Bedsworth, a son Olin R. Bedsworth, who married Addie Bedsworth, a daughter, Meta Hill, who is a widow, a son, Carroll Bedsworth, who married Margaret Bedsworth, a daughter, Ruby Richardson, who is my wife, and a daughter, Naomi Blades, who married Roland Blades, all of whom are above the age of twenty-one years.

COURTS QUESTION?

Ans. I know nothing further material in this cause.

Witness: E. P. Wyatt. Charles F. Richardson.

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

WITNESS MY HAND AND SEAL

Edward P. Wyatt (Seal)

And thereafter, to wit, on the thirteenth day of November in the year nineteen hundred thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

The Marine Bank of Crisfield, and the Bank of Crisfield Vs. Ruth Bedsworth and others.	No. 4699 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 thirteenth day of November, in the year nineteen hundred and thirty-five by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned or so much thereof as may be necessary for the payment of the debts of said Belle F. Bedsworth, 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 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 purchaser 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 Belle F. Bedsworth 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.

James M. Crockett, 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 A. Wellington Tawes and J. Coyne 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 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 our-

selves, 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 November, in the year nineteen hundred and thirty-five.

Whereas, the above bounden Clarence P. Lankford, by virtue of a decree of the Circuit Court for Somerset County, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the suit of The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, complainants, and Ruth Bedsworth and others----defendants, now pending in said Court, the same being No. 4699 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 by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Clarence P. Lankford (Seal)

Witness: Wm. E. Daugherty — A. W. Tawes (Seal)

J. Coyne Sterling (Seal)

Which said Bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the eleventh day of December in the year nineteen hundred thirty-five, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4699 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, bearing date the thirteenth day of November, nineteen hundred and thirty-five, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, in the State of 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 seventh day of December, nineteen hundred and thirty-five, at or about the hour of 2:30 o'clock P.M., and then and thereproceeded to sell said real estate, the same being the real estate of which Belle F. Bedsworth, late of said Somerset County, deceased, died seized and possessed, situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Rickardson Avenue, a plat of which said real estate your trustee caused to be made by Gordon T.

Whelton, Surveyor, and which said plat is filed with this report, as a part hereof, 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 in said Town of Crisfield, County and State aforesaid, on the South side of said Richardson Avenue, fronting sixty (60) feet on said Richardson Avenue, and running back a distance of ninety (90) feet, being the same place where the said Belle F. Bedsworth resided at the time of her death, and is a part of the real estate and premises conveyed unto the said Belle F. Bedsworth by Frederick L. Godman by deed bearing date the sixth day of January, nineteen hundred and eight, and recorded among the Land Records of said Sokerset County in Liber S.F.D. No. 48 folio 17 etc, and which is laid down and described as Lot No. One (1) on the aforesaid plat, 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 Sixteen Hundred Dollars ($1,600.00), all of which has been paid in cash.

Your trustee next offerred at public sale to the highest bidder, all that lot or parcel of land, with the improvements thereon, in said Town of Crisfield, County and State aforesaid, on the South side of said Richardson Avenue, fronting ninety-two (92) feet on said Richardson Avenue, and running back a distance of ninety (90) feet, the same being a part of the real estate and premises conveyed unto G. Grant Bedsworth and Belle F. Bedsworth, his wife, as tenants by the entireties, by James C. Carver and N. Fred Carver, Trustees, by deed bearing date the twenty-ninth day of November, nineteen hundred and nineteen, and recorded among the said Land Records in Liber W.J.S. No. 93 folio 377 etc, (the said G. Grant Bedsworth having pre-deceased the said Belle F. Bedsworth), and which is laid down and described as Lot No. FOUR (4) on the aforesaid plat, 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 Seven Hundred and ten dollars ($710.00), all of which has been paid in cash.

Your trustee next offerred 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 South side of said Richardson Avenue, fronting sixty (60) feet on said Richardson Avenue, and running back a distance of ninety (90) feet, the same being a part of the real estate and premises conveyed unto the said G. Grant Bedsworth and Belle F. Bedsworth, his wife, as tenants by the entireties, by James C. Carver and M. Carver, Trustees, by deed bearing date the twenty-ninth day of November, nineteen hundred and nineteen, and recorded among the said Land Records in Liber W.J.S. No. 93 folio 377 etc, (the said G. Grant Bedsworth having pre-deceased the said Belle F. Bedsworth), and which is laid down and described as Lot NO. THREE (3) on the aforesaid plat, 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 Dollars ($200.00), 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 Belle F. Bedsworth, deceased, 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 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 ---- day of December, nineteen hundred and thirty-five, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, trustee named in the above report of sales, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the 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:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4699 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 11th day of December, nineteen hundred and thirty-five, 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 ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of January next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 10th day of January next.

The report states the amount of sales to be $2,510.00.

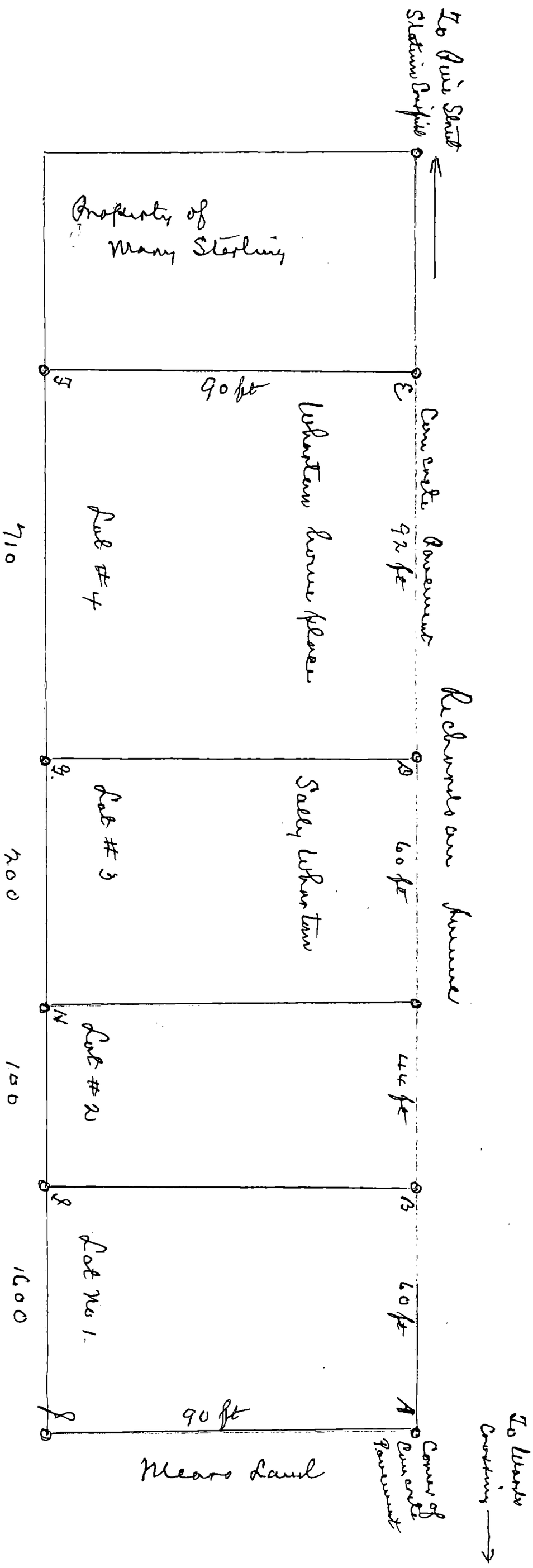
J. Millard Tawes, Clerk.

And now at this day, to wit: on the twenty-second day of January in the year nineteen hundred thirty-six came again into Court here the said complainants, by their solicitor aforesaid, and on motion of the said complainants, by their solicitor, aforesaid, the Court here passed the following order, to wit:

The Marine Bank of Crisfield, a body corporate, and the Bank of Crisfield, a body corporate, Vs. Ruth Bedsworth and others.	No. 4699 Chancery Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 22nd day of January, nineteen hundred and thirty-six, that the sales of property made and reported by Clarence P. Lankford, 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.

James M. Crockett, 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 Lanier, Clerk.

Curtis W. Long, Assignee for purpose of foreclosure and collection of mortgage from Charles G. Fry to Frank M. Parker, Ex Parte.	Be it remembered that heretofore to wit, on the fifth day of December in the year nineteen hundred thirty-five, a certain Curtis W. Long 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 Frank M. Parker by a certain Charles G. Fry of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this seventh 7th day of November in the year nineteen hundred and thirty, by Charles G. Fry of Somerset County, State of Maryland, WITNESSETH:

Whereas, the said Charles G. Fry, is justly and bona die indebted unto Frank M. Parker of Wicomico County, State aforesaid, in the full and just sum of two thousand dollars, the same being for balance of purchase money owing for the hereinafter described real estate, and whereas, the said Charles G. Fry has given therefor his bill obligatory of even date herewith, payable to the said Frank M. Parker, his personal representatives and assigns, one year after date, with interest payable semi-annually from said date, to better secure the payment of which said sum and interest, when and as the same shall become due and payable these presents are executed.

Now therefore, this mortgage witnesseth, that in consideration of the premises and the sum of one dollar, the said Charles G. Fry does grant and convey unto the said Frank M. Parker, his heirs and assigns, all that farm, tract or parcel of land lying and binding on the Southeast side of the County Road leading from Princess Anne to Revell's Neck, in West Princess Anne Election District, in said Somerset County, containing thirty acres, more or less, and being the same land more particularly described in a deed with Surveyor's plat and certificate attached, from Stephen D. Watson and wife to John W. Revell, dated June eighth, nineteen hundred and fifteen and recorded among the land records of said Somerset County in Liber No. 68, folio 343, et seq., and being the same and all of the land conveyed to the said Charles G. Fry by deed from the said Frank M. Parker and wife, dated evenly herewith and intended to be delivered and recorded among the land records of said Somerset County simultaneously with this mortgage.

To which said deeds, plat and Surveyor's certificate, and all the references therein contained, special reference is hereby made 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 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 Charles G. Fry 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 George H. Myers, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in said Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and 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 juisdiction 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 a 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 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 --- 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: Samuel H. Sudler Charles G. Fry (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 7th day of November 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 Charles G. Fry, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed, and at the same time and place also personally appeared before me George H. Myers, agent for the aforesaid mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the said mortgagee to make this affidavit.

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

SEAL OF NOTARY Samuel H. Sudler, Notary Public.

Received for Record Nov. 7, 1930 and recorded in Liber G.W.L. No. 98 Folio 470, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

The Bill Obligatory referred to in the foregoing mortgage is in the words following, to wit:

One year after date, with interest payable semi-annually from said date, I promise to pay to Frank M. Parker, of Wicomico County, Maryland, his personal representatives or assigns, the full sum of two thousand dollars, this obligation being secured by mortgage of even date herewith.

Witness my hand and seal this seventh day of November, nineteen hundred and thirty.

Witness: Geo. H. Myers Charles G. Fry (Seal)

I HEREBY ASSIGN the within mortgage note to Curtis W. Long for the purpose of foreclosure and collection.

AS WITNESS my hand and seal this fourth day of December, A.D., 1935.

Test: Isabelle R. Johnson Frank M. Parker (Seal)

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 fourth day of December, A.D., 1935.

TEST: Isabelle R. Johnson Frank M. Parker (Seal)

Filed for Record 5th Dec., 1935 and recorded in Liber G.W.L. No. 98 Folio 470.

Test: J. Millard Tawes, Clerk.

And thereupon the said Curtis 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 Frank M. Parker and Mrs. Frank M. Parker as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND DOLLARS ($4000.00), 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, jointly and severally, firmly by these presents.

Sealed with our seals and dated this fifth day of December, in the year Nineteen Hundred and Thirty-five.

WHEREAS, the above bounden Curtis W. Long, by virtue of the power contained in a

mortgage from Charles G. Fry to Frank M. Parker dated November 7, 1930, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L. No. 98, Folio 470, and duly assigned to Curtis W. Long for the purpose of foreclosure and collection, 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.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Curtis W. Long does and shall well 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.

Curtis W. Long (Seal)

TEST: Ruth W. Hostetter

Frank M. Parker (Seal)

Mrs. Frank M. Parker (Seal)

Which said bond was thus thereon endorsed to wit:

The above bond approved this 7th day of December, 1935.

Benj. A. Johnson, Judge.

And thereafter to wit, on the third of January in the year nineteen hundred thirty-six, 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 purpose of foreclosure and collection of mortgage from Charles G. Fry to Frank M. Parker, Ex Parte.	No. 4774 Chancery Circuit Court for Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Curtis W. Long, Assignee for purpose of foreclosure and collection of mortgage from Charles G. Fry to Frank M. Parker dated November 7, 1930, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L. No. 98, Folio 470, and duly assigned to Curtis W. Long for the purpose of foreclosure and collection, respectfully shows:

That after default had been made in the terms, covenants and conditions of said mortgage, and after having given at least twenty days' notice by advertisement published once a week in "The Marylander and Herald", a weekly newspaper printed in Somerset County, Maryland, prior to December 28th, 1935, and after having given bond with sureties approved by the Clerk of this Court, this Assignee did on Saturday, December 28, 1935, 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, as will more fully appear by reference to the attached copy thereof with a certificate showing its publication, and did then and there offer for sale by public auction all the right, title and interest of the said Charles G. Fry, and all the right, title and interest of all those claiming by, from or under him, in and to all that farm, tract or parcel of land lying and binding on the Southeast side of the County Road leading from Princess Anne to Revell's Neck, in West Princess Anne Election District, in said Somerset County, containing thirty acres, more or less; and being the same land more

particularly described in a deed with surveyor's plat and certificate attached, from Stephen D. Watson and wife to John W. Revell, dated June 8, 1915, recorded among the Land Records of said Somerset County in Liber No. 68, Folio 343, et seq., and being the same and all of the land conveyed to the said Charles G. Fry by deed from Frank M. Parker and wife, dated November 7, 1930, and recorded among the aforesaid Land Records in Liber G.W.L. No. 100, Folio 485; and being in all respects the same land described in said mortgage; and sold the same to Frank M. Parker at and for the sum of Five Hundred Dollars ($500.00), 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 begs leave to report that he has made distribution and prays ratification of the proceeds thus arising from said sale, as follows:

To purchase price of property		$500.00

DISTRIBUTION:

To Curtis W. Long, Assignee for purpose of foreclosure and collection, commissions		$39.00
" Long & Robins, appearance fee		10.00
" J. Millard Tawes, Clerk's costs		11.00
" The Marylander & Herald, advertisement and Order Nisi		24.00
" Edwin Muir, Auctioneer		3.00
" Frank M. Parker, mortgage principal	$1100.00	
Interest from May 7, 1935, to December 28, 1935	42.46	
	$1142.46	
Credit on mortgage and interest		413.00

Respectfully submitted,

Curtis W. Long, Assignee

for purpose of foreclosure and collection.

STATE OF MARYLAND, WICOMICO COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 31st day of December, in the year Nineteen Hundred and Thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Curtis W. Long, Assignee for purpose of foreclosure and collection, and made oath in due form of law that the matters and things stated by him in the foregoing 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.

AS WITNESS my hand and Notarial Seal the day and year above written.

SEAL OF NOTARY

Isabelle R. Johnson, Notary Public.

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

ORDERED, This 3rd day of January, in the year Nineteen Hundred and Thirty-six, 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 for the purpose of foreclosure and collection of mortgage from Charles G. Fry to Frank M. Parker, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of February, 1936; 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 4th day of February, 1936.

The report states the amount of sale to be $500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the nineteenth day of February in the year nineteen hundred thirty-six, 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 nineteenth day of February, A.D., 1936, that the sale of the property mentioned in these proceedings and the distribution of the proceeds arising therefrom as shown therein, 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.

James M. Crockett, Judge.

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

Per J. Millard Tawes, Clerk

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John J. Ghingher, Receiver for the Peoples Bank of Somerset County, and Baltimore Commercial Bank, a body corporate,

Vs.

The Trustees of Union Asbury Methodist Eposcopal Church of Crisfield, Maryland, a body corporate; Frank Branford; Young & Son, Inc.; Bank of Somerset, a body corporate; The A.B.Cochrane Company, a body corporate; Cohn & Bock Company, a body corporate; B. Horace Ford, trading as the Crisfield Electrical Construction Company; Harry Evans trading as Harry Evans Wood and Coal Company; and Board of Home Missions and Church Extensions of the Methodist Episcopal Church, a corporation under the laws of the State of Pennsylvania.

Be it remembered that heretofore, to wit, on the twenty-second day of November in the year nineteen hundred thirty-four, a certain John J. Ghingher, Receiver for the Peoples Bank of Somerset County, and the Baltimore Commercial Bank, a body corporate, by George H. Myers, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against the Trustees of Union Asbury Methodist Eposcopal Church of Crisfield, Maryland, Frank Branford, Young & Son, Inc., Bank of Somerset, The A. B. Cochrane Company, a body corporate, Cohn & Bock Company, a body corporate, B. Horace Ford, trading as the Crisfield Electrical Construction Company, Harry Evans trading as Harry Evans Wood and Coal Company, and Board of Home Missions and Church Extensions of the Methodist Episcopal Church, a corporation under the laws of the State of Pennsylvania, which said bill of complaint is in the words following, to wit:

John J. Ghingher, Receiver for the Peoples Bank of Somerset County, and Baltimore Commercial Bank, a body corporate,

Vs.

The Trustees of Union Asbury Methodist Eposcopal Church of Crisfield, Maryland, a body corporate; Frank Branford, Young & Son, Inc., Bank of Somerset, a body corporate; The A.B.Cochrane Company, a body corporate; Cohn & Bock Company, a body corporate; B. Horace Ford, trading as the Crisfield Electrical Construction Company; Harry Evans trading as Harry Evans Wood and Coal Company; and Board of Home Missions and Church Extensions of the Methodist Episcopal Church, a corporation under the laws of the State of Pennsylvania.

No. 4630 Chancery
Circuit Court for
Somerset County, Maryland

To the Honorable, the Judges of said Court:

Your Orators complaining say:

First: That by a decree of the Circuit Court for Somerset County in Equity, passed on the 12th day of February, 1933, in Chancery Cause No. 4367, certified copy of which said decree is filed as part hereof, marked Exhibit "A", your Orator, the said John J. Ghingher, was duly appointed Receiver for the Peoples Bank of Somerset County in place of George W. Page, and that your said 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 Somerset County in Equity, passed in said Chancery Cause, to bring this suit.

Second: That on the 5th day of November, 1929, the said Trustee 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 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, 1930, 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

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 seventh day of the same month, in the year of our Lord one thousand nine hundred thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

William H. Dryden, 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 Frederick D. King and others to Charles C. Rounds and assigned to Bank of Somerset, by Charles C. Rounds, and by Bank of Somerset assigned to The Somerset Mortgage and Certificates Corporation.	Be it remembered that heretofore to wit, on the tenth day of January in the year nineteen hundred thirty-five, 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 Charles

C. Rounds by a certain Frederick D. King and others of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this 20th day of May, in the year nineteen hundred and twenty-seven, by Frederick D. King and Annie E. King, his wife, John S. King and Sarah A. King, his wife, and Alfred T. King, hereinafter called the mortgagors, Witnesseth:

Whereas the said mortgagors are indebted to Charles C. Rounds in the sum of eighty-five hundred dollars for a part of the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by two bills obligatory of the said mortgagors, one for the sum of eight hundred dollars, dated evenly herewith, payable to the said Charles C. Rounds sixty days after date, with interest from date, and the other bill obligatory for the sum of seventy-five hundred dollars, dated evenly herewith, payable to the said Charles C. Rounds in fifteen equal annual instalments from the 15th day of April, 1928, that is to say, five hundred dollars on the 15th day of April, 1929, and five hundred dollars on the 15th day of April of each and every year thereafter until the entire principal of said bill obligatory shall have been paid, with interest on each instalment from the 15th day of April, 1927, payable annually from the 15th day of April, 1927, in which said bill obligatory the said mortgagors have reserved the right to pay the entire principal of said bill obligatory or any part thereof at any interest-paying period, and whereas for the purpose of further securing the payment of said sum of eighty-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 Frederick D. King and Annie E. King, his wife, and John S. King and Sarah A. King, his wife, and Alfred T. King, the mortgagors aforesaid, do grant and convey to the said Charles C. Rounds, his heirs and assigns, the following described real estate, that is to say,

All that farm or tract of land, situate, lying and being in East Princess Anne Election District, in Somerset County, in the State of Maryland, containing one hundred

and ninety-two and three-eighths acres, more or less, which is the second parcel of land mentioned, described and conveyed in a deed to the said Charles C. Rounds from the Turner Brothers Company, a body corporate, dated the 18th day of July, 1919, recorded among the land records of said County in Liber W.J.S. No. 78, folio 476 etc, and also being the same and all the land which was conveyed to the said Turner Brothers Company by H. Fillmore Lankford, Attorney, by deed dated the 30th day of November, 1917, recorded among said records in Liber W.J.S. No. 73, folio 496, etc, and also being the same and all the land which was conveyed to James P. Rounds by Joseph S. Colgan and wife by deed dated the 3rd day of August, 1883, recorded among said records in Liber B.F.L. No. 6, folio 317 etc, and also being the same and all land which was conveyed by Charles C. Rounds and wife to the said mortgagors by deed dated the 20th day of Mary, 1927, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and reference is hereby made to said deeds and all the references in said deeds contained for full and particular description of the lands hereby conveyed,

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, 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 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 hereby covenant to pay when legally demandable, and the said mortgagors, further covenant that they will not cut any timber upon said farm during the existence of this mortgage except what is necessary for the use of the farm, without written consent of the mortgagee, his heirs or assigns. 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 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 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 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.

Frederick D. King (Seal)
Annie E. King (Seal)
John S. King (Seal)
Sarah A. King (Seal)
Alfred T. King (Seal)

Test: Samuel H. Sudler

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 20th day of May, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally Frederick D. King and Annie E. King, his wife, John S. King and Sarah A. King, his wife, and Alfred T. King, 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 C. Rounds, 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

Samuel H. Sudler, Notary Public.

Received for Record May 20, 1927 and recorded in Liber G.W.L. No. 95 Folio 164 one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

For value received, and as collateral security for the payment of a mortgage for fifteen thousand dollars from Charles C. Rounds and Lola Rounds to the Bank of Somerset, a body corporate, dated the 6th day of February, 1926, recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 89, folio 388 etc, I hereby assign the within and foregoing mortgage to the said Bank of Somerset, its successors and assigns, and guarantee the payment thereof.

Witness my hand and seal this 20th day of May, nineteen hundred and twenty-seven.

Witness: Samuel H. Sudler Charles C. Rounds (Seal)

ASSIGNMENT

The mortgage from Charles C. Rounds and wife to the Bank of Somerset, a body corporate, for fifteen thousand dollars, dated February 6th, 1926, recorded among the land records of Somerset County, Maryland, in Liber W.J.S. No. 89, folio 388 etc, having been assigned by the said Bank of Somerset to The Somerset Mortgage and Certificates Corporation, a body corporate, the said Bank of Somerset, for value received, hereby assigns the within and foregoing mortgage to The Somerset Mortgage and Certificates Corporation, without recourse, as collateral security for the payment of the said mortgage from the said Charles C. Rounds and wife.

Witness the signature of the Bank of Somerset by William B. Apiva, its President, attested by its Cashier, with its corporate seal affixed this 28th day of December, 1934.

THE BANK OF SOMERSET

Princess Anne, Md.

Attest: Samuel H. Sudler Wm. B. Spiva, President

CORPORATE
SEAL

Filed for Record 29th Dec., 1934 and recorded in Liber G.W.L. No. 95 Folio 164.

Test: J. Millard Tawes, Clerk.

The bill obligatory referred to in the foregoing mortgage is in the words following, to wit:

$7500.00 Princess Anne, Md., May 20, 1927.

For value received and secured by mortgage of even date herewith, and for a part of the purchase money for the real estate conveyed by said mortgage, we promise to pay to Charles C. Rounds, or order, seven thousand five hundred dollars, in fifteen equal annual instalments from the 15th day of April, 1928, that is to say, five hundred dollars on the 15th day of April, 1929, and five hundred dollars on the 15th day of April of each and every year thereafter until the entire principal of said debt shall have been paid and with interest on each instalment from the 15th day of April, 1927, payable annually from the 15th day of April, 1927, but reserving the right to pay the entire principal of said debt or any part thereof at any interest-paying period, with interest to the day of payment, and we hereby waive all right to exemption from execution as to the dabt evidenced by this obligation.

Witness our hands and seals.

Frederick D. King (Seal)

Annie E. King (Seal)

Witness: Samuel H. Sudler John S. King (Seal)

Sarah A. King (Seal)

Alfred T. King (Seal)

For value received, and as collateral security for the payment of a mortgage for fifteen thousand dollars from Charles C. Rounds and Lola Rounds to the Bank of Somerset, a body corporate, dated the 6th day of February, 1926, recorded among the land records of Somerset County, Md., in Liber W.J.S. No. 89, folio 388 etc, I hereby assign the within bill obligatory to the said Bank of Somerset, its successors and assigns.

Witness my hand and seal this 20th day of May, 1927.

Witness: Samuel H. Sudler Charles C. Rounds (Seal)

For value received, The Bank of Somerset, a body corporate, hereby assigns the within and attached note to The Somerset Mortgage and Certificates Corporation, as collateral security for the payment of a mortgage from Charles C. Rounds and wife, to Bank of Somerset, assigned by Bank of Somerset to The Somerset Mortgage and Certificates Corporation.

Witness the signature of the Bank of Somerset, by William B. Spiva, its President attasted by its Cashier, and with its corporate seal affixed, this 28th day of December, 1934.

THE BANK OF SOMERSET,

Princess Anne, Md.

Witness: Samuel H. Sudler, Cashier Wm. B. Spiva, President.

CORPORATE
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, 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 Ten Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to the payment of which well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of January, nineteen hundred and thirty-five.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Frederick D. King and wife, John S. King and wife, and Alfred T. King, to Charles C. Rounds, dated the 20th day of May, 1927, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 95, folio 164 etc, (assigned by the said Charles C. Rounds to the Bank of Somerset by assignment dated the 20th day of May, 1927, recorded among said records in Liber G.W.L. No. 95, folio 165, and assigned by the Bank of Somerset to The Somerset Mortgage and Certificates Corporation, by assignment dated the 28th day of December, 1934, recorded among said records in Liber G.W.L. No. 95, folio 164) is authorized upon default in the terms and covenants of said mortgage, to sell the real estate by said mortgage conveyed, 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 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)

Witness: E. Walter Long.

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 twenty-sixth day of January in the year nineteen hundred thirty-five, 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 Frederick D. King and others to Charles C. Rounds, assigned to Bank of Somerset, by Charles C. Rounds, and by Bank of Somerset assigned to The Somerset Mortgage and Certificates Corporation.	No. 4643 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 Frederick D. King and wife, John S. King and wife, and Alfred T. King to Charles C. Rounds, dated the 20th day of May, 1927, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 95, folio 164 etc, assigned by the said Charles C. Rounds to the Bank of Somerset, a body corporate, by assignment dated the 20th day of May, 1927, recorded among said records in Liber G.W.L. No. 95, folio 165, and assigned by the Bank of Somerset to The Somerset Mortgage and Certificates Corporation, a body corporate, by assignment dated the 28th day of December, 1934, recorded among said records in Liber G.W.L. No. 95, folio 164, respectfully represents:

That said mortgage having been assigned by Charles C. Rounds to the Bank of Somerset as collateral security for the payment of a mortgage from Charles C. Rounds and wife to the Bank of Somerset for fifteen thousand dollars, dated the 6th day of February, 1926, recorded among said records in Liber W.J.S. No. 89, folio 388, and the said mortgage from the said Charles C. Rounds and wife having been assigned by the Bank of Somerset to The Somerset Mortgage and Certificates Corporation by assignment dated the 3rd day of August, 1934, recorded among said records in Liber W.J.S. No. 89, folio 388, and the said H. Fillmore Lankford, named as attorney in the said mortgage from the said Charles C. Rounds and wife to the Bank of Somerset (assigned as aforesaid to The Somerset Mortgage and Certificates Corporation) having sold the first described tract of land by said mortgage conveyed at public auction, and the sum for which said tract of land was sold not being sufficient to pay the amount due and owing on said mortgage; the second tract of land described in said mortgage from the said Charles C. Rounds having been conveyed to the said Frederick D. King and others by the said Charles C. Rounds and wife, and being the property the sale of which is reported in this proceeding, and that after default had occurred in the conditions and covenants of said mortgage from the said Frederick D. King and others to the said Charles C. Rounds, assigned as aforesaid to the Bank of Somerset, and assigned as aforesaid to The Somerset Mortgage and Certificates Corporation,

he, the said H. Fillmore Lankford, attorney as aforesaid, by virtue of the power and authority contained in said mortgage, 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 by advertisement in the Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by advertisement posted as the Court House door, in Princess Anne, in Somerset County, Maryland, he did, in pursuance of said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday, the 22nd day of January, 1935, between the hours of 2:00 and 2:30 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 or tract of land in East Princess Anne District, Somerset County, Maryland, containing 192 acres, more or less, on the northwest side of the county road leading from Princess Anne to West, adjoining the lands of Norman Whittington, Cohn & Bock Company, Charles C. McCubbin and others and which was conveyed to Frederick D. King and wife, John S. King and wife, and Alfred T. King by Charles C. Rounds and wife by deed dated the 20th day of May, 1927, recorded among said records in Liber G.W.L. No. 94, folio 262 etc, and which was subsequently and after the assignment of said mortgage to the Bank of Somerset, reconveyed to the said Charles C. Rounds by the said Frederick D. King and wife, John S. King and wife and Alfred T. King, subject to said mortgage, by deed dated the 3rd day of January, 1930, recorded among said records in Liber G.W.L. No. 99, folio 582, improved by a main dwelling house, tenant house, stable and garage, and sold the same to The Somerset Mortgage and Certificates Corporation, the assignee of said mortgage, it being the highest bidder therefor, at and for the sum of forty-five hundred dollars.

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

Whole amount of sale			$4500.00
Court costs		$20.50	
Auctioneer		1.50	
Advertising sale and order nisi		24.00	
Taxes as follows:			
State & county taxes for 1931	$105.65		
State & county taxes for 1932	91.10		
State & county taxes for 1933	58.30		
State & county taxes for 1934	52.90	305.95	
Commissions of attorney		65.00	416.95
Balance on account of mortgage			$4083.95

(to be applied as a credit on the mortgage from Charles C. Rounds hereinbefore mentioned).

Statement of mortgage debt;

Balance of principal	$7500.00
Interest to 22nd January, 1935	2598.25
	$10098.25
Amount realized from reported sale	4083.95
Balance owing	$6014.30

And the said H. Fillmore Lankford, Attorney as aforesaid, prays a ratification of said sale and of all his proceedings in the premises.

H. Fillmore Lankford, Attorney
named in said mortgage.

State of Maryland, Somerset County, towit:

I hereby certify that on this 26th day of January, nineteen hundred and thirty-five, 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 of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes
Clerk of 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 Frederick D. King and wife, John S. King and wife, and Alfred T. King to Charles C. Rounds, assigned by Charles C. Rounds to Bank of Somerset, and assigned by Bank of Somerset to The Somerset Mortgage and Certificates Corporation.	No. 4643 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 26th day of January, nineteen hundred and thirty-five, that the report of H. Fillmore Lankford, the attorney mentioned in the above entitled 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 23rd day of February, 1935; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 20th day of February, 1935.

The report states the amount of sale to be forty-five hundred dollars.

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

And now at this day to wit, on the twenty-sixth day of February in the year nineteen hundred thirty-five, 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. Trust created by mortgage from Frederick D. King and wife, John S. King and wife, and Alfred T. King, to Charles C. Rounds, assigned by Charles C. Rounds to Bank of Somerset, and assigned by Bank of Somerset to The Somerset Mortgage and Certificates Corporation.	No. 4643 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 26 day of February, nineteen hundred and thirty-five, 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 fund arising from said sale made by him in said report, be and the same are hereby finally ratified and confirmed.

James M. Crockett, Judge of
said Court.

And thereafter to wit, on the twenty-second day of June in the year nineteen hundred thirty-five, The Somerset Mortgage and Certificates Corporation, by its solicitor, George H. Myers, filed in Court here a petition in the words following, to wit:

H. Fillmore Lankford, Attorney, Ex Parte under power in mortgage from Frederick D. King and others	No. 4643 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of The Somerset Mortgage and Certificates Corporation, a body corporate, under the laws of the State of Maryland, respectfully represents:

That the said H. Fillmore Lankford, as attorney named in a mortgage from Frederick D. King and others, dated May twentieth, nineteen hundred and twenty seven, the original of which said mortgage is filed in this proceeding, after having given bond as required by law sold the property described in said mortgage at public auction to your petitioner for the sum of forty five hundred dollars cash; that said sale has been duly reported by said attorney to this Honorable Court and the purchase money fully paid and by order of this Honorable Court passed on the twenty sixth day of February, nineteen hundred and thirty-five, the said sale to your petitioner was finally ratified and confirmed; all of which will more fully appear by reference to said attorney's report of sale and the order nisi and final order of ratification thereon.

That your petitioner is advised that it is entitled to a deed of conveyance for the property so as aforesaid purchased by it but that the said H. Fillmore Lankford departed this life on the thirteenth day of June, nineteen hundred and thirty-five, before executing a deed of conveyance to your petitioner for said property.

Your petitioner, therefore, prays your Honor to appoint a Trustee to execute a deed of conveyance granting to your petitioner all the right, title, interest and estate of the said Frederick D. King and others, or of those claiming by, from or under them in and to all of the said real estate mentioned and described in said attorney's report of sale and purchased as aforesaid by your petitioner.

Geo. H. Myers,
Attorney for Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 18th day of June, nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William B. Spiva, Treasurer of said Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

SEAL
OF
NOTARY

Eunice Pilchard, Notary Public.

Upon which petition the Court here passed the following order, to wit:

Ordered, this 22nd day of June, nineteen hundred and thirty-five, by the Circuit Court

for Somerset County, in Equity, upon the aforegoing petition and affidavit that George H. Myers, be and he is hereby appointed Trustee without bond, to grant and convey to The Somerset Mortgage and Certificates Corporation, purchaser, all of the right, title, interest and estate of the said Frederick D. King and Annie E. King, his wife, John S. King and Sarah A. King, his wife, and Alfred T. King, or of those claiming by, from or under them, in and to all of the land and premises mentioned and described in the report of sale of H. Fillmore Lankford, attorney, heretofore ratified in this cause as fully and effectually as the said H. Fillmore Lankford, attorney aforesaid, could have done under the power contained in the said mortgage from the said Frederick D. King and others, filed in this proceeding.

Benj. A. Johnson, 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. Milland Lanno, Clerk

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eighths acres, more or less, which was conveyed to Turner Brothers Company by H. Fillmore Lankford, Attorney, by deed dated the 30th day of November, 1917, recorded among said records in Liber W.J.S. No. 73, folio 496 etc, and being the second tract of land conveyed in a deed to the said Charles C. Rounds from the said Turner Brothers Company, dated the 18th day of July, 1919, recorded among said records in Liber W.J.S. No. 78, folio 476 etc.

Third: The following described personal property belonging to the said Charles C. Rounds, and usually kept on the farm last described, and now in the possession of the said Charles C. Rounds on said farm in said county, namely: One new Fordson Tractor and plows, one wheat drill, one wheat binder, one manure spreader, one potato planter, one corn planter (John Deere), one Tractor disk, one Ford truck,

Together with the buildings and improvements upon said tracts of land 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 and personal property, 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 Charles C. Rounds and Lola Rounds 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 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 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: Samuel H. Sudler

Charles C. Rounds (Seal)
Lola V. Rounds (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-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Charles C. Rounds and Lola Rounds, 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 6th Feby. 1926 and recorded in Liber W.J.S. No. 89 Folio 388 &c one of the Land Records of Somerset County,

Per: W. Jerome Sterling, Clerk.

ASSIGNMENT

FOR VALUE RECEIVED, the Bank of Somerset, a body corporate, hereby assigns the within

and aforegoing mortgage to The Somerset Mortgage & Certificates Corporation, a body corporate, without recourse.

WITNESS the signature of the Bank of Somerset by its President, attested by its Cashier with its corporate seal affixed this 3rd day of August, 1934.

BANK OF SOMERSET

Princess Anne, Md.

ATTEST: S. H. Sudler, Cashier By: Wm. B. Spiva, President.

CORPORATE SEAL

Filed for Record Sept. 13, 1934 and recorded in Liber W.J.S. No. 89 Folio 388.

Test: J. Millard Tawes, 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, principal, and William B. Spiva and Samuel H. Sudler, 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 Ten Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to the payment of which well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of January, nineteen hundred and thirty-five.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from Charles C. Rounds and Lola Rounds, his wife, to the Bank of Somerset, dated the 6th day of February, 1926, recorded among the land records of said county in Liber W.J.S. No. 89, folio 388 etc, (assigned by the said Bank of Somerset to The Somerset Mortgage and Certificates Corporation by assignment dated the 3rd day of August, 1934, recorded among said records in Liber W.J.S. No. 89, folio 388) is authorized upon default in the terms and covenants of said mortgage, to sell the real estate by said mortgage conveyed, 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 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.

H. Fillmore Lankford (Seal)

Witness: E. Walter Long 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 twenty-fifth day of January in the year nineteen hundred thirty-five, 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 Charles C. Rounds and wife to Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation.	No. 4644 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 Charles C. Rounds and Lola Rounds, his wife, to the Bank of Somerset, a body corporate, dated the 6th day of February, 1926, recorded among the land records of Somerset County, in the State of Maryland, in Liber W.J.S. No. 89, folio 388 etc, assigned by the said Bank of Somerset to The Somerset Mortgage and Certificates Corporation, a body corporate, by assignment dated the 3rd day of August, 1934, recorded among said records in Liber W.J.S. No. 89, folio 388, 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 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 advertisement 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 22nd day of January, 1935, 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 East Princess Anne District, Somerset County, Maryland, containing sixty-nine and one-third acres, more or less, adjoining the lands of E. T. Bell and the Philadelphia Joint Stock Land Bank, lying on the northwest side of the county road leading from Princess Anne to West, and which was conveyed to the said Charles C. Rounds and Trigg H. Peterman by Frank Lano and wife, by deed dated the 5th day of January, 1921, recorded among said records in Liber W.J.S. No. 84, folio 8 etc, the interest of the said Trigg H. Peterman in said property having been conveyed to the said Charles C. Rounds by the said Trigg H. Peterman and wife by deed dated the 6th day of September, 1922 recorded among said records in Liber W.J.S. No. 86, folio 265, improved by a dwelling house, barn, corn house and other outbuildings, and sold the same to The Somerset Mortgage and Crtificates Corporation, the assignee of said mortgage, it being the highest bidder therefor, at and for the sum of four thousand dollars.

And the said H. Fillmore Lankford, attorney as aforesaid, makes the following distribution of the purchase price for said property:

Amount of sale		$4000.00
Court costs	$20.50	
Auctioneer	1.50	
Advertising sale and order nisi	21.00	
Taxes as follows:		
State taxes for 1927	$10.94	
State taxes for 1928	9.82	
State & county taxes for 1931	66.60	
State & county taxes for 1932	58.55	
State & county taxes for 1933	37.47	
State & county taxes for 1934	34.14	217.52

Commissions to attorney	$65.00	325.52
Balance on account of mortgage		$3674.48

Statement of mortgage debt:

Balance on principal	$14,913.37
Interest to 22nd January, 1935	5,737.36
	$ 20,650.73
Amount realized from sale reported	3,674.48
Balance due	$16,976.25

And the said attorney prays a ratification of said sale 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 25th day of January, nineteen hundred and thirty-five, 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 of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk of
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 Charles C. Rounds and wife to Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation.	No. 4644 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 25th day of January, nineteen hundred and thirty-five, that the report of H. Fillmore Lankford, the attorney mentioned in the above entitled 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 23rd day of February, 1935; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 20th day of February, 1935.

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

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

And now at this day to wit, on the twenty-sixth day of February in the year nineteen hundred thirty-five, 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. Trust created by mortgage from Charles C. Rounds and wife to Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation.	No. 4644 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 26th day of February, nineteen hundred and thirty-five, 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.

James M. Crockett, 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. Milland Tunis, 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 sixth day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judges.

William H. Dryden, Esq., Sheriff J. Millard Fawes, Clerk.

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

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H. Fillmore Lankford, Ex parte. Trust created by mortgage from May Anderson to Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation.	Be it remembered that heretofore to wit, on the twenty-fifth day of April in the year nineteen hundred thirty-five, 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 May Anderson of said county and state, which said copy of mortgage is in the words following, to wit:

This Mortgage, Made this Sixth day of June, in the year nineteen hundred and twenty-eight, by May Anderson, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said May Anderson, hereinafter called the mortgagor, is indebted to the "Bank of Somerset", a body corporate, in the sum of Thirty-Six Hundred Dollars, which said debt is evidenced by the promissory note under seal of the said May Anderson for said sum, dated evenly herewith, payable to the said Bank of Somerset, 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 May Anderson hereby grants and conveys to the said Bank of Somerset, its successors and assigns, all those lots or parcels of land, situate, lying and being on Deals Island, in Somerset County, Maryland, described as follows:

First: All that lot or parcel of land, containing one-half acre, more or less, which was conveyed to the said May Anderson by James D. Anderson and wife, George A. Anderson and wife, Thomas J. Anderson and wife, and Charles L. Anderson and others, by deed dated the 3rd day of April, 1899, recorded among the land records of said county in Liber O.T.B. No. 25, folio 404 etc, and

Second: All that lot or parcel of land which was conveyed to the said May Anderson by Addie F. Ford and Norman C. Ford, her husband, and the Salisbury Building, Loan and Banking Association by deed dated the 10th day of May, 1907, recorded among the said records in Liber S.F.D. No. 45, folio 371 etc; to which said deeds and all the references in said deeds contained, special reference is hereby made for full and particular description of the lands hereby conveyed,

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

PROVIDED that if the said 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 May Anderson 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 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 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 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 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: W. Edelen Webster May Anderson (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of June, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared May Anderson, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed.

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

SEAL OF NOTARY Arthur Andrews, Notary Public.

State of Maryland, Somerset County, towit:

I hereby certify that on this 7th day of June, nineteen hundred and twenty-eight, 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 Vice President and agent of the Bank of Somerset, mortgagee in said mortgage, and that he is authorized to make this affidavit.

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

SEAL OF NOTARY Samuel H. Sudler, Notary Public.

Received for Record 7th June 1928 and recorded in Liber G.W.L. No. 95, Folio 462 one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

For Value Received, the Bank of Somerset, Princess Anne, Maryland, hereby assigns the within and aforegoing mortgage to the Somerset Mortgage & Certificates Corporation, without recourse.

Witness the signature of the Bank of Somerset, Princess Anne, Maryland, by its president, attested by its Cashier, with its corporate seal affixed, this 3rd day of August, 1934.

Bank of Somerset,
Princess Anne, Md.

Attest: S. H. Sudler, Cashier By: Wm. B. Spiva, President.

CORPORATE SEAL

Filed for Record 13th Sept. 1934 and recorded in Liber G.W.L. No. 95 Folio 462.

Test: J. Millard Tawes, 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, principal, and the the "Fidelity and Deposit Company of Maryland", a body corporate, surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of April, nineteen hundred and thirty-five.

Whereas the above bounden H. Fillmore Lankford, by virtue of the power and authority contained in a mortgage from May Anderson to the Bank of Somerset, a body corporate, dated the 6th day of June, 1928, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 95, folio 462 etc, assigned by the Bank of Somerset to The Somerset Mortgage & Certificates Corporation, a body corporate, by assignment dated the 3rd day of August, 1934, recorded among said records in Liber G.W.L. No. 95, folio 462, is authorized upon default in the conditions and covenants of said mortgage, to sell the real estate in said mortgage mentioned and conveyed, as attorney named in said mortgage, and whereas default has occurred under the conditions and covenants of said mortgage, and whereas the said H. Fillmore Lankford, as attorney as aforesaid, is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged real estate.

Now the condition of the above mortgage 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, as aforesaid, has caused these presents to be duly signed by H. Fillmore Lankford, its attorney in fact, and its corporate seal to be hereto affixed 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.

H. Fillmore Lankford (Seal)
Fidelity and Deposit Company
of Maryland, by H. Fillmore
Lankford, its attorney in fact
per power of attorney dated
12th day of August, 1924,
recorded in office of Clerk of
Circuit Court for Somerset
County in Liber W.J.S. No. 91
Folio 35&c.

Witness: Ruth Ward

CORPORATE
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 fourth day of May in the year nineteen hundred thirty-five, 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 May Anderson to Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation	No. 4681 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 May Anderson to the Bank of Somerset, a body corporate, dated the 6th day of June, 1928, recorded among the land records of Somerset County, in the State of Maryland, in Liber G.W.L. No. 95, folio 462 etc, and assigned by the Bank of Somerset to The Somerset Mortgage and Certificates Corporation, a body corporate, by assignment dated the 3rd day of August, 1934, recorded among said records in Liber G.W.L. No. 95, folio 462 etc, respectfully represents:

That after default had occurred in the covenants and conditions of said mortgage, and after having filed a bond with approved security as required by law, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper printed in Somerset County, and by notice posted at the Court House door, in Princess Anne, Maryland, he did, in pursuance of said notice attend at the Court House door, in Princess Anne, Maryland, on Tuesday, the 30th day of April, 1935, 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 first, all the land on Deals Island, in Somerset County, Maryland, which was conveyed to the said May Anderson by James D. Anderson and wife, George A. Anderson and wife, Thomas J. Anderson and wife, and others, by deed dated the 3rd day of April, 1899, recorded among the land records of said county in Liber O.T.B. No. 25, folio 404 etc, containing one-half acre, more or less, at the Upper Thoroughfare, bounded on the North and west by Tangier Sound, and on the south by the property owned or formerly owned by the Baltimore and Virginia Steamboat Company, and described in said deed as improved by a building used as a hotel and store, and by a tenant house and outbuilding, and known as the old homestead of the late Levin Anderson, the said hotel and store being at that time occupied by Levin A. Anderson and the tenant house by George A. Anderson (which tenant house is now demolished) and now improved by a commodious hotel, and sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate, it being the highest bidder therefor at and for the sum of three thousand dollars.

He then offered all that lot of land on Deals Island, Somerset County, Maryland, containing one-half acre, more or less, which was conveyed to the said May Anderson by Addie F. Ford and Norman C. Ford, her husband, and the Salisbury Building, Loan and Banking Association, by deed dated the 10th day of May, 1907, recorded among said records in Liber S.F.D. No. 45, folio 371 etc, bounded on the north by property owned or formerly oened by the Baltimore and Vitginia Steamboat Company, on the west by Tangier Sound, and on the east by the road leading to the whart of said Steamboat Company, improved by a dwelling house, barn and garage, and sold the same to The Somerset Mortgage and Certificates Corporation, it being the highest bidder therefor, at and for the sum of eight hundred

dollars.

And the said attorney brings into Court the fund arising from said sales, and prays a ratification of said sales 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, towit:

I hereby certify that on this 4th day of May, nineteen hundred and thirty-five, 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 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. Trust created by mortgage from May Anderson to the Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation.	No. 4681 Chancery Circuit Court for Somerset County, Maryland

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 4th day of May, nineteen hundred and thirty-five, that the report of H. Fillmore Lankford, the attorney mentioned in the above entitled 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 31st day of May, 1935; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 29th day of May, 1935.

The report states the amount of sales to be thirty-eight hundred dollars.

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

And now at this day to wit, on the fifth day of June in the year nineteen hundred thirty-five, 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. Trust created by mortgage from May Anderson to the Bank of Somerset, assigned to The Somerset Mortgage and Certificates Corporation.	No. 4681 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 5th day of June, nineteen hundred and thirty-five, ordered by the Circuit Court for Somerset County, in Equity, that the within report of H. Fillmore Lankford, attorney, and the sales of real estate by him reported, are hereby

finally ratified and confirmed.

James M. Crockett, Judge
of said Court.

And thereafter to wit, on the twenty-second day of June, in the year nineteen hundred thirty-five, The Somerset Mortgage and Certificates Corporation, by its solicitor, George H. Myers, filed in Court here a petition in the words following, to wit:

H. Fillmore Lankford, Attorney, Ex parte, under power in mortgage from May Anderson.	No. 4681 Chancery Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of The Somerset Mortgage and Certificates Corporation, a body corporate, under the laws of the State of Maryland, respectfully represents:

That the said H. Fillmore Lankford, as attorney named in a mortgage from May Anderson, dated June sixth, nineteen hundred and twenty eight, the original of which said mortgage is filed in this proceeding, after having given bond as required by law, sold the property described in said mortgage at public auction to your petitioner for the sum of thirty eight hundred dollars cash; that said sale has been duly reported by said attorney to this Honorable Court and the purchase money fully paid, and by order of this Honorable Court passed on the fifth day of June, nineteen hundred and thirty-five, the said sale to your petitioner was finally ratified and confirmed; all of which will more fully appear by reference to said attorney's report of sale and the order nisi and final order of ratification thereon.

That your petitioner is advised that it is entitled to a deed of conveyance for the property so as aforesaid purchased by it but that the said H. Fillmore Lankford departed this life on the thirteenth day of June, nineteen hundred and thirty-five, before executing a deed of conveyance to your petitioner for said property.

Your petitioner, therefore, prays your Honor to appoint a Trustee to execute a deed of conveyance granting to your petitioner all the right, title, interest and estate of the said May Anderson or of those claiming by, from or under her, in and to all of the said real estate mentioned and described in said attorney's report of sale and purchased as aforesaid by your petitioner.

Geo. H. Myers,
Attorney for Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 17th day of June, nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William B. Spiva, Treasurer of said Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Witness:------ SEAL OF NOTARY Eunice Pilchard, Notary Public.

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

Ordered, this 22nd day of June, nineteen hundred and thirty-five, by the Circuit

Court for Somerset County in Equity, upon the aforegoing petition and affidavit that George H. Myers, be and he is hereby appointed Trustee without bond, to grant and convey to The Somerset Mortgage and Certificates Corporation, purchaser, all of the right, title, interest and estate of the said May Anderson, or of those claiming by, from or under her, in and to all of the land and premises mentioned and described in the report of sale of H. Fillmore Lankford, attorney, heretofore ratified in this cause as fully and effectually as the said H. Fillmore Lankford, attorney aforesaid, could have done under the power contained in the said mortgage from the said May Anderson, filed in this proceeding.

Benj. A. Johnson, 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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